

OFFICIAL RULES

SENATORS® SPORT CHEK #CHEKyoselfie CONTEST

By entering this Contest, entrants agree to abide by these Official 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 Sponsors (defined below) and not to Facebook, Inc., Twitter, Inc., or Instagram, LLC.

ELIGIBILITY

1. The SENATORS® SPORT CHEK #CHEKyoselfie contest (the “**Contest**”) is sponsored and administered by Capital Sports & Entertainment Inc. (“**Ottawa Senators**”) and FGL Sports Ltd. (“**SportChek**”) (Ottawa Senators and SportChek to be collectively referred to as the “**Sponsors**”) and is open to all legal residents of Canada who reside in the province of Ontario and are eighteen (18) years of age or older at the time of entry.
2. Entrants are not eligible to participate in the Contest if they are:
 - a) employees, agents or representatives of the Sponsors, or their respective 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 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 begins on Thursday, October 5, 2017 at 7:30 p.m. Eastern Daylight Time (“**EDT**”) and ends on Wednesday, April 7, 2018 at 10:00 a.m. EDT (the “**Contest Period**”). Where used in these Official Rules, “**EST**” shall refer to Eastern Standard Time and shall be the governing time zone from November 1, 2017 until March 13, 2018.
5. **NO PURCHASE NECESSARY TO ENTER.**
 - a. Take a new digital photograph, or select one of your existing digital photographs, which demonstrate why you are the “greatest” Ottawa Senators fan (a “**Photograph Submission**”). Photograph Submissions should demonstrate creativity and originality (e.g. wearing Ottawa Senators colours, wearing clothes with the Ottawa Senators Hockey Club logo, painting your face, or dressing in an Ottawa Senators Hockey Club theme). Entrants are encouraged to create more than one Photograph Submission during the Contest Period.
 - b. Entries will be accepted on forty-one (41) days within the Contest Period, being Thursday, October 5, 2017 and subsequent to such date, on the date of each of the forty (40) Ottawa Senators regular season home games to be played during the Contest Period (collectively, the “**Contest Entry Days**”, each a “**Contest Entry Day**”). For the 2017-2018 Ottawa Senators regular season schedule visit <https://www.nhl.com/senators/schedule>.
 - c. Commencing at approximately 10:00 a.m. EDT/EST as applicable, on each Contest Entry Day, monitor the Ottawa Senators Twitter Feed (@Senators) for messages indicating the Sponsors are now accepting entries.
 - d. Once you view such a message, login to your Twitter, Facebook or Instagram account (or sign up for a free account following the registration instructions on the respective sites) and upload your Photograph Submission. Tweet/Post your Photograph Submission making sure to include the hashtag “CHEKyoselfie”.
 - e. Entries will be accepted until approximately 11:59 p.m. on each Contest Entry Day.

No entries will be accepted by any other means.

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6. Entries are limited to one (1) entry per person per day. In the case of multiple entries, only the first entry will be considered. All entries, including digital copies of the Photograph Submissions, become the property of the Sponsors 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. 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.

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

PRIZES

7. There are forty-one (41) prizes (each, a “Prize”) in total to be awarded in accordance with section 10 below. Each entrant selected in accordance with section 10 below 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: (i) two (2) tickets for the SPORTCHEK “Better Seats” (located in the 300 level of Canadian Tire Centre) for an Ottawa Senators Hockey Club regular season home game (game selection to be determined by the Sponsors); and (ii) one (1) fifty dollar (\$50.00) gift certificate valid at Chek Point restaurant located in the Canadian Tire Centre. The approximate retail value of each Prize is \$168.00 (CDN) including taxes and applicable fees. The odds of winning depend upon the number of eligible entries received each Contest Entry Day. Each entrant will be eligible to win only one (1) Prize.
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 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. Winners and their guests are responsible for transportation, parking, accommodation, food and beverage and all taxes, gratuities and all other incidental costs pertaining to their respective Prizes.
9. After he/she has been successfully contacted, a potential Winner will be asked to meet with a representative of the Ottawa Senators prior to his/her Prize game. The representative will provide such potential Winner with a Contest Release (as defined below) which must be executed prior to the start of the Prize Game. A potential Winner must be in compliance with the Official Rules and the Contest Release must be completed, signed and returned to the Ottawa Senators representative prior to delivery of his/her respective Prize.

RANDOM DRAW

10. At approximately 11:00 am EDT/EST as applicable, on the next day following each Contest Entry Day, at Canadian Tire Centre in Ottawa, Ontario, one (1) eligible entrant will be selected by random draw from all eligible entries received the day before. Selected eligible entrants will be notified via direct message to the social media account associated with the winning posts. Selected eligible entrants will have twenty-four (24) hours from the time of the direct message to respond and claim their Prize. If a selected eligible entrant fails to respond within twenty-four (24) hours, does not meet all of the Contest entry requirements, fails to correctly answer the skill-testing question (described below), or refuses to sign and return the Contest Release, he/she will be disqualified and the Sponsors shall be entitled to award the Prize to an alternate eligible entrant. The Sponsors are not responsible, whether as a result of human error or otherwise, for any selected eligible entrant’s failure to receive notification.

PHOTOGRAPH SUBMISSION REQUIREMENTS AND CONDITIONS

11. The Photograph Submissions required as part of the Contest entry must meet all of the following requirements:
 - a) Must be an original work created by the entrant;
 - b) Must be created for the purpose of entering the Contest;
 - c) Entrants must have all necessary rights, title and interest in the Photograph Submission, including copyright;
 - d) Must not infringe upon the intellectual property rights, defame or invade the rights of any third party, living or deceased;
 - e) Must not use any brand names, trade names, or trademarks of any third parties;
 - f) Must be suitable for family audiences and for display and publication on a national level, as determined in the sole determination of the Sponsors. Without limiting the
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generality of the foregoing, the Photograph Submission 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.

- g) Must be consistent with the Sponsors' corporate image; and
- h) Must comply with these Official Rules.

The Sponsors reserve the right at any time, in their sole and absolute discretion, to disqualify any entry that it determines does not comply with the criteria stated above or with these Official Rules generally.

SKILL TESTING QUESTION

- 12. 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

- 13. 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, within the time stipulated, a publicity release and release of liability (the "**Contest Release**") which confirms, among other things, that the entrant releases Capital Sports & Entertainment Inc. (the Ottawa Senators), FGL Sports Ltd. (SportChek), Capital Sports Properties Inc. (Canadian Tire Centre), Capital Tickets Inc., Aramark Entertainment Services (Canada), Inc., Twitter, Inc., Facebook, Inc., Instagram, LLC, 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 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 a Prize, the use of personal information described herein, the use of the Photograph Submission, 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
 - d) to return the executed Contest Release prior to his/her Prize game or such entrant shall be disqualified and the right to his/her respective Prize forfeited.

PUBLICITY

- 14. To the extent permitted by law, each entrant agrees that entry in the Contest constitutes permission, in perpetuity, that the Sponsors may use worldwide, the entrants city/province of residence, name and Photograph Submission for advertising and/or publicity purposes related to the Ottawa Senators Hockey Club, SPORTCHEK, the Contest, and/or similar future promotions by either Sponsor, in any and all media, now known or hereafter devised, and without any additional consideration or any compensation of any kind.

LIMITATION OF LIABILITY

- 15. 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 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 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

16. 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

17. 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 their privacy policies available at www.ottawasenators.com and www.fglsports.com respectively. You can also contact SportChek or communicate your privacy concerns by emailing SportChek at privacy@fglsports.com.

INTELLECTUAL PROPERTY

18. 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

19. By submitting an entry in the Contest, the entrant represents and warrants that: (i) the Photograph Submission 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 Photograph Submission as contemplated herein; (ii) the Photograph Submission 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 Submission or their parent/legal guardians, if applicable, have granted their consent to the submission of the Photograph Submission in the Contest and to the subsequent use by the Sponsors of the Photograph Submission in any advertising and/or marketing of the Contest, the Ottawa Senators Hockey Club, SPORTCHEK, or any similar future promotions by either Sponsor, in any media that may be selected by the Sponsors, including without limitation on the internet on their respective websites. 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 Submissions in this Contest.

GOVERNING LAW

20. 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.
21. 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

22. 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

23. These Official Rules will be available at the Ottawa Senators Hockey Club Reception Desk (Gate #2) located at Canadian Tire Centre, 1000 Palladium Drive, Ottawa, Ontario, K2V 1A5 and online at www.ottawasenators.com.
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