# CONTEST RULES (the "Official Rules")

# THE VANCOUVER CANUCKS GOLDEN GOAL CONTEST (the "Contest")

These Official Rules govern the Contest. By participating or attempting to participate in the Contest, you will be deemed to have received, understood, and agreed to these Official Rules.

## 1. WHO ARE THE SPONSORS?

The Contest is sponsored and administered by Rogers Communications Inc. or one of its subsidiaries or their affiliates ("**Rogers**") on behalf of Sportsnet 650 ("**Sportsnet**").

The following entities are co-sponsors of the Contest: Freeway Mazda.

Rogers and any co-sponsors of the Contest are referred to collectively or individually as the "Sponsors".

The Contest is in no way sponsored, endorsed or administered by, or associated with the National Hockey League (the "NHL"), its member teams, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V. and NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities, collectively, the "NHL Entities") or any of their respective parents, governors, subsidiaries, affiliates, directors, officers, shareholders and agents and each of them is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to Sponsors and not to the NHL Entities.

Although the Contest may be communicated, promoted, or administered by means of a third party social media or social networking service or site (a "**Third Party Service**"), the Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Service; any questions, comments or complaints regarding the Contest should be directed to Rogers and not to any Third Party Service.

## 2. WHO MAY ENTER THE CONTEST?

The Contest is open to legal residents of Canada (excluding residents of Quebec) who have reached the legal age of majority in their province/territory of residence at the time of entry.

The following individuals are not eligible to enter the Contest:

- (a) employees, officers, directors, agents, and representatives of: (i) the Sponsors, or any of their respective parents, subsidiaries or affiliates; (ii) Freeway Mazda; (iii) any prize suppliers; (iv) any and all other companies associated with the Contest;
- (b) a household member of any of the individuals listed in (a), above, whether or not related;
- (c) members of the immediate family (spouse, parent, child, sibling) of the individuals listed in (a), above
- (d) individuals who have won any Mazda Freeway contest within the 30 days preceding the start of the Contest.

## 3. WHEN DOES THE CONTEST START/END?

The Contest entry period (the "**Entry Period**") starts at 12:00:00am on October 1<sup>st</sup>, 2019 and continues until 6:00:00pm on April 4<sup>th</sup>, 2020. All times referenced in these Official Rules are Pacific Times.

## 4. HOW DO I ENTER THE CONTEST?

No purchase is necessary to enter the Contest.

To enter the Contest: (i) go to <a href="www.sportsnet.ca/650/contests">www.sportsnet.ca/650/contests</a> during the Entry Period; (ii) click on the Contest banners, buttons or links to access the online entry form for the Contest; (iii) complete the online entry form as instructed, including all required information; and (iv) submit your completed online entry form as instructed during the Entry Period.

## 5. HOW MANY TIMES MAY I ENTER THE CONTEST?

There is a limit of one online entry form per person/email address. Entrants may only become a Qualifier (defined in Section 10 below) once in the Contest.

#### 6. COULD MY ENTRY BE REFUSED OR REJECTED?

Your entry could be refused or rejected if:

- (a) you attempt to enter the Contest in a fashion not authorized by these Official Rules;
- (b) your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- (c) your entry is submitted using disposable email addresses;
- (d) your entry is submitted using robotic, automated, programmed, or other illicit means; or
- (e) your entry is not in compliance with these Official Rules.

In addition, the Sponsors reserve the right to refuse any entry for any other reason as they may determine. In the event of a dispute as to who has submitted any given Registration, Mail-in Request or completed an App Download, the authorized holder of the email address used will be deemed the entrant. An entrant may be required to show proof of being the applicable authorized holder of the email address associated with the Registration, App Entry or Mail-in Request in question.

#### 7. WHAT ARE THE CONDITIONS OF ENTRY?

By entering the Contest:

- (a) you agree to be bound by these Official Rules and by the decisions of the Sponsors, which decisions are final, binding and conclusive;
- (b) you represent and warrant that (i) your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the "Entry Material") is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors;
- (c) you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by Rogers as it deems appropriate;
- (d) you grant to the Sponsors and the NHL Entities the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;
- (e) you waive all claims of moral rights in any use of your Entry Material by Rogers pursuant to the rights granted in these Official Rules:

- (f) you agree that the Sponsors shall have the right at any time to require proof of identity or eligibility to enter the Contest, in a form acceptable to the Sponsors (including, without limitation, government issued photo identification) for the purposes of administering this Contest in accordance with the letter and spirit of these Official Rules; failure to provide any such proof upon request may result in disqualification;
- (g) you release and forever discharge the Sponsors and the NHL Entities, their respective parents, affiliates, and subsidiaries, any other companies associated with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns, as well as any Third Party Services, (collectively, the "Releasees"), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property, arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, or any travel or activity related to any prize, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these Official Rules, or (iv) any breach of these Official Rules.

#### 8. WHAT ARE THE CONTEST PRIZES?

If awarded as described in Section 10 below, each Grand Prize will consist of:

one (1) 2019 Mazda3 Sedan with Standard Equipment included with an approximate retail value of \$27,000 CAD (MSRP, including Freight, Air Tax and Tire Tax).

## The following general conditions apply to each Grand Prize:

- (i) The actual value of the Grand Prize may vary depending on the model awarded;
- (ii) In the event of a discrepancy between the description herein and the vehicle awarded, the description of the vehicle in the Mazda brochure shall prevail;
- (iii) The color of the Grand Prize and options awarded may differ from the photo of the vehicle used in the contest advertising. The color of the Grand Prize and options awarded are at the discretion of the Sponsors and may vary according to the vehicles available.
- (iv) Grand Prize must be accepted as awarded and is not transferable, assignable and/or or convertible to cash; no substitutions are permitted;
- (v) Customization and addition of any optional features by the winner will be at the sole expense of the winner;
- (vi) All associated charges or expenses are payable by the winner; this includes, but is not limited to, vehicle registration, license, gasoline, mandatory insurance and any normal maintenance costs not covered by the manufacturer's warranty. Sales taxes, preparation and destination/freight charges will be included in the Grand Prize.

# The following conditions apply at the time the confirmed winner (or designated person by the winner) is taking possession of the Grand Prize:

- (i) Grand Prize will not be released unless and until the confirmed winner (or person designated by the winner) first shows proof (in a form acceptable to the Sponsors) of having a valid driver's license in the province/territory in which he/she resides and proof (in a form acceptable to the Sponsors) of satisfactory insurance; Grand Prize will not be released without the winner being present and adequately identified. The winner must not have a criminal conviction associated with the use or operation of a motor vehicle.
- (ii) The winner shall take possession of the Grand Prize at the dealership designated by the Sponsors based on the dealership's proximity to the winner's place of residence and availability of the vehicle model awarded as a prize. The winner (or person designated by the winner) must take possession of the Grand Prize at the designated dealership within 30 days of receiving a notice from the dealer stating that the vehicle is available. Should the winner fail to take possession of the Grand Prize within this period, the Sponsors reserves the right to cancel the prize at its sole discretion.
- (iii) Should the vehicle model not be available at the dealership nearest to the winner's place of residence,

- the Sponsors reserve the right to select any other dealership.
- (iv) Should the winner be unwilling or unable to accept the Grand Prize for any reason, no form of compensation will be awarded.
- (v) The winner should allow four to six weeks for delivery of the Grand Prize to the designated dealership.

## 9. ARE THERE ANY OTHER PRIZE CONDITIONS?

In addition to any prize conditions provided elsewhere in these Official Rules, any prize awarded in the Contest is subject to the following conditions:

- (a) The prize value in these Official Rules is approximate only. You will not be compensated if actual prize value is lower than the value quoted in these Official Rules.
- **(b)** The prize may be substituted, in whole or in part, with a prize or prize component of equal or greater value if the prize or prize component cannot be awarded for any reason.
- (c) The prize must be accepted as awarded and may not be transferred, unless otherwise determined by the Sponsors. The prize may not be exactly as advertised. The prize is provided "as is" without representation or warranty of any kind by the Sponsors and the NHL Entities.
- (d) The prize may not be resold.
- **(e)** Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.

#### 10. HOW WILL A QUALIFIER BECOME THE POTENTIAL WINNER?

- (a) On each day of a Vancouver Canucks home game at Rogers Arena during the 2019/2020 regular season ("a **Vancouver Canucks Home Game**") at or about 6pm, a representative of Sportsnet will conduct a random draw from among all eligible entries received up until the draw. One (1) entrant will be selected and deemed the qualifier (a "**Qualifier**") for the corresponding Vancouver Canucks Home Game. The name of the Qualifier will be announced in broadcast on Sportsnet. A total of 41 Vancouver Canucks Home Games are scheduled during the 2019/2020 regular season.
- (b) If a Vancouver Canucks player scores an official goal in a Vancouver Canucks Home Game at exactly 16:27 of the second period or referred to on air as "3:33 remaining on the clock" ("**Grand Prize Winning Goal**"), the Qualifier in the corresponding Vancouver Canucks Home Game will be the potential winner of a Grand Prize.

The Grand Prize Winning Goal must be a goal that is scored by a member of the Vancouver Canucks and must occur during the exact period and minute as outlined above.

- Any goal scored at any other time during the designated Vancouver Canucks Home Game, during any other period, or by the opposing team will not be considered a Grand Prize Winning Goal.
- Any goal scored by any player on the opposing team will not be considered a Grand Prize Winning Goal, regardless of the time the goal
- A goal credited to the Vancouver Canucks that occurs as a result of an opposing player erroneously shooting the puck into his own goal will not be acknowledged as a Grand Prize Winning Goal.
- A goal scored by the Vancouver Canucks during a period of time in which the opposing team has removed their goalkeeper from the game for strategic purposes will not be acknowledged as Grand Prize Winning Goal.
- (c) In the event any potential winner: (a) cannot be contacted or does not respond to the notification within five (5) days of the first attempt of contact; (b) declines the prize or cannot accept the prize as awarded for any reason; (c) does not meet the requirements set forth in these Official Rules, as determined by the Sponsors; (d) fails to correctly answer the skill-testing question; (c) fails to return the properly executed declaration and release form within the specified time as instructed, such potential winner will be disqualified and will forfeit all rights to the prize, and time permitting, an

alternate potential winner may be randomly selected from among remaining eligible entries, or the prize may be cancelled.

## 11. WHAT ARE THE ODDS OF WINNING A PRIZE?

The odds of winning the Grand Prize depend on the number of eligible entries received in each draw and a Vancouver Canucks player scoring a Grand Prize Winning Goal as described in Section 10 above.

## 12. HOW CAN A POTENTIAL WINNER BECOME A WINNER?

To be declared a winner, a potential winner:

- (a) must correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by the Sponsors;
- (b) must be in compliance with these Official Rules;
- (c) may be required to provide proof of identification to confirm eligibility or to claim a prize, or provide proof that he or she is the authorized account holder of any account associated with the selected entry.
- (d) must sign and return, within any designated time period, a release of liability and consent to publicity form and any other documentation as reasonably required.

## 13. HOW DO I CLAIM A PRIZE?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited. If forfeited, the prize will remain the property of Freeway Mazda and no alternate potential winner will be selected.

## 14. WILL I APPEAR IN ANY PUBLICITY IF I AM A WINNER?

If you are a winner, the Sponsors may require you to appear in publicity related to the Contest or to any similar contest.

By accepting a prize:

- (a) you grant to the Sponsors the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means:
- (b) you agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the "Publicity Material") may be used by the Sponsors, and the NHL Entities, or their licensees, successors, or assigns (collectively, the "Publicity Parties") in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;
- (c) you acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and
- (d) you waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

## 15. HOW WILL MY PERSONAL INFORMATION BE COLLECTED, USED AND DISCLOSED?

By entering the Contest, you consent to Rogers' collection, use and disclosure of your personal information in accordance with the Privacy Policy, available at <a href="https://www.rogers.com/web/content/Commitment-to-Privacy">www.rogers.com/web/content/Commitment-to-Privacy</a> (the "Rogers Privacy Policy"), for purposes of administering the Contest as described in these Official Rules.

Over the course of participating in the Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, "Commercial Communications") from the Sponsors or other parties. Should you elect to receive Commercial Communications from Rogers, your personal information will be used by Rogers to that end, in accordance with the Rogers Privacy Policy. Note, opting-in to receive Commercial Communications from the Sponsors will not in any way whatsoever increase or otherwise impact the chances of winning in this Contest. A participant can opt-out of receiving Commercial Communications from the Sponsors at any time without impacting his/her chances of winning in this Contest.

Your personal information may be disclosed to a third party in the following circumstances:

- (a) in accordance with these Official Rules, or with your consent, or as otherwise permitted or required by law.
- (b) if you elect to receive Commercial Communications from a party other than Rogers, Rogers will disclose your personal information to that other party for that purpose;
- (c) if you are a potential winner, Rogers may disclose your personal information to any prize supplier for purposes of prize fulfillment; and
- (d) if you have been asked to sign and return a release of liability and consent to publicity form or other documentation in accordance with the terms of these Official Rules, Rogers may disclose your personal information to any interested party, such as an entity who is released from liability.

ROGERS' DISCLOSURE OF YOUR PERSONAL INFORMATION TO ANOTHER PARTY WILL CAUSE YOUR PERSONAL INFORMATION TO BE SUBJECT TO THAT PARTY'S PRIVACY POLICY AND PRACTICES.

#### 16. HOW DO THE RELEASEES LIMIT THEIR LIABILITY?

The Releasees assume no liability for the following:

- (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;
- (b) any error, omission, interruption, defect or delay in transmission, processing, or communication;
- (c) failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
- (d) printing, typographical, or other errors appearing within these Official Rules, in any Contest-related advertisements, or in Contest-related materials;
- (e) incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with the Contest;
- (f) injury or damage to any computer or other device resulting from or otherwise related to participation in the Contest, the use of any website, or the downloading or accessing of any materials;
- (g) anyone being incorrectly or mistakenly identified as a winner or potential winner; or
- (h) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to the Contest, including those errors, problems or difficulties that may relate to the administration of the Contest, the processing of entries, the advertising of the Contest, the announcement of any prize or winner, or the cancellation or postponement of any event.
- (i) None of the Releasees makes any representation or offers any warranty, express or implied, as to the quality or fitness of a prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from the Releasees should a prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a prize, the confirmed winner agrees to waive all recourse against the Releasees if the prize or a component thereof does not prove satisfactory, either in whole or in part.

## 17. WHAT LAWS APPLY TO THE CONTEST?

The laws of the province or territory in which you reside apply to the Contest.

Any attempt to undermine the legitimate operation of the Contest may be a violation of criminal or civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law.

## 18. CAN THE SPONSORS CANCEL OR AMEND THE CONTEST?

The Sponsors may cancel, modify, or suspend the Contest or amend these Official Rules for any reason whatsoever, subject to prior approval by the Régie des alcools, des courses et des jeux, if legally required. For example, if for any reason the Contest is not capable of running as originally planned, the Sponsors may adjust any of the dates, timeframes or other Contest mechanics, or suspend or cancel the Contest.

You may not amend these Official Rules in any way.

#### 19. WOULD THE SPONSORS EVER DISQUALIFY OR BAN SOMEONE FROM A CONTEST?

The Sponsors may disqualify without notice or ban someone from the Contest or any future contest for any other reason, including if the Sponsors find that a person has:

- (a) resold or attempted to resell a prize, in whole or in part;
- (b) tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of the Contest;
- (c) provided false or misleading information;
- (d) acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; or
- (e) otherwise violated these Official Rules.

## 20. WHAT HAPPENS IF THESE OFFICIAL RULES CONTRADICT OTHER CONTEST MATERIALS?

In the event of any discrepancy or inconsistency between these English Official Rules and disclosures or statements made by the Sponsors or appearing in other Contest-related materials, these English Official Rules shall govern.

# 21. WHAT HAPPENS IF PART OF THESE OFFICIAL RULES BECOMES UNENFORCEABLE OR DOES NOT APPLY?

If any part of these Official Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these Official Rules will otherwise continue to be legally binding.