

OFFICIAL RULES

Ottawa Senators Bobblehead Scavenger Hunt Contest Presented by Canadian Tire

Standard data rates apply to entrants who choose to submit entries in the Contest using a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

By entering this Contest, entrants agree to abide by these Official Rules.

ELIGIBILITY

1. The Ottawa Senators Bobblehead Scavenger Hunt Contest Presented by Canadian Tire (the “**Contest**”) is conducted by Capital Sports & Entertainment Inc. (“**CSEI**”) and participating Canadian Tire Ottawa Dealers (“**Canadian Tire**”) (CSEI and Canadian Tire to be collectively referred to herein as the “**Sponsors**”). The Contest is open to all legal residents of Canada who: (i) reside within a 120-kilometre radius of the corporate city limits of the City of Ottawa; and (ii) have reached eighteen (18) years of age at the time of Contest entry.
2. Entrants are not eligible to participate in the Contest if they are:
 - a. an employee, director, officer, agent or representative of the Sponsors, any business operating within Canadian Tire Centre, or any of their respective parent companies, subsidiaries, affiliates and/or related companies, agents, sponsors, advertising or promotional agencies, or assignees; or
 - b. a member of the household and/or immediate family of any of the above parties. For the purpose of the Official Rules, “immediate family” means husband, wife, spouse, mother, father, brother, sister, son and/or daughter, whether or not they reside in the same household.
3. The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right to disqualify any entry or entrant in their sole discretion, should any entry or entrant at any stage contain and/or supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

HOW TO ENTER

4. The Contest will open on Monday, April 8, 2024 at 7:00 a.m. and will end on Monday, April 22, 2024 at 8:00 p.m. (the “**Contest Period**”). All times listed in these Official Rules refer to Eastern Daylight Time which shall be the governing time zone for the Contest.
5. NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING THIS CONTEST.

To enter the Contest:

- a. Visit one of the following ten (10) Ottawa-area Canadian Tire locations during the Contest Period:

• Ottawa East	330 Coventry Road
• Ottawa South	1170 Heron Road
• Ottawa (Merivale)	1820 Merivale Road
• Nepean	2135 Robertson Road
• Ottawa (Carling)	2165 Carling Avenue
• Gloucester	2010 Ogilvie Road
• Orleans	3910 Innes Road
• Nepean (Greenbank)	2501 Greenbank Road
• Kanata	8181 Campeau Drive
• Leitrim	4776 Bank Street

- b. Hunt for the Contest bobblehead cutout display within the participating location.
- c. Using your mobile device, take a selfie with the Contest bobblehead cutout once located (a “**Photo**”).
- d. Using your mobile device or a computer, visit the “**Contest Website**”, powered by Wit Labs, Inc., at [Scavenger Hunt - Ottawa Senators x Canadian Tire \(witcontests.com\)](https://www.witcontests.com).
- e. Complete and submit the entry form found on the Contest Website during the Contest Period. The entry form will prompt you to:
 - Provide your contact information – your name, email address, telephone and

OFFICIAL RULES

- postal code.
- Upload your original Photo as part of your entry.

No entries will be accepted by any other means.

6. Photos required as part of Contest entries must meet **all** of the following requirements:
- Must be an original work created by the entrant;
 - Entrant must have all necessary rights, title and interest in the Photo, including copyright;
 - Must be suitable for family audiences and for display and publication on a national level, as determined in the sole discretion of the Sponsor. Without limiting the generality of the foregoing, the Photograph must not contain or describe any content that is (i) unlawful, (ii) political in nature, (iii) profane, sexually explicit, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous or (iv) is hateful, discriminatory or otherwise offensive;
 - Must be consistent with the Sponsors' corporate images; and
 - Must comply with these Official Rules.

The Sponsor reserves the right at any time, in its sole discretion, to disqualify any entry that it determines does not comply with the criteria stated above or with these Official Rules generally.

7. Entries are limited to one (1) entry per person. All entries including Photos become the property of the Sponsors once submitted to be used for the purposes contemplated herein. All entries must be received by the closing of the Contest Period (being 8:00 p.m. on Monday, April 22, 2024). The sole determinant of time for the purposes of receipt of a valid entry shall be CSEI's server machines. In the case of multiple entries, only the first entry will be considered. Use of any automated, script, macro, robotic, or other program(s) to enter or otherwise participate in this Contest is prohibited and will result in disqualification. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, falsified, altered, garbled, mechanically or electronically reproduced, or tampered with in any way.
8. Entries shall be deemed to be submitted by the authorized account holder of the email address associated with the entry. The Sponsors reserve the right to request proof that the potential winner is the authorized account holder of the email account associated with the winning entry.
9. Entrants must comply with these Official Rules and an entrant will be deemed to have received, understood and agreed to these Official Rules if the entrant participates in this Contest.

PRIZES

10. There are three (3) prizes (each a "**Prize**", collectively the "**Prizes**") available to be awarded to three (3) eligible entrants (each a "**Winner**", collectively the "**Winners**") as described in section 12 below (one (1) Prize per Winner). Each Prize consists of: (a) one (1) autographed 2024 Brady Tkachuk Ottawa Senators bobblehead figure; (b) one (1) autographed 2024 Tim Stützle Ottawa Senators bobblehead figure; and (c) one (1) \$250.00 Canadian Tire gift card valid at all participating Canadian Tire locations in Canada. The approximate retail value of each Prize is **\$650.00** (CAD) exclusive of applicable taxes. The odds of winning depend upon the number of eligible entries received during the Contest Period.
11. Prizes must be accepted as awarded and cannot be transferred, assigned, sold, substituted or redeemed for cash, except that the Sponsors, in their sole discretion, reserve the right to substitute a prize of equal or greater value if a Prize cannot be awarded as described due to unavailability for any reason. In the event that a Prize consists of or includes attendance at an event that is cancelled, delayed or rescheduled for any reason whatsoever, a substitute prize or cash equivalent will not be provided. The actual value of the Prizes depends on market conditions at the time of fulfilment. Any difference between the stated approximate retail value and the actual value of the Prizes will not be awarded. Winners are responsible for any transportation, parking, accommodation, food and beverages, taxes and gratuities and all other incidental costs pertaining to the Prizes.
12. The Winners will be directed as to how to claim their Prizes after the Winners have been successfully contacted and notified of the Prizes, have complied with the Official Rules and have signed and returned the Contest Release (described below) and any other documentation required by the Sponsors. The Prizes will be delivered within a reasonable period of time.

RANDOM DRAW

13. At approximately 10:00 a.m. on Tuesday, April 23, 2024 at the Canadian Tire Centre in
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OFFICIAL RULES

Ottawa, Ontario, representatives of the Sponsors will select three (3) entrants by random draw from all eligible entries received during the Contest Period.

Commencing at or around 11:00 a.m. on Tuesday, April 23, 2024, a representative of the Sponsors shall make three (3) attempts to contact each selected entrant by email. A selected entrant will have forty-eight (48) hours from the first attempted contact to respond and claim the respective Prize. If a selected entrant fails to respond within such forty-eight (48) hour period, or if a Prize notification is returned as undeliverable, such selected entrant will be disqualified and another entrant will be selected and contacted. The Sponsors are not responsible for a selected entrant's failure to receive notification for any reason whatsoever or such entrant's failure to respond to an attempted contact.

Upon successful contact with a selected entrant, such selected entrant will be required to verify eligibility to participate in the Contest. To be declared a Winner, the selected entrant must also answer correctly without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question (as further described in section 14 below). The selected entrants will be required to sign a Contest Release and any other documentation that may be required by the Sponsors.

If a selected entrant does not meet all of the Contest entry requirements, fails to correctly answer the skill testing question, or does not sign and return the Contest Release or other requested documentation within the time frame specified, such selected entrant will forfeit the respective Prize and the Sponsors shall be entitled to select another entrant from the remaining eligible entries.

SKILL TESTING QUESTION

14. As indicated above, in order to be eligible to win a Prize, each selected eligible entrant shall be required to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise. The selected eligible entrants may be required to swear an affidavit indicating compliance with this section.

CONDITIONS OF PARTICIPATION

15. By participating in this Contest, each entrant agrees:
- a. to be bound by the Official Rules;
 - b. to be bound by the decisions of the Sponsors, which shall be final and binding in all respects;
 - c. to sign and return a publicity release and release of liability agreement (the "**Contest Release**") which confirms, among other things, that the entrant: (i) releases CSEI (the Ottawa Senators), the participating Ottawa-area Canadian Tire locations, Canadian Tire Corporation, Limited, Wits Labs, Inc., the National Hockey League (the "**NHL**"), the NHL Member Clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the NHLPA and current and former players, and each of their respective affiliates, parents, and related entities, as well as the owners, governors, officers, directors, partners, partnerships, principals, employees, agents, representatives, volunteers, sponsors, promoters, and advertisers of all the foregoing (the "**Released Parties**") from any and all liability arising out of or in any way connected to participation in the Contest, participation in any Contest-related activity, the acceptance, use or misuse of the Prize, the use of personal information described herein and the use of merchandise purchased as a result of winning the Prize, including but not limited to costs, injuries, losses or damages related to personal injuries, illness, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (ii) grants to the Sponsors the unrestricted right to produce, reproduce, publish, broadcast, communicate, exhibit, distribute, adapt and otherwise use or re-use the entrant's city/province of residence, statements, endorsements, biography, name, voice, image, likeness, and Photo submitted as part of entry, for advertising and/or publicity purposes without compensation, other than the value of the Prize offered, in any and all media, now known or hereafter devised.

PUBLICITY RELEASE AND RELEASE OF LIABILITY

16. An executed Contest Release must be returned within five (5) business days of the date of its receipt or a selected entrant shall be disqualified and the respective Prize forfeited.

LIMITATION OF LIABILITY

17. The Released Parties are not responsible or liable for late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged or destroyed entries, notifications, replies or any Contest Releases; for lost, interrupted, inaccessible or unavailable networks, servers, Internet Service Providers, websites (including the Contest Website), applications or other connection, related to the Contest; for errors of any kind, including but not limited to human, electronic, mechanical and/or technical in nature; for failure or technical malfunction of any telephone network or lines, computer and online systems, servers, computer equipment, software, email, players, or browsers on account of technical problems or traffic congestion on the Internet, any Contest related websites (including the Contest Website) or applications, or any combination thereof or otherwise; for any injury or damage to entrant, entrant's computer and/or mobile device, or any other person's computer and/or mobile device related to or resulting from participating in or downloading material in connection with the Contest; for incorrect or inaccurate information; for weather conditions, event cancellations, delay or rescheduling or other factors beyond the Sponsors' control.

DISQUALIFICATION

18. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant who is found to be tampering with the entry process or with the operation and administration of the Contest; acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest; or in violation of the Official Rules. The Sponsors reserve the right to seek damages and other remedies from any such entrant to the fullest extent permitted by law, including but not limited to criminal prosecution.

USE OF PERSONAL INFORMATION

19. By participating in the Contest, the entrant consents to the collection, use and disclosure of entrant's personal information by the Sponsors for the purpose of administering the Contest, awarding the Prizes, announcing the Winners, and any subsequent advertising or promotion related thereto. Personal information collected in connection with the Contest will be used by the Sponsors in accordance with CSEI's privacy policy available at www.ottawasenators.com.

Entrants may be given the option to receive commercial emails and/or other marketing communications from CSEI and/or Canadian Tire; however, eligibility to participate in the Contest is not dependent upon an entrant's consent to receive any such emails or communications, and consenting to receiving such emails or communications will not impact an entrant's chances of winning. The Sponsors will not send informational or marketing communications to entrants, unless entrants consent to receive such communications in accordance with applicable laws. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided in any of these communications. Please consult CSEI's Privacy Policy, referenced above for further information on how CSEI, collects, uses and discloses personal information. Any questions or concerns with respect to communications from CSEI may be addressed to CSEI's Privacy Officer as outlined in the Privacy Policy. Where an entrant elects to receive informational or marketing communications from Canadian Tire, entrant understands and agrees that entrant's personal information will be subject to Canadian Tire's privacy policy and information handling standards and practices.

INTELLECTUAL PROPERTY

20. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned or used under licence by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

COPYRIGHT-PROTECTED WORK

21. By submitting an entry in the Contest, the entrant represents and warrants that: (i) the Photo is original to the entrant, and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsors to use the Photo as contemplated herein; (ii) the Photo does not infringe upon the intellectual property or other statutory or common law rights of any third party (save and except for the inclusion of Ottawa Senators and Canadian Tire intellectual property in the Contest bobblehead cutout display which shall be deemed permitted for inclusion in Photos solely for purposes of Contest entry); and (iii) any individual(s) featured in the Photo or their parents/legal guardians if applicable, have granted their consent to the submission of the Photo in the Contest and to the subsequent use by the Sponsors of the Photo in any advertising and/or marketing of the Contest, the Ottawa Senators, Canadian Tire, or any similar future promotions, in any media that may be selected by the Sponsors, including without limitation on the internet at www.ottawasenators.com or through such social media channels as may be determined by the Sponsors. By submitting an entry in this Contest, the entrant agrees to indemnify and hold harmless the Released Parties from and against
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OFFICIAL RULES

any claim, or liability arising from or related to the submission of the Photo in this Contest.

GOVERNING LAW

22. The Contest is subject to applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
23. The Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, or modify, amend or suspend the Contest and/or the Official Rules in any way at any time for any reason without prior notice or compensation.

DISCREPANCIES

24. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Contest-related materials or advertising, the terms and conditions of the Official Rules shall prevail, govern and control. In the event that there is a discrepancy or inconsistency between the English language version and the French language version of the Official Rules, the English version shall prevail, govern and control.

OFFICIAL RULES

25. These Official Rules will be available online at the Contest Website and on www.ottawasenators.com
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