

OFFICIAL RULES

SUM 41 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. (Instagram). 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. The **SUM 41 Contest** contest (the “**Contest**”) is conducted by Capital Sports Properties Inc. (the “**Sponsor**”) and is open to all legal residents of Canada who: (a) reside in either the Province of Ontario or the Province of Quebec, and (b) 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 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 will begin on or around **WEDNESDAY, JANUARY 8, 2025 at 9:30 A.M.** and ends on **FRIDAY, JANUARY 10, 2025 at 11:59 P.M.** (the “**Contest Period**”). All times listed in the Official Rules refer to **Eastern Standard Time**.
5. **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 Instagram App, or your web browser to go to www.instagram.com, login to your account (or sign up for a free account following the registration instructions on the site). In order to be eligible for the Contest, the entrant must ‘follow’ the Canadian Tire Centre’s Official Instagram Account (@canadiantirecentre) and be able to receive direct messages from such account.

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 **3:30 P.M.** on **WEDNESDAY, JANUARY 8, 2025** monitor your Instagram account for the Contest’s call to action post inviting fans to **COMMENT THEIR FAVOURITE SUM 41 SONG** To receive one (1) entry: (i) your account must be set to public; and (ii) your **[answer/comment]** must be posted in the comments section of the Contest’s call to action post and must. Your response must be posted during the Contest Period.
- (c) All entries must comply with Instagram Terms and Policies available at www.instagram.com. All entries must be in good taste and the Sponsor, in its sole discretion, reserves the right to disqualify any entries it deems to be of questionable taste.

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No entries will be accepted by any other means.

6. Entries are limited to one (1) entry per person. All entries must be received during the Contest Period. All entries become the property of the Sponsor once submitted to be used for the purposes contemplated herein. 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 Instagram 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 Instagram 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 Instagram 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.

PRIZES

9. There are 1 prize in total (each a "Prize", collectively the "Prizes") available to be awarded to Contest winners (each a "Winner", collectively the "Winners") in accordance with section 13 below. Each Prize consists of: **2 x 100 Level tickets (exact seat location to be determined by the Sponsor) to the JERRY SEINFELD AND JIM GAFFIGAN EVENT at Canadian Tire Centre on [FRIDAY, JANUARY 24, 2025] at [6:45 P.M.]** (the "Event"). The approximate retail value of each Prize is **\$120 (CAD)**, including applicable taxes and fees. The odds of winning a Prize depend upon the number of eligible entries received during the Contest Period. Entrants are eligible to win only one prize offered by the Sponsor within any thirty (30) day period, regardless of the number of contests entered.
10. Prizes 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 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 beverages, and all taxes, gratuities and other incidental costs pertaining to the respective Prizes.
11. Winners and their 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. The Sponsor reserves the right to refuse admission and/or to expel from the Event and/or any other aspect of a 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 a 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 a Prize.
12. Each Winner will be directed as to how to claim their Prize after they have been successfully contacted and notified of the Prize, have complied with the Official Rules and have signed and returned a 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.

RANDOM DRAW

13. On **[MONDAY, JANUARY 13, 2025]** at **[9 A.M.]**, at the Canadian Tire Centre in Ottawa, Ontario, representatives of the Sponsor will select 1 entrant by random draw from all of the eligible entries received during the Contest Period.

Commencing at or around **[9:30 A.M.]** on **[MONDAY, JANUARY 3, 2025]**, the Sponsor shall make three (3) attempts to contact each selected entrant by direct message to such entrant's Instagram account. A selected entrant will have forty-eight (48) hours from the time of the final direct message to respond and claim their respective Prize. If a selected

entrant fails to respond within such forty-eight (48) 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 a selected entrant's failure to receive notification for any reason whatsoever or an entrant's failure to respond to an attempted contact.

Upon successful contact with a 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 a Winner, a 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 entrants will also be required to sign a Contest Release.

If a 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 their 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 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

15. By participating in this Contest, entrant agrees:
 - (a) to be bound by these Official 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), **[LIVE NATION]**, Meta Platforms, Inc., Ticketmaster, Aramark Entertainment Services (Canada), Inc., and each of their respective affiliates and related entities, as well as the owners, 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 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 or illness, 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

16. The executed Contest Release must be returned within **2** days of its receipt by a selected eligible entrant or such selected eligible entrant shall be disqualified and the respective 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
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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. Entrants are providing their personal information to the Sponsor and not to Meta Platforms, Inc. By participating in the Contest, each entrant consents to the collection, use and disclosure of their 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 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, logos, slogans and representations are owned or used with permission 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

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

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24. These Official Rules will be available at www.canadiantirecentre.com.
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