

# OFFICIAL RULES

## JEFF DUNHAM WIN FRONT ROW TICKETS CONTEST– OTTAWA SUN

### CONTEST RULES

#### ELIGIBILITY

1. The **Jeff Dunham Contest – Ottawa Sun** (the “**Contest**”) is conducted by Capital Sports Properties Inc. (the “**Sponsor**”) and is open to all legal residents of Canada (excluding residents of the province of Quebec) 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 entry or entrant in its 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 **Sunday, February 10, 2019 at 9 am** and ends on **Monday, February 25, 2019 at 5 pm** (the “**Contest Period**”). All times listed in the Contest Rules refer to Eastern Standard Time.
5. There is no purchase necessary to enter the Contest. To enter either:
  - a) complete the entry form located in the Ottawa Sun – insertion dates **Sunday, February 10, Wednesday, February 13 and Tuesday, February 19, 2019** or
  - b) create a hand-drawn ballot marked **Jeff Dunham Ottawa Sun Contest**” indicating the following information: your full name, address, home telephone number, and valid email address, and mail/drop off the ballot to the attention of the Sponsor located at Canadian Tire Centre, 1000 Palladium Drive, Kanata, Ontario, K2V 1A5 or
  - c) Visit [www.canadiantirecentre.com/contests](http://www.canadiantirecentre.com/contests) to enter on line. No entries will be accepted by any other means
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 become the sole property of the Sponsor 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 received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the Entry. For the purpose of the Contest Rules, “authorized account holder” of an e-mail address means the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning Entry.

#### PRIZE

7. (a) There will be **one (1) Grand Prize (“The Grand Prize”)** awarded to the Grand Prize winner consisting of **two (2) front row floor tickets to see Jeff Dunham on Sunday, March 3, 2019 at 3 p.m.** The approximate retail value of the Prize is **Cdn \$130, not including taxes and applicable fees.** The odds of winning depend upon

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the number of eligible entries received.

- (b) There will be **one (1) Secondary Prize** (the “**Secondary Prize**”) awarded to the Secondary Prize winner (the “**Secondary Prize Winner**”) in accordance with section 10 below each consisting of **two (2) tickets in the 200-level to see to Jeff Dunham at Canadian Tire Centre on Sunday, March 3, 2019 at 3 p.m.** The approximate retail value of each Secondary Prize is **Cdn \$130.00 excluding taxes and applicable fees.**
  - (c) The Grand Prize and the Secondary Prize may be generally referred to herein as a “**Prize**” and collectively referred to herein as the “**Prizes**”. The Grand Prize Winner and the Secondary Prize Winners may be generally referred to herein as a “**Winner**” and collectively referred to herein as the “**Winners**”. The odds of winning a Prize depend upon the number of eligible entries received. Entrants are eligible to win only one (1) prize offered by Capital Sports Properties Inc. within any one hundred and eighty (180) day period, regardless of the number of contests entered.
8. The Prize must be accepted as awarded 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 the Prize cannot be awarded as described due to unavailability for any reason. In the event that the 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. Winner and Winner’s Guests are responsible for transportation, parking, accommodation, food and beverage and all taxes, gratuities and all other incidental costs pertaining to the Prize.
9. The Winner may claim his/her Prize at Canadian Tire Centre located at 1000 Palladium Dr., Kanata, Ontario two (2) days after he/she has been successfully contacted and notified of his/her Prize, has complied with the Contest Rules and has signed and returned the Contest Release (described below).”

## RANDOM DRAW

10. On **Tuesday, February 26, 2019 at 9 a.m. at Canadian Tire Centre in Kanata, Ontario**, two (2) eligible entrants will be selected by a random draw from all eligible entries received to receive a Prize. The first eligible entrant selected, subject to compliance with the Contest Rules, shall receive the Grand Prize. The second eligible entrant selected, subject to compliance with the Contest Rules, shall receive a Secondary Prize. Selected eligible entrants will be notified by **phone, or email** on or before **Tuesday, February 26, 2019 at 5 p.m.** If a selected eligible entrant cannot be contacted by **phone, or email** on or before **Wednesday, February 27, 2019 at 1 p.m.**, 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 the Prize, the selected eligible entrant shall be required to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise. The selected eligible entrant 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: (i) releases Capital Sports Properties Inc. (Canadian Tire Centre), Capital Sports & Entertainment Inc. (the Ottawa Senators), **Icon Concerts, Post Media, The Ottawa Sun**, 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 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; and (ii) grants to the Sponsor and/or its agents 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**

13. The executed Contest Release must be returned by **Thursday, February 28, 2019 at 5 p.m.** or the selected eligible entrant shall be disqualified and the 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 and/or the Contest Website; 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, the Contest Website, any related website, 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. 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 Prize and announcing the Winner 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 [www.canadiantirecentre.com](http://www.canadiantirecentre.com).

## **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, 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.

## **GOVERNING LAW**

18. 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.
  19. 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.
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## DISCREPANCIES

20. 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.

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21. These Contest Rules will be available at [www.canadiantirecentre.com](http://www.canadiantirecentre.com). To receive a copy of the Contest Rules, mail a self-addressed stamped envelope to **Canadian Tire Centre –Ottawa Sun Jeff Dunham Contest Rules, 1000 Palladium Drive, Gate 2, Kanata, ON K2V 1A5**. All requests must be received by the Sponsor by **Tuesday, February 19, 2019 at 5 p.m.** Limit of one (1) request per outer envelope.
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