

## CONTEST RULES

**Rogers Cheer Like Never Before Contest 2016-2017**  
ROGERS Communications**1. CONTEST SPONOR**

The **Rogers Cheer Like Never Before Contest** (the "Contest") is presented and administrated by Rogers Communications Canada Inc. (herein referred to as "Rogers" or "Contest Sponsor"). **No purchase necessary.**

The Contest is in no way sponsored, endorsed or administered by, or associated with the National Hockey League, 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 Contest Sponsor and not to the NHL Entities.

**2. ELIGIBILITY**

- 2.1. The Contest is open to residents of Canada who are members of a team playing ice hockey, sledge hockey, field hockey, ball hockey or ringette currently active in a league in Canada ("**Team**").
- 2.2. A **Team** shall be comprised of no less than 10 but no more than 20 individuals and may consist of a combination of up to seventeen (17) players on the Team's player roster and up to three (3) members on the Team's coaching staff.
- 2.3. Each player and coaching staff member of a Team herein individually referred to as "**member**" or "**entrant**" and altogether as "**members**" or "**entrants**".
- 2.4. Each participating Team must identify one (1) member empowered to submit the Video (defined below) in the Contest and to communicate on behalf of the Team (the "**Team Representative**"). The Team Representative must have reached the age of majority in his/her province of residence and must have signing authority on behalf of the Team.  
  
**In the Event one or all members of the Team are under the age of majority, the Team Representative shall, prior to submitting the Team in the Contest, obtain the consent of at least one of the parents or of the legal guardian of each member under the age of majority.**
- 2.5. Employees of the NHL Entities and of Rogers and their parent and affiliated companies, representatives, dealers and agents, contest suppliers and judges, as well as the employees' immediate family members and the individuals with whom the employees are domiciled are not eligible to enter.
- 2.6. Teams having won the Grand Prize or members having participated in the Grand Prize in previous editions of the Contest are not eligible to win or participate in the Grand Prize.

**3. CONTEST PERIOD**

The overall Contest Period starts on September 30, 2016 and ends at the announcement of the eligible Grand Prize Winning Team on April 9, 2017.

#### 4. CONTEST STRUCTURE

(i) **Submission of Team Cheer Video**

- Upload of YouTube URL to [www.hometownhockey.com](http://www.hometownhockey.com) (Section 5.1);

(ii) **Regional Finals**

- Vote by the public to determine five (5) Regional Finalist Teams in each geographic region (Section 7.1.);
- Selection by a judging panel of the Regional Winning Team among the five (5) Regional Finalist Teams in each geographic region (Section 7.2.5);

(iii) **National Finals**

- Vote by the public to determine the Grand Prize Winning Team (Section 8).

#### 5. HOW TO ENTER

##### 5.1. SUBMISSION OF A TEAM CHEER VIDEO

- i) The entry (“**entry**”) in the Contest consists of the submission of a Team Cheer Video (the “**Video**”) by the Team Representative by following the instructions online at [www.hometownhockey.com](http://www.hometownhockey.com) (the “**Website**”).

Each Team will compete in the geographic region (“**Region**”) nearest to its hometown rink/arena (refer to Contest Schedule in Section 6 below for the list of Regions). The Team Representative needs to select the Region nearest to the Team’s hometown rink/arena in the dropdown menu when completing the entry on the Website. Each Team and their Team Representative are solely responsible to select the Region based on the geographic location of their hometown rink/arena and in which the Team is eligible to compete. A Team shall not compete in a Region which is not defined by Rogers as being nearest to the Team’s hometown rink/arena. Rogers shall not be responsible in the event a Team and its Team Representative select to compete in a Region which is clearly not the nearest to its hometown rink/arena and such Team may be disqualified. No transfer from one Region to another Region is permitted.

Each Video must be uploaded to the YouTube account of the participating Team or Team Representative. Entrants must comply with applicable YouTube terms when uploading the Video on YouTube. The Video must be available for public viewing. Once the Video is uploaded on YouTube, the Team Representative must then fully complete the contest entry form on the Website, include the YouTube URL of the Video and submit as instructed before the closing of the Video Submission Period defined in the Contest Schedule, based on the Region nearest the home rink/arena of the Team.

ii) **Each Video must:**

- a. be between 10 and 30 seconds in length (any Video exceeding 30 seconds may be disqualified by Rogers);
- b. be uploaded on YouTube to the YouTube account of the participating Team or Team Representative;
- c. show at least ten (10) but not more than twenty (20) members of the Team;
- d. not include images of people other than the members of the Team submitting that Video;
- e. be original; the Team associated with the Video must have secured the rights in and to the Video, and those shown in the Video, for use in the Contest;
- f. not have been submitted in any other contest or promotion;
- g. be appropriate for family viewing and present content that, at Rogers’ sole and entire discretion, is suitable for the public at large;
- h. not contain, at the sole discretion of Rogers, scenes of a sexual nature, or scenes that are abusive, discriminatory, defamatory or in any way inappropriate;
- i. not contain, at the sole discretion of Rogers, scenes or images of a commercial nature that promote products or services (product placement);

- j. not contain works that are protected by copyright (including but not limited to music and protected/copyrighted visuals) other than those that belong to the Team.
- iii) **Limit of one (1) Video per Team** and the Team Representative submitting the Video on behalf on his/her Team shall only be associated with one Team participating in the Contest.

The submitting of a Video by a Team Representative for different Teams will result in the disqualification of these Teams.

Any attempt or suspected attempt to submit more than one Video per Team and entry methods not authorized by these rules, shall be deemed as tampering and will void all the entries of the Team. All entries that are incomplete, illegible, damaged, contain erroneous contact or entry information or do not conform to or satisfy any condition of the rules may be disqualified by the Contest Sponsor.

## **5.2. MODERATION**

Each uploaded Video is subject to examination by Rogers prior to being accepted as eligible in the Contest. If Rogers, at its sole and entire discretion, determines that a Video includes content that does not respect these rules or any other applicable condition, Rogers reserves the right to disqualify the Video, at its sole discretion. If a Video is disqualified, the applicable Team Representative will be notified by Rogers by email at the email address provided upon entry.

## **5.3. DECLARATION OF CONSENT REGARDING THE VIDEO SUBMITTED**

By entering this Contest and submitting the YouTube URL of the Video on the Website, the Team Representative, on behalf of the respective Team and all its members (or parent or legal guardian should a member be a minor):

- declares having obtained consent of each member, or of at least one of the parents or of the legal guardian of each member in the event the member is under the age of majority;
- declares the Video is original;
- declares he/she and the respective Team have the right to use, disseminate, publish, and distribute the Video without violating any laws or third-party rights;
- recognizes that Rogers and the companies in its group and its representatives assume no responsibility for the use and dissemination of the Video and that Rogers cannot be held responsible for any contraventions of the present conditions, or of the conditions of use by visitors of the Website;
- agrees to reimburse Rogers, the companies in its group and its representatives an amount corresponding to any expenses incurred from any claims or court cases resulting from the use and dissemination of the Video submitted in the Contest;
- gives Rogers, the companies in its group and its representatives, the right and irrevocable license to use, reproduce, disseminate, publish, distribute, represent publically, edit and modify the Video around the world and in perpetuity, with no remuneration whatsoever and, where appropriate, for all purposes related to Rogers activities, including but not limited to dissemination through various media;
- agrees that the first and last names of the members appearing in the submitted Video may be used in association with the Video by Rogers.

## 6. CONTEST SCHEDULE

	<b>Geographic Region ("Region")</b>	<b>Video Submission Period Starting on October 30<sup>th</sup> 2016, ending on the dates below at 11:59pm local time</b>	<b>Regional Finalist Voting Period to determine 5 finalist teams (ending 11:59pm local time)</b>	<b>Regional Hometown Hockey Community Event &amp; Confirmation of team moving to National Finals</b>	<b>National Finals Voting Period to determine the Team winning the Grand Prize</b>	<b>Announcement of Team winning the Grand Prize</b>
1.	<b>Newmarket, ON</b>	September 30, 2016	Sept 30, 2016 - Oct 10, 2016	16-Oct-16	Apr 2, 2017- Apr 7, 2017 (11:59 Eastern Time)	9-Apr-17
2.	<b>Saint John, NB</b>	October 17, 2016	Sept 30, 2016 – Oct 17, 2016	23-Oct-16		
3.	<b>Grand Falls Windsor, NL</b>	October 24, 2016	Sept 30, 2016 – Oct 24, 2016	30-Oct-16		
4.	<b>Halifax, NS</b>	October 31, 2016	Sept 30, 2016 – Oct 31, 2016	6-Nov-16		
5.	<b>Montreal, QC</b>	November 7, 2016	Sept 30, 2016 – Nov 7, 2016	13-Nov-16		
6.	<b>Windsor, ON</b>	November 14, 2016	Sept 30, 2016 – Nov 14, 2016	20-Nov-16		
7.	<b>Timmins, ON</b>	November 21, 2016	Sept 30, 2016 – Nov 21, 2016	27-Nov-16		
8.	<b>Barrie, ON</b>	November 28, 2016	Sept 30, 2016 – Nov 28, 2016	4-Dec-16		
9.	<b>Stratford, ON</b>	December 5, 2016	Sept 30, 2015 – Dec 5, 2016	11-Dec-16		
10.	<b>Milton, ON</b>	December 12, 2016	Sept 30, 2016 – Dec 12, 2016	18-Dec-16		
11.	<b>Petawawa, ON</b>	December 26, 2016	Sept 30, 2016 – Dec 26, 2016	1-Jan-17		
12.	<b>Moose Jaw, SK</b>	January 2, 2017	Sept 30, – Jan 2, 2017	8-Jan-17		
13.	<b>Vancouver, BC</b>	January 9, 2017	Sept 30, – Jan 9, 2017	15-Jan-17		
14.	<b>Vernon, BC</b>	January 16, 2017	Sept 30, 2016 – Jan 16, 2017	22-Jan-17		
15.	<b>Edmonton, AB</b>	January 30, 2017	Sept 30, – Jan 30, 2017	5-Feb-17		
16.	<b>Cochrane, AB</b>	February 6, 2017	Sept 30, 2016 – Feb 6, 2017	12-Feb-17		
17.	<b>Cranbrook, BC</b>	February 13, 2017	Sept 30, 2016 – Feb 13, 2017	19-Feb-17		
18.	<b>Nanaimo, BC</b>	February 20, 2017	Sept 30, 2016 – Feb 20, 2017	26-Feb-17		
19.	<b>Medicine Hat, AB</b>	February 27, 2017	Sept 30, 2016 – Feb 27, 2017	5-Mar-17		
20.	<b>Lloydminster, AB</b>	March 6, 2017	Sept 30, 2016 – Mar 6, 2017	12-Mar-17		
21.	<b>Ottawa, ON</b>	March 13, 2017	Sept 30, 2016 – Mar 13, 2017	19-Mar-17		
22.	<b>Portage La Prairie, MB</b>	March 20, 2017	Sept 30, 2016 – Mar 20, 2017	26-Mar-17		
23.	<b>Guelph, ON</b>	March 27, 2017	Sept 30, 2016 – Mar 27, 2017	2-Apr17		

24.	Hamilton, ON	March 27, 2017	Sept 30, 2016 – Mar 27, 2017	Event 9-Apr-17 <i>*Confirmation of team moving to National Finals is announced on April 9, 2017, 2016 at the Guelph event.</i>	
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## **7. REGIONAL FINALS**

### **7.1. PUBLIC VOTE TO DETERMINE REGIONAL FINALIST TEAMS IN EACH REGION**

**7.1.1.**All Videos received in a particular Region will become accessible via the Website on or about the start of the Regional Voting Period of that Region as defined in the Contest Schedule in Section 6 above.

**7.1.2.**To vote for a Video, visit the Website during the Regional Voting Period as defined in the Contest Schedule, click on the Contest banners, buttons and/or links to access the Video you wish to vote for and follow the instructions to submit your vote. Employees of Rogers and the NHL Entities, and their respective parent and affiliated companies are not eligible to vote.

Votes must be submitted via the Website. Any likes and/or votes made directly on the Video uploaded on YouTube will not be considered.

**7.1.3.**Voters may submit one (1) vote for each Video, each day during the Contest Period and members of a Team may vote for their own Video. Voters may be required to enable cookies in their web browser to submit their votes.

**7.1.4.**All votes will be examined to cross reference the IP and email addresses in order to validate the integrity of the votes. Rogers reserves the right, at its sole discretion and without further notice, to disqualify and remove a Video from the Website and/or to delete votes when votes are or are suspected to be generated through the use of false email addresses or frequently repeated IP addresses and/or found to be supported by any robotic, automatic, or programmed voting system.

**7.1.5.**In each Region, between three (3) to five (5) Teams associated with the Videos having obtained the most votes will each become a Finalist Team in their Region (“Regional Finalist Team”).

In the event of a tie in the number of votes between two or more Videos, a random draw will be made by a representative of Rogers or the independent Contest agency to break the tie between the Videos having received the same number of votes and to determine the five (5) Regional Finalist Teams.

### **7.2. SELECTION OF REGIONAL WINNING TEAM MOVING ON TO THE NATIONAL FINALS**

**7.2.1.**The Team Representative of each Regional Finalist Team will be contacted by email at the address indicated on the entry form.

**7.2.2.****Regional Hometown Hockey Community Event** - Each Region will host a Hometown Hockey Community Event (each, an “Event”) on the date defined in the Contest Schedule at the venue communicated on the Website.

**7.2.3.**Finalist Team members and their Team Representative (up to seventeen (17) players on the Team’s player roster and up to three (3) members on the Team’s coaching staff) must attend the Event in their Region \*except for the Finalist Team members and their respective Team Representatives of Regional Finalist Teams in the Hamilton, ON Region.

\* Due to travel, the timing of the National Finals Voting Period as defined in the Contest Schedule (Section 6 above), the Regional Finalist Teams in the Hamilton,

ON Region will be announced during the Guelph, ON Event to be held on April 2, 2017. Due to the travel distance from Hamilton to Guelph, the presence of the Finalist Team members and their Team Representatives is not mandatory.

Should Finalist Team members and their respective Team representative in the Hamilton, ON Region be willing to attend the Guelph, ON Event, transportation to and from the Guelph Event and all other costs associated with the attendance at the Guelph Event will be at their own expense. The Regional Finalist Teams from the Guelph Region will be invited to attend the Event in Hamilton, ON on April 9 2017.

**7.2.4. Live Cheers at the Event** – In each Region, during the applicable Event (+except at the Event in the Hamilton, ON Region), Finalist Teams will be required to perform their cheer live on stage (“**Live Cheer**”) in front of a panel of judges comprised of Sportsnet talent and local community stakeholders and hockey personalities (at least 3 and no more than 5 judges).

+ Regional Finalist Teams in the Hamilton, ON Region are not required to perform a Live Cheer as described herein. To determine the Regional Winning Team in the Hamilton, ON Region, the Video of each Finalist Team of that Region will be evaluated based upon the criteria set out in Section 7.2.5. below, in a fair and unbiased judging process by the panel of judges at the Guelph Event.

**7.2.5. Judging of Live Cheers at the Event** – Each Live Cheer will be evaluated in a fair and unbiased judging process and the judges will select one (1) Live Cheer based upon the following criteria:

- Team Spirit (40%)
- Team Participation (10%)
- Originality (50%)

**Decisions by the judging panels in assigning the ratings to the Live Cheers are final and without appeal.**

**7.3. Confirmation of Regional Winning Team at the Event** - In each Region, the Regional Finalist Team associated with the Live Cheer (or the Video for the Hamilton, ON Region) having obtained the highest score from the judges will be announced live at the Event and declared the “**Regional Winning Team**”, provided all Contest requirements have been met, including but not limited to the execution of releases as specified. The name of the Regional Winning Team will also be posted on the Website within 24 to 48 hours following the closing of the Event.

In the event of a tie in the score between two or more Live Cheers/Videos, a random draw will be made by a representative of Rogers or the independent Contest agency to break the tie and determine the Regional Winning Team.

## **8. NATIONAL FINALS**

### **8.1. PUBLIC VOTE TO DETERMINE THE GRAND PRIZE WINNING TEAM**

**8.2.** All Videos of the twenty-four (24) Regional Winning Teams will be made available on the Website for voting by the public beginning at 7:30pm ET on April 2<sup>nd</sup> 2017 until 11:59pm ET on April 7<sup>th</sup>, 2017 (the “**Grand Prize Voting Period**”). Rogers does not guarantee the order in which Videos will appear online.

**8.3.** To vote for a Video, visit the Website and click on the Contest banners, buttons and/or links to access the Video you wish to vote for and follow the instructions to submit your vote.

Votes must be submitted on the Website. Any likes and/or votes made directly on the Video uploaded on YouTube will not be considered.

**8.4.** All votes will be examined to cross reference the IP and email addresses in order to validate the integrity of the votes. Rogers reserves the right, at its sole discretion and

without further notice, to disqualify and remove a Video from the Website and/or to delete votes when votes are or are suspected to be generated through the use of false email addresses or frequently repeated IP addresses and/or found to be supported by any robotic, automatic, or programmed voting system.

**8.5. The Team associated with the Video having obtained the most votes at the end of the Grand Prize Voting Period will be the eligible winning Team of the Grand Prize (“Grand Prize Winning Team”) described in Section 9 below.**

In the event of a tie in the number of votes between two or more Videos, a random draw will be made by a representative of Rogers or the independent Contest agency to break the tie between the Videos having received the same number of votes and to determine the Grand Prize Winning Team.

**8.6. Announcement of Grand Prize Winning Team** – The name of the eligible Grand Prize Winning Team will be announced live during the Hamilton, ON Event and during TV broadcast, and will be posted on the Website on April 9, 2017.

## 9. PRIZES

**9.1. GRAND PRIZE** – There is one (1) Grand Prize to be won consisting of an NHL Playoff Viewing Party hosted by a surprise NHL star (either a current or former NHL player) at a venue (rink/arena) (“**Venue**”) to be determined by Rogers. The Grand Prize is for all members of the Grand Prize Winning Team (up to seventeen (17) players on the Team’s player roster and up to three (3) members on the Team’s coaching staff). Each player is eligible to bring (1) one guest, for a maximum of thirty seven (37) people taking part in the Grand Prize.

The Grand Prize includes the following, for up to a maximum of thirty (37) people:

- Ground transportation to the Venue (transportation mode is at the sole discretion of Rogers and all team members will be on the same itinerary);
- One (1) welcome gift package for each member of the Grand Prize Winning Team;
- One (1) Surprise Equipment Package;
- On-ice hockey experience hosted by a surprise guest, subject to availability;
- Photo Op/Meet and Greet with at least one alumni player, and/or current hockey player (in the event the surprise guest/ Meet and Greet is not possible for whatever reason, the Grand Prize will be considered fulfilled and no compensation will be offered);
- Dinner and viewing party hosted by a surprise NHL star for all members of the Grand Prize Winning Team and their guests;

**Due to the nature of the Grand Prize, no alternate event date and Venue are available other than those defined by Rogers.** All incidental costs and expenses not specifically referred to herein, for example gratuities, entertainment, concession food and beverages, souvenirs and items of a personal nature shall be the sole responsibility of the members participating in the Grand Prize. ■

Total approximate retail value of the Grand Prize is \$50,000 CDN. Actual retail value will vary based on the event venue and the number of people taking part in the Grand Prize (up to a maximum of thirty (37) people as described herein). No financial compensation will be made if the number of people participating in the Grand Prize is lower than thirty (37) and/or if actual costs are lower than the approximate retail value quoted above.

**9.2. Regional Prizes** - Each Regional Winning Team is eligible to receive one (1) hockey-related prize to be shared equally among the Regional Winning Team members. The prize has a combined aggregate value of \$500.

## **10. GENERAL**

**10.1. CONFIRMATION OF WINNING TEAMS** - If the Team Representative of a selected Team cannot be reached within a reasonable time following the first attempt of contact, incorrectly answers the skill-testing question when applicable, declines the prize, or fails to return all necessary Releases of Liability as instructed by Contest Sponsor, Contest Sponsor reserves the right, at its sole discretion, to select another Video having received the next highest number of votes or score, as the case may be.

To be declared a winning Team in this Contest (all prizes), all members (or parent or legal guardian should the member be a minor) of the Team must return a fully completed and signed Declaration of Compliance with the rules and a Liability and Publicity Release and any other release provided, as applicable. In the event a selected member is a minor, the entrant's parent or legal guardian will be deemed to be the entrant who must meet all Contest eligibility requirements and who may accept the prize on behalf of the minor.

All guests taking part in the Grand Prize must also sign and return a Declaration and a Liability/Publicity Release within such period as Contest Sponsor may specify. A guest cannot be changed after the Declaration and Release are received. The member's guest must be at least the age of majority or older in his/her province or territory of residence in the event the member of the Grand Prize Winning Team is a minor.

**10.2. ACCEPTANCE OF PRIZES** – No financial compensation will be made or required if actual prize value is lower than the total value quoted in these rules. Prize must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the absolute discretion of the Contest Sponsor and/or prize suppliers. Any unused portion of a prize, once awarded, will be deemed forfeited by the applicable winner, and no financial compensation will be made or required in respect of such unused portion. The Contest Sponsor and/or the prize suppliers reserve the right, in their absolute discretion, to substitute a prize or a component of a prize with a prize or a component of a prize (as applicable) of equal or greater value, including, without limitation, a monetary award, if the prize or prize component cannot be awarded by the Contest Sponsor and/or the prize supplier(s) for any reason. Prize may not be exactly as advertised. Prize will not be replaced if lost, destroyed or stolen. Prizes, once awarded, may not be resold or commercially traded in any manner, directly or indirectly; and Rogers reserves the right to ban or disqualify any entrant from any contest, including future contests, should it reasonably believe such entrant to have acted in contravention of the foregoing.

Except as expressly warranted herein, any Contest prize is provided "as is" without further warranty of any kind.

**10.3. RULINGS** - Rulings by Contest Sponsor are final and without appeal in all matters related to the promotion, the administration of the Contest and the awarding of the prizes.

**10.4. ODDS OF WINNING** - Odds of winning depend on the number of eligible entries, the number of votes and the quality of Videos, and the application of the judging criteria.

**10.5. RELEASE OF LIABILITY / CONSENT TO PUBLICITY** - By entering the Contest or purporting to enter the Contest, each entrant or purported entrant accepts and agrees to (i) be legally bound by these rules, including all eligibility requirements, (ii) be bound by the decisions of the Contest Sponsor and its representatives and the Contest judges, which are final, binding and conclusive (without appeal) on all matters relative to the Contest; and (iii) remise, release and forever discharge the NHL Entities, the Contest Sponsor and its respective parent and affiliated companies, subsidiaries, licensees, any and all other companies associated with the Contest (including prize suppliers and suppliers of materials



or services related to the Contest), and all of their respective employees, directors, officers, shareholders, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all actions, causes of action, suits, debts, dues, accounts, claims, damages or liability for any loss, harm, damages, costs or expenses arising out of, or in any way related to, his/her participation in the Contest and/or the awarding, receipt, possession, use and/or misuse of any Contest prize (or any portion thereof), or any travel or activity that is related to the receipt or use of any Contest prize, including, without limitation, costs or losses related to personal injuries, death, damage to, loss or destruction of property, and rights of publicity, personality, privacy and/or intellectual property.

By accepting a Contest prize, you authorize Rogers and its designees to use your name, city and province/territory of residence, photograph, image, likeness, voice, Contest entry (including any Entry Material), and any statements you may make regarding the Contest prize for advertising and promotional purposes in connection with the Contest (or any substantially similar contest), worldwide in perpetuity, in any form of media including the Internet, without limitation and without additional compensation or consideration, permission or notification, unless prohibited by law; and you waive any rights that may exist in respect of materials produced pursuant to the foregoing.

**10.6. LIMITATION OF LIABILITY** – The Releasees are not responsible should any Video not be available for viewing via the YouTube URL provided on the Contest entry form by the Team Representative, and for (i) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (ii) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections, including those through and/or by any website; (iii) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (iv) failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication; (v) non-delivered, misdirected, blocked, or delayed email notifications; (vi) printing, typographical or other errors appearing within these rules, in any Contest-related advertisements or other materials; or (vii) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with this Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-related materials, or the cancellation or postponement of any Event. The Releasees are also not responsible for any incorrect or inaccurate information, including without limitation where caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. The Releasees are not responsible for injury or damage to participants’ or to any other person’s computer related to or resulting from participation in this Contest or downloading materials from or use of any website.

**10.7. PRIVACY** - By entering this Contest, each entrant and purported entrant consents to the collection, use, and disclosure of his/her personal information for the purposes and in the manner described herein. Each entrant and purported entrant acknowledges and agrees that a representative of the Contest Sponsor may contact such individual in connection with his/her entry or purported entry for purposes of the administration of this Contest. All information submitted by entrants is being collected by Rogers and is subject to the Rogers Media Privacy Policy, available at <https://www.rogers.com/web/content/Privacy-CRTC>.

Online entrants may be given the option to receive commercial emails and/or other communications from the Contest Sponsor or other parties; however, eligibility to participate in the Contest is not dependent upon an entrant’s consent to receive any such emails and communications, and consenting to receiving such emails and communications will not impact an entrant’s chances of winning. Rogers will not send informational or marketing communications to entrants, unless entrants consent to receive such communications in accordance with applicable laws. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided in any of these

communications. Please consult the Rogers Privacy Policy referenced above for further information on how Rogers collects, uses, and discloses personal information. Any questions or concerns with respect to communications from Rogers may be addressed to the Rogers Chief Privacy Officer, whose contact particulars may be found in the Rogers Privacy Policy. Where you elect to receive informational or marketing communications from a party other than Rogers, you understand and agree that your personal information will be shared with such other party for the purpose of facilitating the sending of informational or marketing communications, and you further understand and agree that your personal information, as shared with the other party, will be subject to the other party's privacy policy and information handling standards and practices.

In connection with prize fulfillment, Rogers may be required to provide your personal information to another party, including, but not limited to, any prize supplier. By entering the Contest, you consent to such disclosure of your personal information in connection with the foregoing, and you understand and agree that, should your personal information be provided to another party, your information will be subject to that party's privacy policy and information handling standards and practices.

- 10.8. LAWS AND RULES.** This Contest will be run in accordance with these rules, which shall be subject to amendment by Rogers without notice or liability to you. You must comply with these rules and will be deemed to have received and understood these rules by participating or attempting to participate in this Contest. The terms of this Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out herein. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. These rules are governed exclusively by the laws of the province or territory in which you reside, and you submit to the exclusive jurisdiction of the courts of such province or territory. Rights and remedies may vary by province or territory.
- 10.9. CANCEL AND AMEND.** Rogers reserves the right, with the approval of the Régie des alcools, des courses et des jeux, to cancel, modify, or suspend this Contest or to amend these rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, bug, corruption, security breach or other cause beyond the reasonable control of the Contest Sponsor, Rogers reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously received eligible entries.
- 10.10. CONDUCT.** The Contest Sponsor reserves the right, in its absolute discretion, to disqualify without notice, and/or ban from this Contest and any future contests, any entrant that it finds to be: violating these rules; tampering or attempting to tamper with the entry process or the operation of the Contest or any Contest website; acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of the Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
- 10.11. RESIDENTS IN QUEBEC.** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

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