

# **OFFICIAL CONTEST RULES & REGULATIONS**

These rules and regulations are applicable to all contests (the "**Contest**") brought to you by all True North Sports + Entertainment entities ("**True North**") in association with different sponsors and advertisers (collectively "**Sponsors**"), unless stipulated otherwise, and where specific alternate rules and regulations ("**Specific Contest Rules**") are made available. By entering the Contest, entrants agree to abide by these Official Contest Rules and Regulations (the "**Contest Rules**") and the decisions of the Sponsors which are final and binding in all respects relating to the Contest.

# 1. CONTEST PERIOD

Contest entries must be made during the time periods advertised or otherwise prescribed for each Contest (the "**Contest Period**").

# 2. HOW TO ENTER

NO PURCHASE NECESSARY. The Contest is only open to legal residents of Manitoba who are eighteen (18) years of age or older at the time of the entry. Some conditions/restrictions apply. During the Contest Period, entrants must click to enter and provide their name and email address. Potential winners must correctly answer a mathematical skill-testing question. The odds of winning depend on the number of eligible entries received. All entries become the sole property of the Sponsors and will not be returned for any reason.

Contest entries may be submitted as advertised or otherwise prescribed for the Contest. All entries must be received during the Contest Period. The Sponsors do not assume any responsibility for any lost, late, damaged, destroyed, misidentified, illegible or misdirected entries, any computer errors or malfunctions, or for any other problems occurring in connection with participation in the Contest.

By submitting an entry in the Contest, an Eligible Entrant grants to the Sponsors the unrestricted right to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt or otherwise use or re-use the content of the Eligible Entrant's Contest entry for any and all advertising or promotional purposes (including, but not limited to, publication and/or broadcast in media) without further compensation or permission.

# 3. ELIGIBILITY

Unless otherwise specified, each Contest is open only to individuals who: (i) are a legal resident of the Province of Manitoba and (ii) are eighteen (18) years of age or older at the time of entry (each an "**Eligible Entrant**"), unless otherwise noted. The Sponsors have the right to require proof of eligibility from any individual who enters the Contest. Failure to provide such proof may result in disqualification from the Contest.

The employees, agents, or representatives of the Sponsors or of any entity involved in the sponsorship, development, production, implementation and distribution of any Contest (collectively



the "**Excluded Individuals**"), including their respective agents, affiliates, subsidiaries, related companies, sponsors, advertising or promotional agencies, or assignees, and their immediate family members, are prohibited from participating in the Contest and do not qualify. For the purposes 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.

### 4. PRIZES

The actual prizes and value of each prize will vary for each Contest ("**Contest Prize**"). Descriptions of prizes will be announced for each Contest separately.

The Contest Prize must be accepted as awarded and may not be traded, sold, assigned, transferred or substituted, except in the sole discretion of the Sponsors. The Sponsors, in their sole discretion, reserve the right to substitute the Contest Prize, in whole or in part, in the event that all or any of the components of the Contest Prize are unavailable.

In the event that a potential winner of a Contest Prize is unable to redeem any or all of the prize components due to reasons beyond the control of the Sponsors, no compensation or substitute prize will be awarded.

Any difference between the approximate retail value referred to herein and the actual value of the Contest Prize will not be awarded.

# 5. SELECTION OF WINNERS

Prize winners will be selected per the criteria announced for the Contest ("Contest Prize Winner").

The Eligible Entrant selected as the potential winner of the Contest will be notified via email. The Sponsors are not responsible for a selected Contest Prize Winner's failure to receive notification for any reason whatsoever. As part of the acceptance of the Contest Prize, the Contest Prize Winner will be required to sign an Acknowledgement of Contest Rules form and answer a skill-testing question. No contact or correspondence will be entered into except with potential winners of the Contest.

The Contest Prize Winner shall have forty-eight (48) hours to: (i) communicate their acceptance of the applicable prize; (ii) correctly answer, unaided, a mathematical skill-testing question; and (iii) execute and return to the Sponsors the Acknowledgement of Contest Rules form.

In the event that a potential winner does not comply with any of the above requirements within fortyeight (48) hours of having been sent the notification via e-mail, the Sponsors have the right to treat the applicable prize as having been forfeited and the Sponsors may select an alternate potential winner of the applicable prize in their sole discretion. The Sponsors shall not be obligated to provide an alternate prize to the original Eligible Entrant selected as a potential winner of the Contest Prize.

# 6. GENERAL RULES



All decisions of the Sponsors relating to the Contest, including (but not limited to) the eligibility of entrants, the selection of the Contest Prize Winner and the availability of the Contest Prize, shall be final and shall be made in the sole discretion of the Sponsors.

The Sponsors will not be responsible for any incomplete, illegible, destroyed, late or lost entries. All such entries, including entries that have been tampered with or altered, are void. The Sponsors do not assume any responsibility for incorrect or inaccurate capture of entry information, technical defects or malfunctions of hardware or software, human or technical error, printing errors, lost, delayed or garbled data or transmissions or electronic communications which are undeliverable due to filtering programs or lack of space in the recipient's account. The Sponsors shall not be responsible for any technical problems, including any injury or damage to an entrant's or any other person's computer or property related to or resulting from playing or downloading any material in relation to the Contest.

In the event that an Eligible Entrant is selected as the Contest Prize Winner, the Contest Prize Winner authorizes the Sponsors to photograph, videotape, film or sound record the Contest Prize Winner. The Contest Prize Winner permits the Sponsors to use his/her name and such photographs, videotapes, films or sound records for any and all promotional purposes (including publication and/or broadcast in media) without further compensation or permission. The Contest Prize Winner acknowledges that the Sponsors shall have the sole right to photograph, videotape, film or sound record their acceptance and participation in the Contest Prize.

Personal information collected in connection with the Contest will be used by the Sponsors in accordance with the True North's privacy policy available at <u>www.tnse.com</u>.

All intellectual property related to this Contest, including but not limited to logos, design marks, trademarks, copyright, service marks, trade names, related words, phrases, slogans, caricatures, graphics and images are owned by the Sponsors and/or any affiliates or subsidiaries thereof. All rights are reserved. Unauthorized copying or use of any intellectual property without the express written consent of its owner is strictly prohibited.

In the event that any discrepancy or inconsistency arises between the Contest Rules and statements and/or representations made in relation to the Contest or contained in any Contest-related materials, the Contest Rules shall prevail.

In the event that any provision of the Contest Rules is not strictly enforced by the Sponsors, it shall not constitute a waiver of that provision or any other provision contained herein.

The following are prohibited and will result in automatic disqualification from the Contest: (i) noncompliance with the Contest Rules; or (ii) any other act determined by the Sponsors, in their sole discretion, to jeopardize, or potentially jeopardize, the integrity of the Contest.



The Sponsors reserve the right to change the Contest Rules and/or terminate, modify, suspend or withdraw the Contest (and/or any aspect thereof), in whole or in part, at any time without notice for any reason, without liability, in their sole discretion. The Sponsors shall not be liable for any typos or errors contained within the Contest Rules and reserve the right to amend the Contest Rules at any time without notice in their sole discretion.

The Contest is subject to all applicable federal, provincial and municipal laws and regulations and shall be governed by the laws of the Province of Manitoba and the federal laws of Canada applicable therein.

The Contest Rules are available online at <u>bellmtsplace.ca</u> and at the offices of True North Sports & Entertainment Limited, located at 345 Graham Avenue, Winnipeg, Manitoba, R3C 5S6.

# 7. RELEASE OF LIABILITY

Upon entering the Contest, the Eligible Entrant, his/her heirs, executors, legal personal representatives, successors and assigns (all such persons hereinafter collectively called the "**Releasors**"), agree, among other things, to hereby irrevocably and unconditionally release and forever discharge the Sponsors, and each of their respective parents, affiliates and subsidiaries, and all of their respective shareholders, directors, officers, unitholders, employees, agents, heirs, executors, legal personal representatives, successors and assigns, as the case may be, (all such persons and entities hereinafter collectively called the "**Releasees**") of and from all injuries, liabilities, damages, actions, suits, obligations, duties, acts, omissions, misfeasance, malfeasance, losses, expenses, costs, rights of indemnity and all other claims and rights whatsoever (including, without limitation, reasonable lawyers' fees and legal costs), whether or not known or anticipated and whether or not due to the negligence of the Releasees, which the Releasors ever had, now have or may in the future have against the Releasees for or by reason of the Releasors' entry into the Contest, participation in the Contest and/or acceptance of a Prize.