

# OFFICIAL RULES

## #MySensMemories CONTEST

### CONTEST RULES

#### ELIGIBILITY

1. The #SensMemories contest (the “**Contest**”) is sponsored by Capital Sports & Entertainment Inc. (the “**Sponsor**”) and is open to all legal residents of Canada 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 entrant in its sole discretion, should any entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

#### HOW TO ENTER

4. The Contest begins on November 2, 2016 at 12:00 pm Eastern Standard Time (“EST”) and ends on March 30, 2017 at 11:59 am Eastern Daylight Time (“EDT”) (the “Contest Period”).
5. NO PURCHASE NECESSARY. There are two methods of entry for the Contest which are both described below. No entries will be accepted by any other means.
  - (a) **CONTEST WEBSITE** - To enter using the ‘Contest Website’, use your web browser to go to [www.ottawasenators.com/mysensmemories](http://www.ottawasenators.com/mysensmemories) (the “**Contest Website**”) during the Contest Period in order to access, complete, and submit the Contest entry form making sure to include a description of your favourite Ottawa Senators memory from the past 25 years (a “**My Sens Memories**”) in the space provided (maximum of 250 words). Each entrant may also choose to upload one of his/her personal photographs depicting his/her selected My Sens Memory when submitting the entry form.  
  
OR:
    - (b) **SOCIAL MEDIA** - To enter using social media:
      - i. Use your web browser to go to [www.twitter.com](http://www.twitter.com), [www.facebook.com](http://www.facebook.com), or [www.instagram.com](http://www.instagram.com) and login to your account (or sign up for a free account following the registration instructions on the respective sites). Sign up to follow the Ottawa Senators Hockey Club’s (the “**Ottawa Senators**”) Official Twitter Feed (@Senators), Facebook Page ([www.facebook.com/ottawasenators](http://www.facebook.com/ottawasenators)), or Instagram Account ([www.instagram.com/senators](http://www.instagram.com/senators)) to receive announcements regarding the Contest and entries.  
  
Entrants may discontinue following the Ottawa Senators after the completion of the notification, eligibility verification and Prize fulfillment procedures outlined in these Contest Rules.
      - ii. During the Contest Period, login to your Twitter, Facebook or Instagram account and post/tweet a description of your Sens Memory and/or a personal photograph depicting your selected Sens Memory, making sure to include the hashtag #MySensMemories.
6. The Sponsor may, in its sole discretion, elect to use, in whole or in part, any descriptions and/or photographs submitted as part of this Contest for its own future advertising and/or promotional activities, without notice or compensation, and any entrant submitting such materials forfeits any further copyright or similar claims to same. Each entrant warrants to the Sponsor that his her description and/or photograph do not contravene or infringe on anyone else’s copyright or other intellectual property. Each description and/or

photograph submitted must meet all of the following requirements:

- a) Must be an original work created by the entrant;
- b) Must be suitable for family audiences and for display and publication on a national level, as determined in the sole discretion of the Sponsor. Without limiting the generality of the foregoing, descriptions and photographs 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;
- c) Prior to submitting/posting any photographs that depict a person who is under the age of majority in his/her Province or Territory of residence, express prior written permission from the minor's parent or legal guardian must be obtained by an entrant;
- d) Must be consistent with the Sponsor's corporate image; and
- e) Must comply with these Contest Rules.

The Sponsor reserves the right at any time, in its sole discretion, to disqualify any entry that it determines does not comply with the criteria stated above or with these Contest Rules generally. By submitting an entry in this Contest, each entrant agrees to indemnify and hold harmless the Contest Parties from and against any claim, or liability arising from or related to the submission of his/her description and/or photograph in this Contest.

7. Entries are limited to one (1) entry per person, per day regardless of method of entry. All entries must be submitted 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 received on the same day, 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 Twitter, Facebook, Instagram or email accounts is prohibited and will result in disqualification. All entries become the sole property of the Sponsor and none will be returned for any reason. 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 through the Contest Website shall be deemed to be submitted by the authorized account holder of the email address associated with the entry. For the purpose of the Contest 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. Entries received through social media channels shall be deemed to be submitted by the authorized account holder of the Twitter, Facebook, or Instagram account associated with the entry. Potential winner may be required to provide the Sponsor with proof that the potential winner is the authorized account holder of the Twitter, Facebook, Instagram, or email account associated with the winning entry.

## PRIZES

8. There are ten (10) prizes in total (each a "**Prize**", collectively the "**Prizes**") to be awarded to Contest winners (each a "**Winner**", collectively the "**Winners**") through a series of random draws as described in section 10 below. The Prizes are summarized in the chart found in section 10 below and the approximate retail value of each Prize is given inclusive of applicable taxes and fees. The odds of winning depend upon the number of eligible entries received prior to the deadline for each draw. Each entrant will be eligible to win one (1) Prize per draw.
  9. Each 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, 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. Each Prize does not include any ancillary services, products or data usage plans. Except as set forth in the limited product warranty, which is delivered contemporaneously with delivery of a Prize, each Prize is provided "as is", without any representations, warranties or conditions whatsoever, express or implied, and the Sponsor expressly disclaims any and all such representations, warranties and conditions. The Sponsor is not responsible for: (i) any damage to or loss of a Prize that may occur as a result of or in the course of delivery of a Prize, (ii) delivery of a Prize within a reasonable or specified time, or (iii) any costs associated with the installation or assembly of a Prize, if applicable. If you are a selected winner, you are solely responsible for the reporting and payment of any taxes related to the receipt of a Prize.
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10. The Winner may claim his/her Prize at Canadian Tire Centre located at 1000 Palladium Dr., Kanata, Ontario, one (1) business day 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.

## RANDOM DRAWS

11. On each of the draw dates (each a **“Draw Date”**, collectively the **“Draw Dates”**) set out below at 12:00 p.m. at Canadian Tire Centre in Ottawa, Ontario, one (1) eligible entrant will be selected by random draw from all eligible entries received (ONLINE AND SOCIAL ENTRIES COMBINED) by the respective Draw Date’s deadline to enter (as set out in the chart below) to become the Winner of the respective Draw Date’s Prize. The pool of eligible entries for this Contest shall be cumulative. By way of example, any eligible entries not selected on November 18, 2016, the date of the first draw, shall remain in the pool of eligible entries for the December 16, 2016, draw and so on. The Sponsor will continue to add entries to the pool of eligible entries for remaining Prizes provided such entries are received prior to the end of the Contest Period. If an eligible entry is received after a respective Draw Date’s deadline to enter (as set out in the chart below) it will be added to the pool for the next Draw Date.

Prize Name	Prize Details	Deadline to Enter	Draw Date	Prize value (CDN \$)
\$500 Gift Card	One (1) five-hundred (\$500) gift card. Valid for Ottawa Senators tickets, The Sens Store locations, and at select restaurants, concessions and merchandise outlets at Canadian Tire Centre. Gift card may not be used at cash-only locations within Canadian Tire Centre such as free-standing kiosks for merchandise/concessions, food and beverage/merchandise hawkers, and parking lots.	November 17, 2016 at 11:59 p.m.	November 18, 2016	\$500
Replica Alfredsson Jersey	One (1) replica 1996 Daniel Alfredsson jersey.	December 15, 2016 at 11:59 p.m.	December 16, 2016	\$350
Home and Away Jerseys	Two (2) personalized replica Ottawa Senators jerseys (Home jersey - RED, Away jersey - WHITE)	January, 19, 2017 at 11:59 p.m.	January 20, 2017	\$250
Ice Level Club Package	Two (2) tickets to an upcoming Ottawa Senators game (to be selected by OSHC) in the Ice Level Lounge. Includes dinner and non-alcoholic beverages.	February 16, 2017 at 11:59 p.m.	February 17, 2017	\$250
Fan Appreciation Night Package	Four (4) 100-level tickets to April 8, 2017 Ottawa Senators vs. New York Rangers game. One (1) participating spot in the “Jersey’s Off Our Backs” promotion post-game.	March 30, 2017 at 11:59 p.m.	March 31, 2017	\$550

## SKILL TESTING QUESTION

12. 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

13. 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 and holds harmless, to the full extent of the law, Capital Sports & Entertainment Inc. (the Ottawa Senators), 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 (the "Contest Parties") 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 or any portion thereof, 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 as well as Facebook, Twitter and Instagram posts, tweets and Photographs 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 Prizes.

## PUBLICITY RELEASE AND RELEASE OF LIABILITY

14. The executed Contest Release must be returned within three (3) business days of the date of receipt by a selected eligible entrant or such selected eligible entrant shall be disqualified and his/her Prize forfeited.

## LIMITATION OF LIABILITY

15. 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, e-mail, players, or browsers on account of technical problems or traffic congestion on the Internet, any websites related to the Contest, 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

16. The Sponsor reserves the right, in its 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 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

17. By participating in the Contest, the entrant consents to the collection, use and disclosure of his/her personal information by the Sponsor and Prize Provider for the purpose of administering the Contest, awarding the Prize, announcing the Winner, and for any promotional, advertising or publicity purposes relating to the Contest or any similar future promotions. Personal information collected in connection with the Contest will be used by
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the Sponsor in accordance with the Sponsor's and Prize Provider's privacy policy available at: [www.ottawasenators.com](http://www.ottawasenators.com) and [www.statefarm.com/about/privacy/privacy.asp](http://www.statefarm.com/about/privacy/privacy.asp)

Entrants may, at the time of entry, opt to provide the Prize Provider with their personal information for the purpose of receiving further information from the Prize Provider regarding its products and services. Such use of entrant personal information shall be in accordance with the Prize Provider's privacy policy.

## **INTELLECTUAL PROPERTY**

18. 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 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**

19. 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. The decisions of the Sponsor with respect to all aspects of the Contest are final and binding.
20. Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, the Sponsor reserves 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 Contest 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 Sponsor reserves the right with the consent of the Régie, 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.

## **QUEBEC RESIDENTS**

21. Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux (the "Régie") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement. In the event that there is a discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.

## **DISCREPANCIES**

22. 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.

## **FACEBOOK / TWITTER / INSTAGRAM**

23. The Contest is in no way sponsored, endorsed, or administered by, or associated with Facebook, Inc., or Twitter, Inc. You understand that you are providing your information to the Sponsor and not to Facebook, Inc. or Twitter, Inc. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy (see above). Facebook, Inc. and Twitter, Inc. are 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's and not to Facebook, Twitter, or Instagram. You may only use one (1) Facebook account, one (1) Twitter account, or one (1) Instagram account to participate in this Contest.

## **OFFICIAL RULES**

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23. These Contest 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 [www.ottawasenators.com](http://www.ottawasenators.com).
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