

# OFFICIAL RULES

## OTTAWA SENATORS FIRST GOAL CONTEST

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

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

### ELIGIBILITY

1. The FIRST GOAL CONTEST (the “**Contest**”) is conducted by Capital Sports & Entertainment Inc. (“**CSEI**”) and SkipTheDishes Restaurant Services Inc. (“**Skip**”) (CSEI and Skip to be collectively referred to herein as the “**Sponsors**”). The Contest is open to all legal residents of Ontario who: (i) reside within a 120 kilometre radius of the corporate city limits of the City of Ottawa; and (ii) have reached the age of majority in the province in which they reside 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 Saturday October 14, 2023 at 12:00 p.m. Eastern Standard Time (“**EST**”) and will end on Friday April 13, 2022, at the end of the third period in the Ottawa Senators Hockey Club (the “**Ottawa Senators**”) game against the Montreal Canadiens on such date (the “**Contest Period**”). Where used in these Official Rules, “**EDT**” shall refer to Eastern Daylight Time.
5. NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING THIS CONTEST. Entries will be accepted as of October 14, 2023, the date of the Ottawa Senators away game against the Toronto Maple Leafs, and subsequent to such date, on the date of each of the next forty one (41) Ottawa Senators regular season games to be played during the Contest Period (collectively, the “**Contest Days**”, each a “**Contest Day**”). For the 2023-2024 Ottawa Senators regular season schedule visit <https://www.nhl.com/senators/schedule> (schedule is subject to change by the National Hockey League (“**NHL**”). Entries will be accepted on each Contest Day commencing at 12:00 p.m. EST/EDT as applicable, and closing at the end of the third period in the Ottawa Senators hockey game scheduled for such date (the “**Entry Period**”).

\*Please note, in the event that the 2023-2024 NHL schedule is impacted such that there is a reduction in the number of games to be played by the Ottawa Senators, the number of Contest Days and Prizes offered will be adjusted accordingly.

To enter the Contest:

- (a) Looks for the branded post on the Ottawa Senators facebook post.
- (b) Take a guess on who you think will score first
- (c) One person who guesses correctly will be randomly selected to win the contest during each away game.

No entries will be accepted by any other means.

7. Only one (1) Entry per person/per Contest Day. Entrants may, but are not required to, submit up to one (1) Entry for each of the Contest Days.

8. All Entries become the property of the Sponsors once submitted to be used for the purposes contemplated herein. All Entries must be received by the end of the their period in the Ottawa Senators game scheduled for such Contest Day. 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.
9. Entries shall be deemed to be submitted by the authorized account holder of the email address associated with the Entry. Potential winners may be required to provide the Sponsors with proof that the potential winners are the authorized account holders of the respective email accounts associated with the winning Entries.
10. 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

11. There are forty one (41) prizes (each, a **"Prize"**) in total to be awarded in accordance with section 14 below. Each entrant selected in accordance with section 14 who fulfils all of the requirements set out in these Official Rules (each a **"Winner"**, collectively the **"Winners"**), will receive one (1) Prize. Each Prize consists of one (1) x \$50.00 (CAD) gift card valid for use in the SkipTheDishes App or online at [www.skipthedishes.com](http://www.skipthedishes.com). The odds of winning depend upon the number of eligible entries received during each Contest Day's Entry Period. Each entrant will be eligible to win only one (1) Prize during the Contest.
12. 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.
13. Winners will be directed as to how to claim their respective Prizes after they have been successfully contacted and notified of the Prize, have complied with the Official Rules and have signed and returned the Contest Release (described below) and any other documentation required by the Sponsors. Prizes will be delivered within a reasonable period of time.

## RANDOM DRAWS

14. At approximately 10:00 a.m. EST/EDT as applicable, on the day after each Contest Day (each a **"Draw Day"**), in Ottawa, Ontario, representatives of the Sponsors will select one (1) entrant by random draw from all eligible Entries received on the respective Contest Day prior to the close of the Contest Day's Entry Period (being the end of the third period in the Ottawa Senators game scheduled for such Contest Day). By way of example:

Commencing at or around 11:00 a.m. EST/EDT as applicable, on each Draw Day, a representative of the Sponsors shall make three (3) attempts to contact the selected entrant by email. The selected entrant will have twenty-four (24) hours from the first attempted contact to respond and claim the Prize. If the selected entrant fails to respond within such twenty-four (24) hour period, or if the Prize notification is returned as undeliverable, the 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, he/she will be required to verify his/her eligibility to participate in the Contest. To be declared a Winner, a 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 15 below). 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, the selected entrant will forfeit his/her Prize and the Sponsors shall be entitled to select another entrant from the respective Contest Day's remaining eligible Entries.

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# OFFICIAL RULES

## SKILL TESTING QUESTION

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

## CONDITIONS OF PARTICIPATION

16. By participating in this Contest, 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, Skip, Emotion Media Inc. (Fannex), 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 from any and all liability arising out of or in any way connected to his/her participation in the Contest, participation in any Contest-related activity, the acceptance, use or misuse of a Prize, the use of personal information described herein and the use of merchandise purchased as a result of winning a Prize, including but not limited to costs, injuries, losses or damages related to personal injuries, 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, photograph and likeness 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

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

## LIMITATION OF LIABILITY

18. The Sponsors are not responsible or liable for late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged or destroyed entries, notifications, replies or any Contest Release; for lost, interrupted, inaccessible or unavailable networks, servers, Internet Service Providers, websites, 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 or applications, or any combination thereof or otherwise; for any injury or damage to entrant, entrant's computer, or any other person's computer related to or resulting from participating in or downloading material in connection with the Contest; for incorrect or inaccurate information; and/or for weather conditions, event cancellations, delay or rescheduling or other factors beyond the Sponsors' control.

## DISQUALIFICATION

19. 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

20. By participating in the Contest, the entrant consents to the collection, use and disclosure of his/her 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](http://www.ottawasenators.com).

Entrants may be given the option to receive commercial emails and/or other marketing communications from CSEI and/or Skip; 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 Skip, entrant understands and agrees that his/her information will be subject to Skip's privacy policy and information handling standards and practices.

## INTELLECTUAL PROPERTY

21. 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.

## 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. Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, 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

25. 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.

## OFFICIAL RULES

26. These Official Rules will be available online at [www.ottawasenators.com](http://www.ottawasenators.com) and through the App.
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