

OFFICIAL RULES

Ottawa Senators Kids Takeover Game Contest

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 Ottawa Senators Kids Takeover Game Contest (the “**Contest**”) is conducted by Capital Sports & Entertainment Inc. (the “**Sponsor**”). To be eligible to enter the Contest, you must: (a) be a legal resident of Canada; (b) have reached eighteen (18) years of age at the time of Contest entry; (c) reside within the Greater Ottawa-Gatineau Area; and (d) be the parent or legal guardian of a child (the “**Child**”) who is between the ages of four (4) and sixteen (16) at the time of Contest entry.
2. Entrants are not eligible to participate in the Contest if they are:
 - a. employees, agents or representatives of the Sponsor or any business operating within Canadian Tire Centre, or their respective agents, affiliates, subsidiaries, related or parent companies, sponsors, advertising or promotional agencies, or assignees; 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 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 ENTER

4. The Contest will begin on Tuesday, December 5, 2023 at 10:00 a.m. and end on Friday, December 15, 2023 at 11:59 p.m. (the “**Contest Period**”). All times listed in these 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, you must complete all of the following steps:
 - a. Use your web browser to visit <https://www.nhl.com/senators/fans/kids-takeover> (the “**Contest Webpage**”) in order to access the Contest entry form (the “**Entry Form**”).
 - b. Fully complete the Entry Form with all required information – which includes your name, postal code, telephone number, email address and your Child’s name and age.
 - c. Follow the on-screen prompts to submit the following entry materials (the “**Entry Materials**”):
 - i. the completed Entry Form;
 - ii. a link to one (1) unique and original video (the “**Video**”) featuring your Child’s ‘audition’ for any of the ‘Prize Roles’ described in section 9 below. Please note Video must not exceed two (2) minutes in length.

IMPORTANT NOTE: The Video upload process will take place via YouTube. The Entry Form will include instructions for creating a YouTube account, uploading an unlisted video, and sharing the Video’s URL on the Entry Form in order to submit the Video as part of your entry in the Contest.

The Contest is in no way sponsored, endorsed, or administered by, or associated with YouTube. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to YouTube; and

- iii. OPTIONAL - one (1) unique and original drawing (the “**Drawing**”) your Child has made of your Child’s favourite Ottawa Senators player from the 2023-2024 roster.* A photo of the drawing must be in jpg or png format in order to be uploaded on the Contest Webpage.

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*Submission of a Drawing is optional / not required for entry into the Contest. Select Drawings may be displayed in-game in a manner to be determined by the Sponsor during the Prize Game (described below) and at the sole discretion of the Sponsor.

- d. Formally signify your agreement that you have read and agree to be legally bound by these Official Rules.

When all required steps of the entry process are complete (including fully completing the Entry Form, agreeing to the Official Rules and uploading the Video and the Drawing (if desired)), the entrant must following the on-screen instructions to submit his/her entry. **No entries will be accepted by any other means.**

Without limiting the generality of the foregoing, the Video must also comply with the **YouTube Community Guidelines** (available at: <https://www.youtube.com/yt/policyandsafety/communityguidelines.html>). Any Video that does not comply with the YouTube Community Guidelines will be disqualified (which will also result in disqualification of the associated entry).

- 6. Entries are limited to one (1) entry per parent/legal guardian and Child combination. All Entry Materials 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. 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. In the event of a dispute regarding who submitted an entry, the Sponsor reserves the right in its sole and absolute discretion, to deem the entry to have been submitted by the authorized account holder of the email address associated with the entry. 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. The Sponsor reserves the right to request proof that a potential winner is the authorized account holder of the email address associated with a winning entry.

SUBMISSION REQUIREMENTS

- 8. To be eligible for entry in this Contest, the Entry Materials submitted by an entrant must meet the following requirements:

Entry Materials	Size Restrictions	Format/File Restrictions	Other Requirements
Video	Maximum Length: 2 minutes (120 seconds)	--	Must comply with the YouTube Community Guidelines (available at: https://www.youtube.com/yt/policyandsafety/communityguidelines.html)
Entry Form	--	--	Must include all required information
Drawing		PNG or JPG	--

By participating in the Contest, the entrant hereby warrants and represents that the Video and Drawing (if applicable) that the entrant submits meets **all** of the following requirements:

- a. is a unique and original work created by the entrant, in the case of the Video, or the entrant's Child, in the case of the Drawing (if submitted);
- b. entrant / entrant's Child has all necessary rights, title and interest in the Video and Drawing (if submitted), including copyright;
- c. does not violate any law, statute, ordinance or regulation;
- d. the Video does not contain any likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence;

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- e. will not give rise to any claims whatsoever, including, but not limited to, claims of infringement, invasion of privacy or publicity, or will not infringe on any rights and/or interests of any third party; and
- f. must be suitable for viewing by 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, the Video and Drawing (if submitted) 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, libelous, or (iv) hateful, discriminatory, or otherwise offensive;
- g. must be consistent with the Sponsor's corporate image; and
- h. must comply with these Official Rules.

The Sponsor reserves the right at any time, in its sole discretion, to disqualify any entry where it determines that the Entry Materials do not comply with the criteria stated above or with these Official Rules generally.

PRIZES

9. There are four (4) prizes in total (each a **"Prize"**, collectively the **"Prizes"**) to be awarded to Contest winners (each a **"Winner"**, collectively the **"Winners"**) as described in the table below. The type and number of each Prize available is summarized in the chart below and the approximate retail value of each Prize is given inclusive of applicable taxes and fees. The odds of winning a Prize depend upon the number of eligible entries received. Each entrant will be eligible to win only one (1) Prize.

Quantity of each Prize	Prize Name	Prize Details	Prize Value (\$CAD) (per Prize)
1	Jr. In-Game Host Prize	<ul style="list-style-type: none"> • Prize Game: Four (4) x 300 Level tickets, for use by the Winner and Child along with two (2) guests, to the Ottawa Senators vs Winnipeg Jets at the Canadian Tire Centre on January, 20, 2024 at 3:00 p.m. (the "Prize Game"). Exact seat location to be determined by the Sponsor; and • Prize Role: The opportunity for the Winner's Child to shadow the Ottawa Senators in-game host at different times throughout the game as the host welcomes fans, makes announcements, plays interactive activities and gives away prizes (schedule and tasks to be determined by the Sponsor). 	\$500.00
1	Jr. Sparty Prize	<ul style="list-style-type: none"> • Prize Game: Four (4) x 300 Level tickets, for use by the Winner and Child along with two (2) guests, to the Prize Game. Exact seat location to be determined by the Sponsor; and • Prize Role: The opportunity for the Winner's Child to shadow the Ottawa Senators mascot, Spartacat, at different times throughout the Prize Game as Spartacat walks around the arena bowl and concourses interacting with fans, taking photos and signing autographs (schedule and tasks to be determined by the Sponsor). 	\$500.00
1	Jr.PA Announcer Prize	<ul style="list-style-type: none"> • Prize Game: Four (4) x 300 Level tickets, for use by the Winner and Child along with two (2) guests, to the Prize Game. Exact seat location to be determined by the Sponsor; and 	\$500.00

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		<ul style="list-style-type: none"> • Prize Role: The Opportunity for the Winner's Child to assist the Ottawa Senators public address announcer as the announcer announces the Prize Game's starting lineup and to interact with local media onsite at the Prize Game (schedule and tasks to be determined by the Sponsor). 	
1	Sens Jr. Reporter Prize	<ul style="list-style-type: none"> • Prize Game: Four (4) x 300 Level tickets, for use by the Winner and Child along with two (2) guests, to the Prize Game. Exact seat location to be determined by the Sponsor; and • Prize Role: The opportunity for Winner's Child to shadow the Sens Content team throughout the game as they cover content on the team. (schedule and tasks to be determined by the Sponsor) 	\$500.00

10. 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 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. The actual value of a Prize depends on market conditions at the time of fulfilment. Any difference between the stated approximate retail value and the actual value of a Prize will not be awarded. Each Winner is responsible for all transportation costs, parking costs, accommodation costs, food and beverage costs, and all taxes, gratuities and other incidental costs pertaining to the respective Prize.
11. Each Winner will be directed as to how to claim the respective Prize after such Winner has been successfully contacted and notified of the Prize, has complied with the Official Rules and has signed and returned the 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.

WINNER SELECTION

12. At 10:00 a.m. on Monday, December 18, 2023, at the Canadian Tire Centre, in Ottawa, Ontario, a panel of representatives of the Sponsor shall review and judge the Entry Materials in order to select 'finalists' from the pool of eligible entries who submitted a Video for each Prize Role (exact number of finalists for each Prize Role to be determined by the Sponsor in its sole discretion). Finalists will be invited to bring their Children to the Canadian Tire Centre, on a date to be determined by the Sponsor, to do a live 'audition' for the respective Prize Role*. Commencing at or around 2:00 p.m. on Monday, December 18, 2023, the Sponsor shall make three (3) attempts to contact each of the selected finalists by telephone and/or email using the contact information provided on the entrants' entry forms. Selected finalists will have forty-eight (48) hours from the time of the final contact attempt to respond and make arrangements to attend the Canadian Tire Centre for their audition. If a selected eligible entrant fails to respond within such forty-eight (48) hour period; does not meet all of the Contest entry requirements; is unable to attend the audition on the date and time provided; or if the Prize notification is returned as undeliverable, such selected eligible entrant will be disqualified and another eligible entrant will be selected and contacted. The Sponsor is not responsible for a selected eligible entrant's failure to receive notification for any reason whatsoever or a selected eligible entrant's failure to respond to an attempted contact.

*Depending on the number of eligible entries received for each Prize Role, the Sponsor may elect, in its sole discretion, to award the respective Prize without holding any live auditions or to allocate a Prize to an eligible entrant whose Child provided a Video submission relating to a different Prize Role. In the event that a selected eligible entrant and Child are unable to attend the Canadian Tire Centre in-person for a live audition, arrangements can be made with the Sponsor representatives to perform the live audition via an online videoconference.

Upon completion of the live audition process, the panel of representatives will select:

- One (1) winning entry for the Jr. In-Game Host Prize from the finalists whose

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Children auditioned for the Jr. In-Game Host Prize Role;

- One (1) winning entry for the Jr. Sparty Prize from the finalists whose Children auditioned for the Jr. Sparty Prize Role;
- Two (2) winning entries for the Jr. PA Announcer Prize from the finalists whose Children auditioned for the Jr. PA Announcer Prize Role; and
- One (1) winning entry for the Sens Jr. Reporter Prize from the finalists whose Children auditioned for the Sens Jr. Reporter Prize Role.

The panel of representatives will review and judge, in their sole discretion, the eligible Entry Materials and any live auditions, and will base their selections on the following criteria: energy level, creativity, and Ottawa Senators 'spirit'. The decisions of the Sponsor panel shall be final and binding and may not be challenged in any way.

Representatives of the Sponsor will contact each of the Winners within twenty-four (24) hours of the panels final decisions being made.

SKILL TESTING QUESTION

13. 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

14. By participating in this Contest, each entrant agrees:
- a) to be bound by the 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 form (the "**Contest Release**") which confirm, among other things, that the entrant: (i) releases the Sponsor, Capital Sports Properties Inc. (Canadian Tire Centre), Aramark Entertainment Services (Canada), Inc., YouTube, LLC, the NHL, the NHL Member Clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive Cyber Enterprises, LLC, 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 (collectively, the "**Released Parties**") 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, 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 the unrestricted right to produce, reproduce, publish, broadcast, communicate, exhibit, distribute, adapt and otherwise use or re-use, as applicable the entrant, and the entrant's Child's, city/province of residence, statements endorsements, biography, name, voice, photograph and/or likeness for advertising and/or publicity purposes without compensation, other than the value of the Prizes offered, in any and all media, now known or hereafter devised.
15. BY SUBMITTING AN ENTRY, EACH ENTRANT: (A) AGREES THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – BEING THE ENTRY FORM, THE VIDEO, AND THE DRAWING (IF SUBMITTED)) COMPLIES WITH ALL CONDITIONS STATED IN THESE OFFICIAL RULES; (B) GRANTS TO THE SPONSOR, IN PERPETUITY, A NON-EXCLUSIVE LICENSE TO PUBLISH, DISPLAY, REPRODUCE, MODIFY, EDIT OR OTHERWISE USE THE ENTRY MATERIALS (AND EACH COMPONENT THEREOF), IN WHOLE OR IN PART, FOR ADVERTISING OR PROMOTING THE CONTEST OR FOR ANY OTHER REASON, IN ANY MEDIA THAT MAY BE SELECTED BY THE SPONSOR, INCLUDING WITHOUT LIMITATION ON THE INTERNET AT WWW.OTTAWASENATORS.COM OR THROUGH SUCH SOCIAL MEDIA CHANNELS AS MAY BE DETERMINED BY THE SPONSOR; (C) WAIVES ALL MORAL RIGHTS IN AND TO THE ENTRY MATERIALS (AND EACH COMPONENT THEREOF) IN FAVOUR
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OF THE SPONSOR (AND ANYONE AUTHORIZED BY THE SPONSOR TO USE SUCH ENTRY MATERIALS); AND (D) AGREES TO RELEASE AND HOLD HARMLESS THE SPONSOR AND ALL OF THE OTHER RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM USE OF THE ENTRY MATERIALS (OR ANY COMPONENT THEREOF), INCLUDING, BUT NOT LIMITED TO, ANY CLAIM BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADE-MARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY RELATED OR OTHER CAUSE OF ACTION WHATSOEVER.

PUBLICITY RELEASE AND RELEASE OF LIABILITY

16. The executed Contest Release must be returned within two (2) business 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 (including the Contest 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, email, players, or browsers on account of technical problems or traffic congestion on the Internet, any Contest related websites (including the Contest Webpage), 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, entrants consent to the collection, use and disclosure of their personal information, and the personal information of their Children, 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.ottawasenators.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 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

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.
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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 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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24. These Official Rules will be available online at www.ottawasenators.com.
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