## Cole Swindell @canadiantirecentre 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 Meta Platforms, Inc. (Facebook). Meta Platforms, Inc. is 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 Meta Platforms, Inc.

Standard data rates apply to entrants 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. **Cole Swindell** @canadiantirecentre Contest @canadiantirecentre Contest (the "Contest") is conducted by Capital Sports Properties Inc. (the "Sponsor"). The Contest is open to all legal residents of Canada who: (i) reside in the Province of Ontario, and (ii) have reached eighteen (18) years of age at the time of Contest entry.
- 2. Entrants are not eligible to participate in the Contest if they are:
  - a) officers, directors, employees, agents or representatives of the Sponsor, or any business operating within Canadian Tire Centre, or any of 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 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 Entry or entrant at any stage contain and/or supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

## **HOW TO PARTICIPATE**

- 4. The Contest will begin on or around Wednesday, May 15 at 10 a.m. and end on Wednesday, May 15 at 11:59PM (the "Contest Period"). All times listed in these Official Rules refer to Eastern Time.
- NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING THIS CONTEST.

### To enter the Contest:

- (a) Using the Facebook App, or your web browser to go to <a href="www.facebook.com">www.facebook.com</a>, login to your account (or sign up for a free account following the registration instructions on the site). Follow the Canadian Tire Centre's Official Facebook Account <a href="www.facebook.com/canadiantirecentre">(www.facebook.com/canadiantirecentre</a>) to receive announcements regarding the Contest and entries.
  - Entrants may discontinue following the Canadian Tire Centre after the completion of the notification, eligibility verification and Prize fulfillment procedures outlined in these Official Rules.
- (b) Commencing on or around Wednesday, May 15 at 10 a.m., monitor your Facebook account for the Contest's call to action post inviting fans to: (I Post their favourite Cole Swindell song like and share post; To receive one (1) entry, your answer must be posted in the comments section of the contest's call to action post. Your response must be posted during the Contest Period.
- (c) All entries must comply with the Facebook Terms and Policies available at <a href="https://www.facebook.com">www.facebook.com</a>. All entries must be in good taste and the Sponsor, it its sole discretion, reserves the right to disqualify any entries it deems to be of questionable taste.
- 6. No entries will be accepted by any other means. Only one (1) entry per person. All entries become the property of the Sponsor once submitted to be used for the purposes contemplated herein. 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 the Sponsor's server

machines. In the case of multiple entries, only the first entry will be considered. Use of any automated, script, macro, robotic, or other program(s) to enter or otherwise participate in this Contest is prohibited and will result in disqualification. Any attempt by an entrant to obtain more entries by using multiple Facebook accounts is prohibited and will result in disqualification. 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.

- 7. Entries shall be deemed to be submitted by the authorized account holder of the Facebook account associated with the respective entry. A potential winner may be required to provide the Sponsor with proof that the potential winner is the authorized account holder of the Facebook account associated with a winning entry.
- 8. Entrants must comply with these Official Rules and an entrant will be deemed to have received, understood and agreed to these Official Rules if the entrant participates in this Contest.

#### PRIZE

- 9. There is one (1) prize (the "Prize") available to be awarded to the Contest winner (the "Winner") in accordance with section 13 below. The Prize consists of two (2) tickets (exact seat location to be determined by the Sponsor) to the Cole Swindell Win the Night Tour event to be held at the Canadian Tire Centre in Ottawa, Ontario on Saturday, May 18 (the "Event"). The approximate retail value of the Prize is \$185.80 (CAD) including applicable taxes and fees. The odds of winning depend upon the number of eligible entries received. Entrants are eligible to win only one (1) prize offered by the Sponsor within any thirty (30) day period, regardless of the number of contests entered.
- The Prize must be accepted as awarded (including but not limited to compliance with any scheduling requirements and any venue health and safety 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 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 guests are responsible for transportation, parking, accommodation, food and beverage and all taxes, gratuities and all other incidental costs pertaining to the Prize.
- 11. Winner and guests acknowledge and accept all risk of damages, injury or other loss incidental to any event for which tickets are issued, whether occurring before, during or after the Event, and hereby voluntarily agree to assume the same. CSPI reserves the right to refuse admission and/or to expel from the Event and/or any other aspect of the Prize, any person whose conduct is deemed by it to be objectionable. Expulsion from the Event 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 Prize is subject to compliance with all applicable laws, by-laws, regulations and any applicable facility rules (including without limitation health and safety protocols); failure to comply may result in non-admission or expulsion from further participation in the Prize.
- 12. The Winner will be directed as to how to claim the Prize after the Winner has been successfully contacted and notified of the Prize, has complied with the Official Rules and has signed and returned a Contest Release (described below) and any other documentation required by the Sponsor in its sole discretion. The Prize will be delivered within a reasonable period of time.

## **RANDOM DRAW**

- 13. The Prize will be awarded by random draw as follows:
  - On Thursday, May 16, at 10:00 a.m. at the Canadian Tire Centre in Ottawa, Ontario, representatives of the Sponsor will select one (1) entrant by random draw from all of the eligible entries received during the Contest Period.

Commencing at or around 10:30 a.m. on Thursday, May 18, the Sponsor shall make three (3) attempts to contact the selected entrant by direct message to the entrant's Facebook account. The selected entrant will have 24 (24) hours from the time of the final direct message to respond and claim the Prize. If the selected entrant fails to respond within such twenty-four (24) hour period, or if the Prize notification is returned as undeliverable, such entrant will be disqualified and another entrant will be selected and contacted. The Sponsor is not responsible for the selected entrant's failure to receive notification for any reason whatsoever or such entrant's failure to respond to an attempted contact.

Upon successful contact with the selected entrant, such entrant will be required to provide

certain contact information, as requested by the Sponsor (e.g. full name, age, address, telephone number, email address). To be declared the Winner, the selected entrant must answer correctly without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question (as further described in section 14 below). The selected entrant will also be required to sign a Contest Release.

If the selected entrant does not meet all of the Contest entry requirements, fails to correctly answer the skill testing question, refuses to provide the contact information requested by the Sponsor or does not sign and return the Contest Release within the time frame specified, such selected entrant will forfeit the Prize and the Sponsor shall be entitled to select another entrant from the remaining eligible entries received during the Contest Period.

#### **SKILL TESTING QUESTION**

14. 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**

- 15. By participating in this Contest, each entrant agrees:
- a) to be bound by the Official Rules;
- 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 agreement (the "Contest Release") which confirms, among other things, that the entrant: (i) releases the Sponsor (Canadian Tire Centre), Capital Sports & Entertainment Inc. (the Ottawa Senators Hockey Club), Live Nation Canada, Inc., Meta Platforms, Inc. (Facebook), Aramark Entertainment Services (Canada), Inc., the National Hockey League (the "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/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 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, sickness, 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 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**

16. The executed Contest Release must be returned within One (1) business day of its receipt by the selected eligible entrant or such selected eligible entrant shall be disqualified and the Prize forfeited.

## LIMITATION OF LIABILITY

17. 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, 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 mobile device, or any other person's computer or mobile device, 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**

18. 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 Official 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**

19. By participating in the Contest, the entrant consents to the collection, use and disclosure of entrant's 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 its privacy policy available at www.canadiantirecentre.com.

### **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, slogans and representations are owned or used with permission by the Sponsor. 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**

- 21. 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 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.
- 22. 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 Official Rules in any way at any time for any reason without prior notice or compensation.

## **DISCREPANCIES**

23. 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**

24. These Official Rules will be posted online on www.canadiantirecentre.com.