

**The Ford SUPERfan
Rules & Regulations**

2016-17 Ford SUPERfan Ottawa Senators Home Game Season Challenges (the “Contest”)

Official Contest Rules (the “Rules”)

The Contest is subject to all Canadian federal, provincial, and municipal laws.
Void where prohibited.

NO PURCHASE NECESSARY

- 1. Contest Sponsor:** The Contest is sponsored by Metro Ford Dealers of Ottawa (“**Ford**” or the “**Contest Sponsor**”) and administered by Bond Brand Loyalty, Inc. (the “**Contest Administrator**”).

This Contest will be run in accordance with these Rules, subject to amendment by the Contest Sponsor at any time, in its sole discretion. Entrants must comply with these Rules, and, by entering the Contest, will be deemed to have received and understood the Rules.

- 2. Contest Period:** The Contest starts at 9:00 a.m. Eastern Time (ET) on Monday, October 31, 2016 and continues until 11:59 p.m. ET on Thursday, March 23, 2017 (the “**Contest Period**”).

<u>Entry Segment (each a “SF Challenge Period”)</u>	<u>Date and Time</u>
SF Challenge Period #1	Monday, October 31, 2016 at 1:00pm ET to Thursday, November 3, 2016 at 11:59pm ET
SF Challenge Period #2	Friday, November 4, 2016 at 9:00am ET to Thursday, November 17, 2016 at 11:59pm ET
SF Challenge Period #3	Friday, November 18, 2016 at 9:00am ET to Thursday, December 1, 2016 at 11:59pm ET
SF Challenge Period #4	Friday, December 2, 2016 at 9:00am ET to Thursday, December 15, 2016 at 11:59pm ET
SF Challenge Period #5	Friday, December 16, 2016 at 9:00am ET to Thursday, December 29, 2016 at 11:59pm ET
SF Challenge Period #6	Friday, December 30, 2016 at 9:00am ET to Thursday, January 12, 2017 at 11:59pm ET
SF Challenge Period #7	Friday, January 13, 2017 at 9:00am ET to Thursday, January 26, 2017 at 11:59pm ET
SF Challenge Period #8	Friday, January 27, 2017 at 9:00am ET to Thursday, February 9, 2017 at 11:59pm ET
SF Challenge Period #9	Friday, February 10, 2017 at 9:00am ET to Thursday, February 23, 2017 at 11:59pm ET
SF Challenge Period #10	Friday, February 24, 2017 at 9:00am ET to Thursday, March 9, 2017 at 11:59pm ET
SF Challenge Period #11	Friday, March 10, 2017 at 9:00am ET to Thursday March 23, 2017 at 11:59pm ET

- 3. Eligibility:** This Contest is open only to legal residents of Ontario who are eighteen (18) years of age or older and reside within a fifty (50) mile (80 km) radius of the City of Ottawa’s limits at the time of entry (each an “**Entrant**”, collectively “**Entrants**”). Residents of Quebec are not eligible. Employees (and their immediate families and those with whom they are domiciled) of the

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Contest Sponsor, the Contest Administrator, Capital Sports & Entertainment Inc. and their affiliates (collectively “CSEI”), the National Hockey League and its Member Teams (“NHL”), NHL Enterprises Canada L.P., Facebook, Inc., Twitter Inc., Instagram and each of their respective subsidiaries, affiliates, directors, officers, governors, agents, and their advertising and promotional agencies (altogether, the “Released Parties”) are not eligible to enter the Contest. Immediate family includes the husband, wife, son, daughter, brother, sister, mother, or father of an individual, regardless of where such individual resides.

4. **How to Enter:** No purchase necessary. Individuals wishing to participate in the Contest may enter in one of the following manners:

Throughout the Contest Period, the Ford SUPERfan Contest Ambassador (the “SF”) and/or SF’s designated representatives will be announcing various Contest-related social media participation instructions via Twitter® through the **@TheFordSUPERfan** handle, Facebook through the Ford SUPERfan Facebook page (www.facebook.com/TheFordSUPERfan) (the “**Ford SUPERfan Facebook Page**”) and via Instagram through the Ford SUPERfan Instagram account **@thefordsuperfan** handle between 9:00 a.m. ET and 12:00 p.m. ET on the start date of each SF Challenge Period. Each SF Challenge Period will close at 11:59 p.m. ET on each corresponding SF Challenge Period end date.

(a) TWITTER.

- (i) be a registered account holder of Twitter and follow **@TheFordSUPERfan** on Twitter;
- (ii) search for the Contest instructions which will be tweeted by the SF during the start date of each SF Challenge Period between 9:00 a.m. ET and 12:00 p.m. ET (the “**SF Challenge Tweet**”);
- (iii) respond to the SF Challenge Tweet **@theFordSUPERfan**, including the hashtag **#hOTTTestTicketsInTown** in the SF Challenge Tweet response.

(b) FACEBOOK.

- (i) “Like” the Ford SUPERfan Facebook Page at www.facebook.com/TheFordSUPERfan;
- (ii) search for the Contest instructions which will be posted by the SF during the start date of each SF Challenge Period between 9:00 a.m. ET and 12:00 p.m. ET (the “**SF Challenge Post**”);
- (iii) respond to the SF Challenge Post by commenting in the “Comments” section in the SF Challenge Post with the hashtag **#hOTTTestTicketsInTown**).

(c) INSTAGRAM.

- (i) be a registered account holder of Instagram, a follower of **@thefordsuperfan** or find the Ford SUPERfan Instagram account here at

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<https://www.instagram.com/thefordsuperfan/> on Instagram;

- (ii) search for the Contest instructions which will be posted by the SF during the start date of each SF Challenge Period between 9:00 a.m. ET and 12:00 p.m. ET (the “**SF Challenge Instagram Post**”);
- (iii) respond to the SF Challenge Instagram Post, tagging **@thefordsuperfan** and including the hashtag **#hOTTTestTicketsInTown** in the SF Challenge Instagram Post response.

Each SF Challenge Tweet, SF Challenge Post, or SF Challenge Instagram Post that meets the submission conditions outlined in Section 5 below, otherwise complies with these Rules, and is received during the applicable SF Challenge Period qualifies as an entry in to the Contest (each an “**Challenge Entry**”, collectively “**Challenge Entries**”).

There are no limits as to the number of times a person may submit original and unique Challenge Entry into the Contest during the Contest Period.

Repeated, retweeted, or copied Challenge Entry attempts will not be accepted. The time and date shown on a Challenge Entry will be the official time stamp for determining the validity of each Challenge Entry.

GAME DAY:

During any given SF Challenge Period, the SF may post to social media accounts (Twitter: **@TheFordSUPERfan** handle; Facebook: the **Ford SUPERfan Facebook Page** (as defined below); Instagram: **@thefordsuperfan** handle) tasks an Entrant have to complete for a chance to win a Prize (as described below) via “Game Day Challenges” before a given Ottawa Senators home game. Tasks may include one of the following but are not limited to: 1) locate the SF in an area within a 5 km radius of the Canadian Tire Centre, based on hints that will be provided by the SF – SF will be wearing her Ford SUPERfan Gear; and 2) retweet the SF’s “Game Day Challenge” social media post as instructed. The fastest Entrants (number to be determined in the sole discretion of the SF) to complete the tasks required on a given “Game Day Challenge” will each be deemed a potential winner to receive one (1) Prize. The number of Prizes awarded via the Game Day method will be at the SF’s sole discretion as specified in each “Game Day Challenge” social post, up to ten (10) Prizes available per regular season Ottawa Senators home game. Limit one (1) entry per “Game Day Challenge” social post.

Entries from Twitter, Instagram and Facebook users with “private” or “protected” profiles/accounts (i.e., user has set their account so that only people the user has approved can view their updates) cannot and will not be accepted for entry into the Contest.

All Entrants and Entries are subject to the terms and conditions associated with creating and maintaining a Twitter, Instagram or Facebook account, as well as the Facebook, Instagram and Twitter privacy policies, which are at the sole discretion of Facebook, Instagram and Twitter. The Contest is open to existing Facebook, Instagram and Twitter account holders as well as new account holders.

In case of a dispute over the identity of an Entrant, the Authorized Account Holder of the Twitter, Instagram account or Facebook profile used for the Challenge Entry or Game Day Entry

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will be deemed to be the Entrant. "**Authorized Account Holder**" is defined as the natural person assigned to an email address and/or telephone number by an Internet access provider, online service provider, telephone service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address (a valid email address is required to register for a Twitter, Instagram or Facebook account). Potential winners may be required to show valid proof of being the Authorized Account Holder of the Twitter, Instagram account or Facebook profile associated with their potentially winning Entry.

All entries become the property of the Contest Sponsor and will not be returned or acknowledged.

5. **Submission Conditions:** The Contest Sponsor may, in its sole discretion, elect to use, in whole or in part, any Submission Materials (as defined below) submitted into this Contest for its own future advertising and/or promotional activities, without notice or compensation, and any Entrant submitting such materials forfeits any further copyright or similar claims to same. "**Submission Materials**" include, but are not limited to, photos, essays (including Tweets or Facebook or Instagram comment posts), videos, compilations, etc., as applicable for each SF Challenge Period. Each Entrant warrants to the Contest Sponsor and its respective parent and affiliate companies that his/her Submission Materials do not contravene or infringe upon anyone else's copyright, trademark or other intellectual property rights. Submission Materials must not:

- (a) contain/reference (as applicable) any third party, including minors, without the express prior written permission of such party or, in the case of a minor, the minor's parent or legal guardian, which each Entrant must be able to provide upon request from the Contest Sponsor;
- (b) contravene or infringe upon anyone else's copyright, trademark or other intellectual property rights;
- (c) contain defamatory words/statements (including words or symbols that are widely considered offensive to (without limitation) individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group);
- (d) threaten any person, place, business, or group;
- (e) disparages any persons or organizations, especially those associated with the Released Parties;
- (f) invade privacy or other rights of any person, firm, or entity;
- (g) contain/reference (as applicable) to material that is in any way unlawful, in violation of or contrary to all applicable federal, provincial or municipal laws and regulations where the submission is created;
- (h) contain/reference (as applicable) to material that is inappropriate, indecent (including but not limited to nudity or pornography), profane, obscene, hateful, tortuous, slanderous or libelous;

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- (i) contain/reference (as applicable) to any persons or organizations without their prior express written permission; and
- (j) otherwise deviate from or violate the Contest Sponsor’s policies, practices, values, and standards (collectively the “**Submission Conditions**”).

Where applicable, the Submission Materials must be created in a safe and lawful manner. The Contest Sponsor reserves the right, in its sole discretion, to: (a) revise Submission Materials, or request the Entrant(s) to revise and resubmit the Submission Materials in order to make such Submission Materials compliant with these Submission Conditions; (b) remove any Submission Materials which are deemed inappropriate according to the Contest Sponsor; and (c) disqualify any individual who is found: (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Rules; (iii) to be acting in an un-sportsmanlike or disruptive manner; (iv) to be in violation of any of the Submission Conditions specified above; or (v) to be engaging in any other offensive conduct that jeopardizes the integrity and/or administration of the Contest, which shall be determined at the Contest Sponsor’s sole discretion.

- 6. **Prize:** There are three hundred and sixty (360) prizes available to be won during the Contest Period, each consisting of one (1) pair of tickets to a 2016-2017 regular season Ottawa Senators home game at the Canadian Tire Centre in Ottawa, ON (specific game, date and seat location to be determined in sole discretion by CSEI) (each a “**Prize**”, collectively “**Prizes**”).

Approximate retail value of each Prize is two hundred dollars (CAD\$200.00). The Prize winners are not entitled to any difference between the actual retail value of the Prize and the approximate retail value stated herein.

The number of Prizes awarded for each SF Challenge Period is as follows:

SF Challenge Period	Maximum Prizes Available
SF Challenge Period #1	34
SF Challenge Period #2	34
SF Challenge Period #3	34
SF Challenge Period #4	34
SF Challenge Period #5	34
SF Challenge Period #6	34
SF Challenge Period #7	34
SF Challenge Period #8	34
SF Challenge Period #9	34
SF Challenge Period #10	34
SF Challenge Period #11	20

The minimum number of Prizes that will get awarded via the SF Challenge method will be twenty-four (24) for each of SF Challenge Period #1 to #10. The minimum number of Prizes that will get awarded via the SF Challenge method will be ten (10) for SF Challenge Period #11.

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Each Prize must be accepted as awarded, without substitution, and is not transferrable, refundable, for resale or convertible to cash. The Contest Sponsor and CSEI reserve the right, in the event that a Prize, or any component of a Prize, cannot be awarded as described for any reason, to substitute the same for another prize or component of equal or greater value, without notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash or otherwise.

The odds of winning a Prize depend on the number of eligible Challenge Entries received during a given SF Challenge Period, or the ability to find the SUPERfan in person and in time, or the chronological order and the ability in which the Entrants can complete the tasks during a given "Game Day Challenge".

All incidental costs and expenses not specifically referenced above, including without limitation, travel to and from the Canadian Tire Centre, food and beverage, souvenirs, incidentals, personal expenses and items of a personal nature, and other gratuities and taxes are the sole responsibility of each Prize winner (and their guests, if applicable).

Limit of one (1) Prize per Entrant, per SF Challenge Period.

The Contest Sponsor and CSEI will not be held to award more Prizes than as set out in these Rules. The actual number of Prizes awarded will be based on the number of eligible Entries received.

7. Winner Determination:

CHALLENGE:

A minimum of twenty-four (24) Challenge Entries will be selected via random drawing from among all eligible Challenge Entries received during each SF Challenge Period for SF Challenge Period #1 to #10. Ten (10) Challenge Entries will be selected via random drawing from among all eligible Challenge Entries received during SF Challenge Period #11. Entries will be selected by a representative of the Contest Sponsor via random drawing taking place in Ottawa, Ontario within twenty-four (24) hours of the conclusion of each SF Challenge Period (a "**Draw**"). The potential winner (the "**Selected Entrant**") of each SF Challenge Period will be notified via Direct Messaging on the social media platform (Twitter, Instagram or Facebook, as applicable) through which their selected Entry was submitted, within twenty-four (24) hours of the Draw (each a "**Challenge Winner Notification**"). Each Selected Entrant will be asked to provide the Contest Administrator with their contact information, within the period of time specified in the Direct Message. In the event that the Selected Entrant cannot be contacted for any reason in either method (including failing to reply to the Challenge Winner Notification) or, if contacted, does not claim his/her Prize, or does not meet all of the Contest conditions (including eligibility) outlined in these Rules, the Selected Entrant will be disqualified and forfeits his/her Prize, and another Entrant may be randomly drawn from among all remaining eligible Entries, in the Contest Sponsor's sole discretion. Each new Selected Entrant will be subject to the same process outlined in this section. This selection process will continue until contact is made with a Selected Entrant who meets Contests requirements or until there are no more eligible Entries, whichever comes first.

GAME DAY:

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In a given “Game Day Challenge”, the fastest Entrants (number to be determined in the sole discretion of the SF) to complete the tasks required on a given “Game Day Challenge” will each be deemed a Selected Entrant. The Selected Entrant of each Game Day Entry method will be notified immediately in person or via Direct Messaging on the social media platform (Twitter, Instagram or Facebook, as applicable) through the “Game Day Challenge” social post (each a “**Game Day Winner Notification**”). Each Selected Entrant will be asked to provide the Contest Administrator with their contact information in person, or within the period of time specified in the Direct Message. In the event that the Selected Entrant cannot be contacted for any reason (including failing to reply to the Game Day Entry Winner Notification) or, if contacted, does not claim his/her Prize, or does not meet all of the Contest conditions (including eligibility) outlined in these Rules, the Selected Entrant will be disqualified and forfeits his/her Prize, and the next fastest Entrant that completes the “Game Day Challenge” may be deemed a Selected Entrant. Each new Selected Entrant will be subject to the same process outlined in this section. This selection process will continue until contact is made with a Selected Entrant who meets Contests requirements or until there are no more eligible Entries, whichever comes first.

Proof of identification must be provided upon request for either method. The Contest Sponsor is not responsible for failed attempts to notify any Selected Entrant. Upon Prize forfeiture, no compensation will be given.

- 8. Winner Conditions:** To be declared a winner (“**Winner**”), a Selected Entrant must first: (i) have complied with, be in compliance with, and continue to comply with the Rules; (ii) correctly answer, unaided, a time-limited, mathematical skill-testing question to be administered via a Direct Message; and (iii) sign and return a Declaration and Release form before a period of time specified by the Contest Sponsor. If a Selected Entrant does not meet all of the Contest requirements, fails to correctly answer the skill-testing question, refuses to provide the contact information requested by the Contest Sponsor or does not sign and return the Declaration and Release Form to the Contest Sponsor, the Selected Entrant will forfeit his/her Prize and the Contest Sponsor shall be entitled to select another Entrant from the remaining eligible Entries until such time as contact is made with an Entrant or there are no more eligible Entries, whichever comes first. This process may continue until each Prize has been awarded or there is insufficient time to permit the awarding of any Prize. The Contest Sponsor is not responsible, whether as a result of human error or otherwise, for any failure to contact any Selected Entrant.
- 9. Tampering:** All Entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Rules may be disqualified by the Contest Sponsor, in its sole discretion. The Contest Sponsor takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed Entries, typographical or other production errors, or any errors or omissions in printing or advertising related to this Contest, as applicable. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, Contest entry services) will void all Entries by that Entrant.

The Contest Sponsor assumes no responsibility for failure of the Internet or any website during the Contest, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the Internet or on any website, or any combination thereof

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including any injury or damage to an Entrant's or any other person's computer related to or resulting from participation in the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

The Released Parties will not assume any responsibility of any nature whatsoever in all cases where their inability to hold the Contest or to remit any Prize to any Winner results from a cause beyond their control, including Acts of God, weather conditions, strike, lock-out or other labour dispute, or cancellation of the NHL game(s) for which a Prize has been awarded.

- 10. Modification/Termination:** Subject to applicable law, the Contest Sponsor reserves the right, in its sole discretion and without liability, to terminate or suspend the Contest, in whole or in part, or to modify the Rules of the Contest, at any time, without notice, if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of the Contest Sponsor corrupts the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest, as contemplated by these Rules, or for any other reason at the sole discretion of the Contest Sponsor. In such event, the Contest Sponsor may, in its sole discretion, choose to select (a) Winner(s) via random draw from among all eligible Entries received up until the time of cancellation, termination, modification, or suspension.
- 11. Privacy:** The Contest Sponsor is collecting personal data about Entrants for the purpose of administering this Contest only. No further informational or marketing communications will be received by Entrants.
- 12. Publicity:** By accepting a Prize, each Winner agrees that the Released Parties and their respective designees may use his/her name, social media name, photographs, videos, likenesses, city of residence, biographical information, Prize information and/or statements about this Contest for advertising and/or publicity purposes in any and all media (now or hereafter known) throughout the world, in perpetuity, without compensation, notification, or permission, unless otherwise prohibited by law.
- 13. Release and Liability:** By entering this Contest, each Entrant forever release and hold harmless the Released Parties from any and all damages, injuries, death, loss, or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use or misuse of any Prize, or while preparing for and/or participating in any Contest and/or Prize-related activity.
- 14. Construction:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Entrants and the Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, without giving effect to its conflict of law rules and provisions. All Entrants consent to the jurisdiction and venue of the Province of Ontario. All Entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts of Canada and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for

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any reason. The venue shall only be Toronto, Ontario.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable, these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

- 15. Social media platforms:** This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter, Facebook, Instagram or any other social media platform. Twitter, Facebook, Instagram and all other social media platforms are completely released of any and all liability by each Entrant in this Contest. Any questions, comments or concerns about the Contest must be directed to the Contest Sponsor and not Twitter, Facebook, Instagram or any social media platform.
- 16. Prize Supplier:** By entering the Contest, each Entrant acknowledges and agrees that CSEI's sole and exclusive role in the Contest is that of Prize supplier and that CSEI is in no way responsible for the administration of the Contest or the selection of Winners and that all such responsibility rests with the Contest Sponsor. By participating in the Contest, each Entrant releases and agrees to indemnify CSEI and hold it harmless from and against any and all costs, claims, damages, (including, without limitation, any special, incidental or consequential damages), or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Contest, or arising out of participation in any Contest-related or Prize-related activity, or the receipt, enjoyment, participation in, use or misuse, of any Contest or Prize-related activity, whether hosted by Contest Sponsor or a third party.