

# OFFICIAL RULES

## Ottawa Black Bears Season Slogan Contest

By participating in this Contest (defined below), Entrants and Voters agree to abide by these Official Rules. Standard data rates apply to Entrants/Voters who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

### ELIGIBILITY

1. The *Ottawa Black Bears Season Slogan* contest (the “**Contest**”) is conducted by Capital Sports Properties Inc. (“**CSPI**”, owner of the Canadian Tire Centre) and GF Sports & Entertainment (“**GF**”, owner of the Ottawa Black Bears) (CSPI and GF to be collectively referred to herein as the “**Sponsors**”).

All entrants in the Contest must be legal residents of Canada who: (a) reside within the Province of Ontario or the Province of Quebec; and (b) have reached eighteen (18) years of age at the time of entering the Contest (i.e. submitting their Slogan as described in section 4) (“**Entrants**”).

In order to be eligible to win the Draw Prize described in section 8(b) below, participants in the fan voting process described in section 13 below (“**Voters**”) must be legal residents of Canada who have reached the age of majority in the province in which they reside at the time of voting.

2. Entrants are not eligible to participate in the Contest, and Voters will not be eligible to win the Draw Prize, if they are:
  - a. employees, agents or representatives of:
    - i. the Sponsors;
    - ii. any of the businesses located in the Canadian Tire Centre; or
    - iii. the affiliates, subsidiaries, related companies, sponsors, advertising or promotional agencies, or assignees of any of the parties listed in subparagraphs (i) or (ii) above; or
  - b. a member of the household and/or immediate family of any of the parties listed in paragraph (a) above. 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 Entrant/Voter in their sole discretion, should any Entrant/Voter at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

### HOW TO PARTICIPATE

4. NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING THIS CONTEST.

To enter the Contest for a chance to win the Grand Prize (described in section 8(a) below):

- a. Create an original and unique slogan that you would like to see the Ottawa Black Bears use, and the Ottawa-Gatineau community embrace, for the team’s 2024-2025 National Lacrosse League season (a “**Slogan**”); and
- b. Visit <https://www.canadiantirecentre.com/ottawa-black-bears-slogan-contest/> (the “**Contest Webpage**”). Fully complete and submit the entry form found on the Contest Webpage, which will include the following:
  - **Contact information:** your name, city of residence, email address and phone number; and
  - **Slogan submission:** your original and unique Slogan along with a brief description of its meaning / why you think it would be a good choice for the Ottawa Black Bears season slogan.
  - **Agreement to abide by these Official Rules:** in order to enter the Contest, you must indicate that you have read these Official Rules and agree to abide by the terms and conditions set out herein.

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No entries will be accepted by any other means.

Entrants who do not indicate their agreement to these Official Rules will not have their Slogans/entries reviewed. Entries/Slogans that are not in compliance with sections 5 and 6 below, or otherwise with the terms and conditions set out in these Official Rules, will be voided, eliminated, and not eligible for consideration.

5. The submission of entry forms shall begin on **Friday, April 12, 2024 at 8:00 a.m.** and shall close on **Friday, April 12, 2024 at 4:59 p.m.** (the “**Entry Period**”). All times listed in these Official Rules refer to Eastern Daylight Time.
6. By participating in the Contest, each Entrant hereby represents, warrants and agrees that:
  - a. The Slogan being submitted is an original and unique work created by the Entrant;
  - b. Submission of the Slogan by the Entrant, and use of the Slogan by the Sponsors, will not violate any law, statute, ordinance or regulation; and
  - c. The Entrant has all necessary rights, title and interest in and to the Slogan, including any copyright, trade-mark and/or other intellectual property rights and submission of the Slogan by the Entrant, and use of the Slogan by the Sponsors, will not give rise to any claims whatsoever, including, but not limited to, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party.
  - d. The Slogan must be suitable for family audiences and for use, display, posting and publication on a national level, as determined in the sole discretion of the Sponsors. Without limiting the generality of the foregoing, the Slogan 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 as may be determined by the Sponsors in their sole discretion;
  - e. Must be consistent with the Sponsors’ corporate images; and
  - f. Must comply with these Official Rules.

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

7. Entrants are welcome to submit multiple entries so long as each entry contains a different original and unique Slogan created by the Entrant. All entries, including Slogans, become the property of the Sponsors and will not be acknowledged or returned. All entries must be received during the Entry Period. The sole determinant of time for the purposes of receipt of a valid entry or vote, as described below, in the Contest shall be the computer servers of CSPI. 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, and fan votes as described in section 13(a) below, shall be deemed to be submitted by the authorized account holder of the email account associated with the entry/vote. For the purpose of the Official Rules, ‘authorized account holder’ of an email address means the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Potential winners of the Grand Prize and Draw Prize may be required to provide the Sponsors with proof that the potential winners are the authorized account holder of the email account associated with the winning entry/vote.

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

## PRIZES

8. (a) There will be one (1) grand prize (the “**Grand Prize**”) awarded to an eligible Entrant (the “**Grand Prize Winner**”) as described in sections 12 and 13(a) below. The Grand Prize consists of: (a) one (1) pair of full season tickets in the 100 Level valid for all Ottawa Black Bears 2024-2025 regular season home games to be played at the Canadian Tire Centre in Ottawa, Ontario (exact seat location to be determined by the Sponsors); and (b) one (1) Ottawa Black Bears Jersey (size and colour to be determined by the Sponsors). The approximate retail value of the Grand Prize is **\$730.00 (CAD)** including applicable taxes and fees.

The odds of winning the Grand Prize depend upon the number and calibre of eligible entries received during the Entry Period.

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(b) There will be one (1) draw prize (the “**Draw Prize**”) awarded to an eligible Voter (the “**Draw Prize Winner**”) as described in section 13(b) below. The Draw Prize consists of an Ottawa Black Bears Swag Pack (being an Ottawa Black Bears branded t-shirt and hat; sizes and colours to be determined by the Sponsors). The approximate retail value of the Draw Prize is **\$50.00 (CAD)** including applicable taxes.

The odds of winning the Draw Prize depend upon the number of eligible Voters who cast votes ahead of the Early Voting Deadline described in section 13(b) below.

(c) The Grand Prize and the Draw Prize shall each be generally referred to herein as a “**Prize**” and collectively referred to herein as the “**Prizes**”. The Grand Prize Winner and the Draw Prize Winner shall each be generally referred to herein as a “**Winner**” and collectively referred to herein as the “**Winners**”.

9. 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 are responsible for transportation, parking, accommodation, food and beverage and all taxes, gratuities and all other incidental costs pertaining to the Prizes.
10. The Grand Prize Winner and any accompanying guests acknowledge and accept all risk of damages, injury or other loss incidental to any Ottawa Black Bears game for which tickets are issued as part of the Grand Prize, whether occurring before, during or after the game, and hereby voluntarily agree to assume the same. The Sponsors reserve the right to refuse admission and/or to expel from the game and/or any other aspect of the Grand Prize, any person whose conduct is deemed by it to be objectionable. Expulsion from the game cancels the tickets for the offending individual(s) and the individual(s) thereupon forfeit(s) all claims with respect to the tickets. Participation in the Grand Prize is subject to compliance with all applicable laws, by-laws, regulations and any applicable Canadian Tire Centre rules (including without limitation health and safety protocols); failure to comply may result in non-admission or expulsion from further participation in the Grand Prize.
11. Winners may claim their respective Prizes from the Sponsors after the Winners have been successfully contacted and notified of the respective Prize, have complied with the Official Rules, and have signed and returned the Contest Release (described below). Prizes will be delivered within a reasonable period of time.

## WINNER SELECTION

12. **Grand Prize - Finalist Selection:** On or about **9:00 a.m. on Monday, April 15, 2024**, at the Canadian Tire Centre in Ottawa, Ontario, a panel of three (3) judges from the Sponsors will, in their complete and sole discretion, judge each of the eligible entries based on the following criteria: creativity of the Slogan (40%), deemed marketability of the Slogan (40%), and assessment of the Slogan’s meaning (20%). Approximately four (4)\* of the highest scoring entries, as determined by the judges, will be deemed to be “**Finalist Slogans**” and, subject to compliance with these Official Rules, will be included in the Fan Voting procedure described in section 13(a) below to determine the Grand Prize Winner.

\*The Sponsors reserve the right to adjust the number of Finalist Slogans to be selected based on the quality of the entries received.

13. (a) **Grand Prize - Fan Voting:** The Grand Prize Winner will be determined by fan voting for the Finalist Slogans at <https://www.canadiantirecentre.com/ottawa-black-bears-slogan-contest-voting/> (the “**Voting Webpage**”). You do not need to submit an entry/Slogan in order to participate in the voting. Voters must submit an email address in order to participate in voting. Only one (1) vote per email address may be cast. Voting will proceed as follows:
  - Beginning at **8:00 a.m. on Wednesday, April 17, 2024** and ending at **4:59 p.m. on Monday, April 22, 2024**, Voters will be able to submit votes on the Voting Webpage for their favourite Finalist Slogan. The Entrant who submitted the Slogan that receives the most fan votes will “win” the Grand Prize, subject to compliance with these Official Rules.

In the event of a tie in fan voting, the Sponsors shall have sole and absolute discretion to select the Grand Prize Winner based on the score determined in section 12 above.

Commencing at approximately 9:00 a.m. on Tuesday, April 2, 2024, representatives of

CSPI will make three (3) attempts to contact the Entrant who submitted the “winning” Slogan by email. The selected Entrant will have one (1) week from the time of the final contact attempt to respond and claim the Grand Prize. If the selected Entrant fails to respond within such one (1) week period; does not meet all of the Contest entry requirements; refuses to sign and return a Contest Release; or if the Grand Prize notification is returned as undeliverable, such selected Entrant will be disqualified and the eligible Entrant who submitted the next most popular Slogan, as determined by fan voting, will be contacted. The Sponsors are not responsible for an Entrant’s failure to receive notification for any reason whatsoever or an Entrant’s failure to respond to an attempted contact.

(b) **Early Voting Deadline – Draw Prize Allocation:** At approximately 9:00 a.m. on Monday, April 22, 2024, at the Canadian Tire Centre in Ottawa, Ontario, representatives of the Sponsors will select one Voter by random draw from the pool of Voters who submitted votes by **11:59 p.m. on Friday, April 19, 2024** (the “**Early Voting Deadline**”).

Commencing at approximately 9:30 a.m. on Monday, April 22, 2024, representatives of CSPI will make three (3) attempts to contact the selected Voter by email. The selected Voter will have forty-eight (48) hours from the time of the final contact attempt to respond and claim the Draw Prize. If the selected Voter fails to respond within such forty-eight (48) hour period; does not meet all of the Draw Prize eligibility requirements set out in sections 1 and 2 above; refuses to sign and return a Contest Release; or if the Draw Prize notification is returned as undeliverable, such selected Voter will be disqualified and another Voter will be selected and contacted. The Sponsors are not responsible for a selected Voter’s failure to receive notification for any reason whatsoever or a selected Voter’s failure to respond to an attempted contact.

## SKILL TESTING QUESTION

14. In order to be eligible to win a Prize, the selected eligible Entrant or Voter may 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 or Voter may be required to swear an affidavit indicating compliance with this section. The skill-testing question will be administered by telephone.

## CONDITIONS OF PARTICIPATION

15. By participating in this Contest, each Entrant and Voter 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; 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 and holds harmless, to the full extent of the law, CSPI, GF, Capital Sports & Entertainment Inc. (the Ottawa Senators), the National Lacrosse League (the “**NLL**”), the NLL member teams, current and former NLL 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 (the “**Contest Parties**”) from any and all liability arising out of or in any way connected to the entrant’s participation in the Contest, participation in any Contest-related activity, the acceptance, use or misuse of a Prize or any portion thereof, the use of personal information described herein 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, illnesses, 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 Sponsors and/or their respective agents the unrestricted right to produce, reproduce, publish, broadcast, communicate, exhibit, distribute, adapt and otherwise use or re-use the Entrant’s/Voter’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. This release and indemnity shall continue in force following the termination of the Contest and/or the awarding of the Prize.

## PUBLICITY RELEASE AND RELEASE OF LIABILITY

16. The executed Contest Release must be returned within three (3) business days of the date of receipt by the selected Entrant or Voter or such selected Entrant/Voter shall be disqualified and the respective Prize forfeited.

## LIMITATION OF LIABILITY

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17. 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 (including the Contest Webpage and Voting Webpage); 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, including without limitation the Contest Webpage and Voting Webpage, or any combination thereof or otherwise; for any injury or damage to entrant, entrant's mobile device or computer, or any other person's mobile device or 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.

CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW.

## DISQUALIFICATION

18. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant who is (i) found to be tampering with the entry process or with the operation and administration of the Contest; (ii) acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest; (iii) or in violation of the Official Rules. Automated entries or votes sent via bots will be disqualified. Automated and/or repetitive electronic submissions (including but not limited to entries or votes made using any script, macro, bot or contest service) will be automatically disqualified and transmissions from these or related accounts may be blocked. The Sponsors reserve the right to seek damages and other remedies from any such entrant or individual to the fullest extent permitted by law, including but not limited to criminal prosecution.

## USE OF PERSONAL INFORMATION

19. By participating in the Contest, each Entrant/Voter consents to the collection, use and disclosure of their 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 CSPI's privacy policy available at [www.canadiantirecentre.com](http://www.canadiantirecentre.com).

Entrants and/or Voters may be given the option to receive commercial emails and/or other marketing communications from CSPI, CSPI on behalf of the Ottawa Black Bears, and/or CSPI's affiliates; however, eligibility to participate in the Contest is not dependent upon an Entrant's or Voter's consent to receive any such emails or communications, and consenting to receiving such emails or communications will not impact an Entrant's chances of winning the Grand Prize or a Voter's chances of winning the Draw Prize. The Sponsors will not send informational or marketing communications to Entrants or Voters, unless such Entrants or Voters consent to receive such communications in accordance with applicable laws. Entrants/Voters may at any time opt out of receiving such materials by following the unsubscribe instructions provided in any of these communications. Please consult CSPI's Privacy Policy, referenced above for further information on how CSPI, collects, uses and discloses personal information. Any questions or concerns with respect to communications from CSPI may be addressed to CSPI's Privacy Officer as outlined in the Privacy Policy. Where an Entrant/Voter elects to receive informational or marketing communications from CSPI's affiliates, such Entrant/Voter understands and agrees that Entrant's/Voter's personal information will be subject to such party's privacy policy and information handling standards and practices.

## INTELLECTUAL PROPERTY

20. 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, NLL, 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.

## CONSENT, LICENSE AND RELEASE

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21. In exchange for the opportunity to participate in this Contest, and the possible use of Entrant's Slogan and/or possible appearance of Entrant in any audio, visual, and/or multimedia production advertising and/or promoting this Contest, the Slogan, the Ottawa Black Bears and/or the Canadian Tire Centre, the receipt of which opportunities shall be sufficient consideration for this Consent, License, and Release, each Entrant does hereby:
- a. grant to the Sponsors and each of their respective designees the perpetual and unlimited right and license to use, edit, modify, duplicate, and/or create derivative works from the Entrant's Slogan throughout the world via any media now known or hereafter developed, without limitation and without notice or payment of any compensation to the Entrant or the Entrant's heirs and successors, except where prohibited by law, including, but not limited to, the right for Sponsors to publish, display, broadcast, distribute, reproduce, perform, and otherwise use and exploit the Slogan via the Internet (including without limitation social media platforms) or any other interactive media, in stadium, on television, and in print (i) on its own or as part of any audiovisual or other production; (ii) to advertise any products, programming, or services of the Sponsors or for any other advertising, marketing, publicity, and promotional purposes; and (iii) for any other purpose whatsoever;
  - b. agree that the foregoing license includes without limitation the right: (i) to edit, alter, distort, add to, rearrange, and otherwise modify the Slogan and use the Slogan in whole or in part or in combination with other materials, words, phrases, or intellectual property (including without limitation any word marks or logos); and (ii) to assign and/or license others to use the Slogan for all of the purposes hereunder;
  - c. forever waive and relinquish, on behalf of the Entrant and the Entrant's heirs, executors, administrators and assigns any and all rights, including but not limited to moral rights and goodwill in and to the Slogan;
  - d. acknowledge that the Entrant shall have no right of approval of any use of the Slogan as permitted hereunder;
  - e. agree that the Entrant shall use the Slogan solely for Entrant's personal, non-public, non-commercial use; and
  - f. indemnify, hold harmless and fully release the Contest Parties from any and all claims, demands, losses, promises, causes of action, and/or liabilities for any losses, or damages of any kind caused, directly or indirectly, in whole or in part, by Entrant's submission of the Slogan, including, but not limited to, claims of copyright or trademark infringement, false endorsement, libel, slander, defamation, or infringement of rights of publicity or privacy.

Nothing herein will obligate Sponsors to make any use of any of the rights set forth herein.

## GOVERNING LAW

22. 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. The decisions of the Sponsors with respect to all aspects of the Contest are final and binding.
23. 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. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, such as tampering, the Sponsors reserve the right to cancel the Contest. The Contest Parties shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest or its termination, suspension or amendment, including, but not limited to, any damage to an entrant's mobile phone, computer equipment, system, software or any combination thereof, as a result of the entrant's participation in this Contest.

## DISCREPANCIES

24. 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,
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govern and control. In the event that there is a discrepancy or inconsistency between the English language version and the French language version of the Official Rules, the English version shall prevail, govern and control.

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25. These Official Rules will be available at the Ottawa Senators Reception Desk (Gate #2) located at Canadian Tire Centre, 1000 Palladium Drive, Ottawa, Ontario, K2V 1A5 and online at the Contest Webpage.
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