# **#ALL IN CONTEST**

### **CONTEST RULES**

By entering this Contest, entrants agree to abide by these Contest Rules. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc., Twitter, Inc., or Instagram, LLC. Facebook, Inc., Twitter, Inc., and Instagram, LLC are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor (defined below) and not to Facebook, Inc., Twitter, Inc., or Instagram, LLC.

# **ELIGIBILITY**

- 1. The #ALLIN contest (the "Contest") is conducted by Capital Sports & Entertainment Inc. (the "Sponsor") and is open to all legal residents of Canada who have reached the age of majority in the province in which they reside.
- 2. Entrants are not eligible to participate in the Contest if they are:
- a) employees, agents or representatives of the Sponsor, or its agents, affiliates, subsidiaries, related companies, 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 Contest 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 Sponsor 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 Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right to disqualify any entrant in its sole discretion, should any entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

## **HOW TO ENTER**

- 4. The Contest begins on Friday April 7, 2017 at 12:00 pm and ends on Friday April 14, 2017 at 9:00 am (the "Contest Period"). All times listed in these Contest Rules and in any Contest related materials (including posts about the Contest on Facebook, Twitter, and Instagram) refer to Eastern Daylight Time.
- (a) Contest Entry: NO PURCHASE NECESSARY. Commencing on or around Friday, April 7, 2017 at 12:00 pm, use your web browser to go to any of <a href="www.instagram.com">www.instagram.com</a>, <a href="www.insta

No entries will be accepted by any other means.

(b) **Photograph Requirements:** The Photograph required as part of the Contest Entry must meet <u>all</u> of the following requirements:

- i. Must be an original work created by the entrant;
- ii. Entrants must have all necessary rights, title and interest in the Photograph, including copyright;
- iii. 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 and Entry 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;
- iv. Must be consistent with the Sponsor's corporate image; and
- v. Must comply with these Contest 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 Contest Rules generally.

6. Entries are limited to one (1) Entry during the contest period. All Entries, including Photographs, become the property of the Sponsor once submitted to be used for the purposes contemplated herein and none will be returned for any reason. All Entries must be received during the Contest Period. The sole determinant of time for the purposes of receipt of a valid Entry shall be CSEl's server machines. In the case of multiple Entries, only the first Entry will be considered. Any attempt by an entrant to obtain more Entries by using multiple Twitter, Facebook, and/or Instagram accounts is prohibited and will also result in disqualification. Entries will be declared invalid if they are late, incomplete, irregular, falsified, altered, garbled, mechanically or electronically reproduced, or tampered with in any way.

Entries shall be deemed to be submitted by the authorized account holder of the Twitter, Facebook or Instagram account associated with the Entry. Potential winners may be required to provide Sponsor with proof that they are the authorized account holders of the Instagram, Twitter, or Facebook accounts associated with the winning Entries.

Entrants must comply with these Contest Rules and an entrant will be deemed to have received, understood and agreed to these Contest Rules if the entrant participates in this Contest.

### **PRIZES**

7. There is a total of ten (10) prizes (the "**Prize**") to be awarded, as described in section 10 below. The Prize consists of: (i) two (2) 300-level tickets an Ottawa Senators Home Playoff game at the Canadian Tire Centre (game selection determined based on date of random draw as outlined in section 10 below, exact seat location to be determined by CSEI)The approximate retail value of each prize is CDN \$100.00, including taxes and applicable fees. The odds of winning depend upon the number of eligible entries received. Each entrant will be eligible to win only one (1) Prize. The winners of the Prizes as determined in accordance with section 10 below

The winners of the Prizes as determined in accordance with section 10 below shall be individually referred to herein as a "Winner" and collectively referred to herein as the "Winners".

8. Prizes must be accepted as awarded (including but not limited to compliance with any and all scheduling requirements) and cannot be transferred, assigned, sold, substituted or redeemed for cash, except that the Sponsor, in its sole discretion, reserves the right to

substitute a prize of equal or greater value if any of the Prizes 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. Winners and their guests are responsible for transportation, accommodation, parking, food and beverage and all other incidental costs pertaining to the Prizes.

9. Each Winner will be directed as to how to claim his/her Prize after he/she has been successfully contacted and notified of the Prize, has complied with the Contest Rules and has signed and returned the Contest Release (described below) and any other documentation required by the Sponsor in its sole discretion. Prizes will be delivered within a reasonable period of time.

## **WINNER SELECTION**

On each of the draw dates ("Draw Date") set out below at 10:00am at Canadian Tire Centre in Ottawa, Ontario, five (5) eligible entrants will be selected by random draw from all eligible entries received by 8:59am on the respective deadline date ("Deadline Date") to become the recipient of a Prize. The pool of eligible entries shall be cumulative. By way of example, any eligible entries not selected for the first draw, shall remain in the pool of eligible entries for next draw. The Sponsor will continue to add entries to the pool of eligible entries for remaining Prizes provided such entries are received prior to 8:59am on the second Draw Date.

Prize #	Deadline Date	Draw Date	Senators Prize Game
1	9:00 am, April 12, 2017	10:00 am, April 12.2017	Home Game #1 April 12, 2017
2	9:00 am, April 14, 2017	10:00 am, April 14, 2017	Home Game #2 April 15, 2017

If a selected eligible entrant cannot be contacted by 3:00 pm. EST on the draw date he/she will be disqualified and another eligible entrant will be selected and contacted. The Sponsor is not responsible for a selected eligible entrant's failure to receive notification for any reason whatsoever.

## **SKILL TESTING QUESTION**

11. 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. The skill-testing question will be administered by telephone.

## **CONDITIONS OF PARTICIPATION**

- 12. By participating in this Contest, entrant agrees:
- a) to be bound by the Contest Rules;

- b) to be bound by the decisions of the Sponsor, which shall be final and binding in all respects; and
- c) to sign and return a publicity release and release of liability (the "Contest Release") which confirms, among other things, that the entrant releases the Sponsor, Capital Sports Properties Inc. (Canadian Tire Centre), Twitter, Inc., Facebook, Inc., and Instagram, LLC, Aramark Entertainment Services (Canada), Inc., the National Hockey League ("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 (collectively, the "Released Parties") from any and all liability arising out of or in any way connected to his or her 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, 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. This release and indemnity shall continue in force following the termination of the Contest and/or the awarding of the Prizes.

### PUBLICITY RELEASE AND RELEASE OF LIABILITY

- (a) To the extent permitted by law, each entrant agrees that entry in the Contest constitutes permission, in perpetuity, that the Sponsor may use worldwide, the entrant's city/province of residence, name, and Photograph for advertising and/or publicity purposes related to the Ottawa Senators, the Contest and/or similar future promotions, in any and all media, now known or hereafter devised, and without any additional consideration or any compensation of any kind.
  - (b) The executed Contest Release must be returned within three (3) business days of the date of receipt by a selected eligible entrant or such selected eligible entrant shall be disqualified and his/her Prize forfeited.

# LIMITATION OF LIABILITY

14. The Sponsor is 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 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, e-mail, players, or browsers on account of technical problems or traffic congestion on the Internet, any websites related to the Contest, 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 Sponsor's control.

### **DISQUALIFICATION**

15. The Sponsor reserves the right, in its 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 Contest

Rules. The Sponsor reserves 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**

16. You are providing your personal information to the Sponsor and not to Twitter, Inc., Facebook, Inc., or Instagram, LLC. By participating in the Contest, the entrant consents to the collection, use and disclosure of his/her personal information by the Sponsor for the purpose of administering the Contest, awarding the Prizes and announcing the Winners and any subsequent advertising or promotion related thereto. Personal information collected in connection with the Contest will be used by the Sponsor in accordance with the Sponsor's privacy policy available at <a href="https://www.ottawasenators.com">www.ottawasenators.com</a>.

### INTELLECTUAL PROPERTY

17. 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 Sponsor and/or its 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**

18. By submitting an Entry in the Contest, the entrant represents and warrants that: (i) the Photograph 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 Sponsor to use the Photograph as contemplated herein; (ii) the Photograph does not infringe upon the intellectual property or other statutory or common law rights of any third party; and (iii) any individual(s) featured in the Photograph or their parents/legal guardians if applicable, have granted their consent to the submission of the Photograph in the Contest and to the subsequent use by the Sponsor of the Photograph in any advertising and/or marketing of the Contest, the Ottawa Senators, or any similar future promotions, in any media that may be selected by the Sponsor, including without limitation on the internet at <a href="https://www.ottawasenators.com">www.ottawasenators.com</a>. By submitting an Entry in this Contest, the entrant agrees to indemnify and hold harmless the Released Parties from and against any claim, or liability arising from or related to the submission of the Photograph in this Contest.

# **GOVERNING LAW**

- 19. 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 Contest Rules or the rights and obligations as between the entrant and the Sponsor 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.
- 20. Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, the Sponsor reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, or modify, amend or suspend the Contest and/or the Contest Rules in any way at any time for any reason without prior notice or compensation.

## QUEBEC RESIDENTS

21. Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux (the "Régie") 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. In the event that there is a discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.

## **DISCREPANCIES**

21. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials or advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

# **OFFICIAL RULES**

22. These Contest Rules will be available at the Ottawa Senators Reception Desk (Gate #2) located at Canadian Tire Centre, 1000 Palladium Drive, Kanata, Ontario, K2V 1A5 and online at <a href="https://www.ottawasenators.com">www.ottawasenators.com</a>.