

Au Coeur de nos Célébrations Contest

OFFICIAL RULES

1. Contest Period

The Au Coeur de nos célébrations Contest (the “**Contest**”) begins at 9:00 a.m. Eastern Time (“**ET**”) on **November 7, 2023** and ends at 9:00 a.m. ET on **December 8, 2023** (the “**Contest Period**”). By participating in the Contest, each entrant agrees to abide by and be bound by these Official Rules and all decisions of the Club de hockey Canadien, Inc. (“**Sponsor**”), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries.

By entering the Contest, each entrant acknowledges and agrees that the Contest is in no way administered by Canadian Imperial Bank of Commerce or any of its subsidiaries and affiliates (“**CIBC**”), and that Club de hockey Canadien, Inc. is fully responsible for the conduct and administration of the Contest, including the selection of winners.

2. Eligibility

The Contest is open to legal residents of Quebec who have reached the age of majority in Quebec as of the date of entry.

Excluded from eligibility are the officers, directors, employees, agents and representatives of Sponsor, and Contest judges, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies (collectively, the “**Promotion Entities**”), and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

3. How to Enter

NO PURCHASE NECESSARY. Internet access and email address required. To obtain one (1) entry, visit <https://www.nhl.com/canadiens/fans/contests> (the “**Contest Website**”) during the Contest Period and correctly fill out the contest entry form provided. All fields are mandatory unless marked as optional. **Limit:** one (1) entry per person during the Contest Period.

4. Prizes

There are one hundred thirty-three (133) prizes available to be won (each a “**Prize**”):

Number of Prizes	Description	Approximate retail value (each Prize)
One (1)	VIP Experience for two for Canadiens vs Blue Jackets, March 11, 2024, including: - two (2) tickets to the Canadiens vs Blue Jackets game on March 11, 2024 (“ Game Day ”) - two (2) autographed jerseys	\$4,200

	- access to a private lounge on Game Day - a post-game visit to the media lounge and press gallery on Game Day - access to the Canadiens locker room and post-game press conference on Game Day	
One Hundred (100)	One (1) Celebration Kit – toque & \$10 coupon for Tricolore Sport	\$45
Five (5)	One (1) Montreal Canadiens jersey and a pair of tickets to a game	\$350
Ten (10)	One (1) Fanatics jersey	\$175
Ten (10)	One (1) \$100 Tricolore Sports Coupon	\$100
Seven (7)	One (1) Montreal Canadiens away helmet	\$150

Each Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise, except at Sponsor’s sole discretion. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a Prize cannot be awarded as described for any reason. Prizes will be delivered to verified winners only to one (1) address in Canada (where applicable). Sponsor will not replace any lost or stolen Prizes. Any other costs or expenses associated with the Prizes not specified herein will be the responsibility of selected winners. All prizes must be claimed by April 30, 2024 and any Prizes not picked up on or before that date will be forfeited.

Coupon Prizes are subject to additional terms and conditions printed on the certificate and/or imposed by the coupon supplier.

For Prize involving travel: Any other costs or expenses associated with the Prize not specified herein will be the responsibility of selected winner and guest, including without limitation all transportation and accommodation. Sponsor will not be responsible if weather conditions, event cancellations, COVID-19 closures, or other factors beyond Sponsor’s reasonable control prevent the Prize or part of the Prize from being fulfilled, and winner will not be entitled to compensation in lieu thereof. Winner and guest must have no restrictions on his/her ability to travel or to fully participate in the Prize or the Prize may be forfeited, in whole or in part and may, at the Sponsor’s discretion, be awarded to an alternate entrant. Winner and guest are responsible for obtaining all necessary health documentation and permissions. Winner/guest must obey all event rules and requirements, and failure to do so may result in, without limitation, non-admission, ejection from the event, and forfeiture of all or part of the Prize. Guest will be required to sign and return a Release (as defined below). If guest is below the age of majority in his or her jurisdiction of residence, such guest must travel at all times with his or her parent or legal guardian.

Winner and guest agree to conduct themselves with due regard to the public conventions and morals. Winner and guest during the trip shall not commit an offense involving moral turpitude under local laws or ordinances. Winner and guest shall not commit any act that will tend to degrade Sponsor in society or bring Sponsor into public hatred, public disrepute, contempt, scorn, or ridicule or that will tend to shock, insult or offend the community or public morals or decency or prejudice Sponsor. In the event winner or guest engage in the above or behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten, or harass any other person, winner and guest agree that Sponsor may terminate the trip early with no further compensation or obligation to winner or guest.

Prize Claim Deadline: All Prizes that have not been awarded by or delivered by 9:00 a.m. ET on **January 28, 2024** will not be awarded.

5. Winner Selection

On December 8, 2023 at 1225 rue Saint-Antoine Ouest, Montréal, Quebec at 9 a.m. ET, a random draw will be conducted from among all eligible entries received during the Contest Period for the purpose of selecting one hundred thirty-three (133) potential winners (subject to satisfying the Prize claim conditions below). Odds of being selected depend on the number of eligible entries received during the Contest Period.

6. Selected Entrant Verification and Prize Claim Conditions

Selected entrant(s) will be notified by email at the email address provided at the time of entry. In order to be declared a winner, selected entrant(s) must: (i) respond to notification of selection within three (3) business days of first attempt by Sponsor; (ii) correctly answer a time-limited mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, to be provided on the Release (defined below); (iii) sign and return to Sponsor, within three (3) business days of it being provided by Sponsor (either onsite at 1225 rue Saint-Antoine Ouest, Montréal, Quebec or electronically), a written declaration and release form, releasing the Promotion Entities, Canadian Imperial Bank of Commerce, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (the "Releasees") from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the "**Release**"); and, (iv) otherwise comply with these Official Rules.

Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within three (3) business days of first attempt by Sponsor or Sponsor's agent, failure to provide proof of eligibility (if requested), Release, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Rules may result in disqualification, forfeiture of the prize and, at Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

7. Right to Void / Terminate / Suspend / Modify

Sponsor reserves the right, subject to the approval of the *Régie des alcools, des courses et des jeux* (the "**Régie**") with respect to legal residents of Quebec, to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion and subject only to the approval of the Régie in Quebec, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest and/or Contest Website, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

8. Limitation of Liability and Releases

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM THE CONTEST, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED (IF APPLICABLE). FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT SPONSOR, CONTEST JUDGES AND PROMOTION ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of liability for bodily injury, nor incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, Sponsor, Contest judges and the Promotion Entities, and any of Sponsor's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest Website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judges or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest or in connection with the Contest Website; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

9. Protection Of Personal Information and Publicity Release

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. By accepting a prize, winner agrees to Sponsor's use of his/her/their name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases the Releasees from any liability with respect thereto. For further

information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: [[Privacy URL](#)].

10. General Conditions

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Rules. Decisions of Sponsor and/or any independent Contest judging organization will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of a dispute as to the identity of the person who submitted any entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

11. Legal Residents of Quebec Only

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.