

# OFFICIAL RULES

## OTTAWA SENATORS & RE/MAX SWEEPSTAKES

### ELIGIBILITY

1. The **Ottawa Senators & RE/MAX Sweepstakes** contest (the “**Contest**”) is conducted by Capital Sports & Entertainment Inc. (“**CSEI**”) and RE/MAX Promotions Inc. (“**RE/MAX**”). CSEI and RE/MAX shall be collectively referred to herein as the “**Sponsors**”. The Contest is open to all legal residents of Canada who: (i) reside within a fifty (50) mile / approximately eighty (80) kilometer radius of the corporate city limits of the City of Ottawa; and (ii) 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 Sponsors, RE/MAX Ontario-Atlantic Canada Inc., RE/MAX International, Inc., Cross Canada Balloons, or their respective 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 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 Sponsors 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 Sponsors for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right to disqualify any entry or entrant in its and their 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 begins on Monday, January 9, 2012 at **11:00am** and ends on Friday, April 6, 2012 at **5:00pm** (the “**Contest Period**”). All times listed in these Official Rules refer to Eastern Standard Time.
5. There is no purchase necessary to enter the Contest. To enter, obtain an entry ballot made available at participating Ottawa area RE/MAX offices and at the RE/MAX exhibit at the 2012 **Ottawa Home and Garden Show**. Once you have completed the ballot, deposit it in the ballot box provided at such locations. No entries will be accepted by any other means.
6. Entries are limited to one (1) entry per person. In the case of multiple entries, only the first entry will be considered. All entries become the sole property of the Sponsors and none will be returned for any reason. All entries must be received during the Contest Period. 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.

### PRIZES

7. (a) **Secondary Prizes**. There are ten (10) secondary prizes in total to be awarded through a series of random draws (the “**Secondary Prizes**”) as described in section 11 below. Each Secondary Prize consists of: (i) two (2) 100-level “Goal Line” seats for a 2012 Ottawa Senators Hockey Club (the “**Senators**”) regular season game to be played at Scotiabank Place (exact seat location to be determined by CSEI; Secondary Prize games are as set out in the section 11 chart below); (ii) one (1) parking pass for the game valid for the general lot; (iii) a voucher for two (2) meals at one of the restaurants at Scotiabank Place before the game (beverages and gratuities are extra, restaurant to be selected by CSEI); (iv) one (1) replica Senators “heritage” jersey (size to be determined by CSEI); and (v) two (2) tickets to the 2012 **Ottawa Home and Garden Show**. The approximate value of each Secondary Prize is \$400 (CDN) inclusive of applicable taxes and fees. The odds of winning a Secondary Prize depend upon the number of eligible entries received prior to the deadline date for each draw. Each entrant will be eligible to win only one (1) Secondary Prize. Winners of the Secondary Prizes will also be eligible to win the Grand Prize (as defined below).
- (b) **Grand Prize**. There will be one (1) grand prize awarded by random draw (the “**Grand Prize**”) as described in section 12 below. The Grand Prize consists of: (i) two (2) full season 100-level “Goal Line” seats for all Senators exhibition and regular season games

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played at Scotiabank Place during the 2012-2013 NHL season (exact seat location to be determined by CSEI; play-off games not included); and (ii) one (1) RE/MAX hot air balloon ride in Ottawa for two (2) people (length of ride to be determined by RE/MAX; ride must be taken prior to **Dec. 31/2012**). The approximate value of the Grand Prize is approximately \$1,200.00 excluding applicable taxes and fees. The odds of winning the Grand Prize depend upon the number of eligible entries received during the Contest Period. Each entrant will be eligible to win one (1) Grand Prize.

8. The Secondary Prizes and the Grand Prizes shall be collectively referred to herein as the “**Prizes**” and may also be generally referred to herein as a “**Prize**”. Winners of the Prizes, as determined in accordance with sections 11 and 12 below, shall each be individually referred to herein as a “**Winner**” and shall be collectively referred to herein as the “**Winners**”.
9. 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 Sponsors, in their 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. The Grand Prize Winner and his/her guests are responsible for transportation, parking, accommodation, food and beverage and all taxes, gratuities and all other incidental costs pertaining to the Grand Prize. Secondary Prize Winners and their guests are responsible for transportation, accommodation, any food outside of the meal referred to in section 7(a) above, beverages, and all taxes, gratuities and other incidental costs pertaining to the Secondary Prizes and not specifically referred to in the Secondary Prize description above.
10. Each Winner may claim his/her Prize at Scotiabank Place located at 1000 Palladium Dr., Kanata, Ontario two (2) days after he/she has been successfully contacted and notified of his/her Prize, has complied with the Official Rules and has signed and returned the Contest Release (described below).

## RANDOM DRAWS – SECONDARY PRIZES

11. On each of the draw dates (each a “**Draw Date**”, collectively the “**Draw Dates**”) set out below at **11:00am** at Scotiabank Place in Kanata, Ontario, eligible entrants will be selected by random draw from all eligible entries received by the respective Draw Date’s deadline to enter (as set out in the chart below) to become recipients of the respective Draw Date’s Secondary Prize(s). Draw Date Secondary Prizes will be awarded in the order set out in the chart below. For instance, on the February 1, 2012 Draw Date, the first eligible entrant selected will, subject to compliance with the requirements set out in these Official Rules, win Secondary Prize #1. The second eligible entrant selected will, subject to compliance with the requirements set out in these Official Rules, win Secondary Prize #2.

The pool of eligible entries for this Contest shall be cumulative. By way of example, any eligible entries not selected on February 1, 2012, the first Draw Date, shall remain in the pool of eligible entries for the February 15, 2012 draw, and so on. The Sponsors will continue to add entries to the pool of eligible entries for remaining Secondary Prizes provided such entries are received prior to the deadline to enter for the final Draw Date April

Secondary Prize #	Secondary Prize Game	Deadline to Enter	Draw Date	Secondary Prize value (CDN \$)
1	Senators vs. Blues – Tuesday, February 7, 2012	Monday, January 23, 2012	Wednesday, February 1, 2012	\$ 400
2	Senators vs. Predators – Thursday, February 9, 2012	Monday, January 23, 2012	Wednesday, February 1, 2012	\$ 400
3	Senators vs. Capitals – Wednesday, February 22, 2012	Monday, February 6, 2012	Wednesday, February 15, 2012	\$ 400
4	Senators vs. Islanders – Sunday, February 26, 2012	Monday, February 6, 2012	Wednesday, February 15, 2012	\$ 400
5	Senators vs. Rangers – Thursday, March 8, 2012	Monday, February 27, 2012	Thursday, March 1,	\$ 400

Secondary Prize #	Secondary Prize Game	Deadline to Enter	Draw Date	Secondary Prize value (CDN \$)
			2012	
6	Senators vs. Sabres – Saturday, March 10, 2012	Monday, February 27, 2012	Thursday, March 1, 2012	\$ 400
7	Senators vs. Devils – Tuesday, March 20, 2012	Wednesday, March 7, 2012	Thursday, March 15, 2012	\$ 400
8	Senators vs. Devils – Tuesday, March 20, 2012	Wednesday, March 7, 2012	Thursday, March 15, 2012	\$ 400
9	Senators vs. Hurricanes – Tuesday, April 3, 2012	Wednesday, March 21, 2012	Friday, March 30, 2012	\$ 400
10	Senators vs. Hurricanes – Tuesday, April 3, 2012	Wednesday, March 21, 2012	Friday, March 30, 2012	\$ 400

The Sponsors will begin notifying selected eligible entrants by telephone on the respective Draw Date at 12:00pm. If a selected eligible entrant cannot be contacted by telephone within twenty-four (24) hours of the respective draw, he/she will be disqualified and another eligible entrant will be selected and contacted. The Sponsors are not responsible for a selected eligible entrant's failure to receive notification for any reason whatsoever. Each selected eligible entrant who is successfully contacted and who fulfils all of the requirements set out in these Official Rules shall win his/her respective Secondary Prize.

## RANDOM DRAW – GRAND PRIZE

12. On Friday, April 13, 2012 at [11:00am] at Scotiabank Place in Kanata, Ontario, one (1) eligible entrant will be selected by a random draw from all eligible entries received during the Contest Period (this includes entries selected on the Draw Dates in section 11 above which will be returned by the Sponsors to the pool of eligible entries for the Grand Prize). The selected eligible entrant will be notified by telephone within forty-eight (48) hours of the draw. If the selected eligible entrant cannot be contacted by telephone within such time, he/she will be disqualified and another eligible entrant will be selected and contacted. The Sponsors are not responsible for a selected eligible entrant's failure to receive notification for any reason whatsoever. The selected eligible entrant who is successfully contacted and who fulfils all of the requirements set out in these Official Rules shall win the Grand Prize.

## 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, entrant agrees:
  - a) to be bound by the Official Rules;
  - b) to be bound by the decisions of the Sponsors, 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 CSEI (the Senators), Capital Sports Properties Inc. (Scotiabank Place), RE/MAX, RE/MAX Ontario-Atlantic Canada Inc., RE/MAX International, Inc., Cross Canada Balloons, Capital Tickets Inc., Aramark Entertainment Services (Canada), Inc., the National Hockey League ("**NHL**"), the NHL Member Clubs, 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 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, 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 Sponsors and/or its and their 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 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.

## **PUBLICITY RELEASE AND RELEASE OF LIABILITY**

15. The executed Contest Release must be returned within two (2) business days of the date of receipt by the selected eligible entrant or the selected eligible entrant shall be disqualified and his/her Prize forfeited. Each of the Grand Prize Winner and his/her guest will also be required to execute and submit a release from Cross Canada Balloons in order to participate in the hot air balloon ride.

## **LIMITATION OF LIABILITY**

16. The Sponsors are 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, or 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 Sponsors' control.

## **DISQUALIFICATION**

17. The Sponsors reserve the right, in their 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 Sponsors reserve 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**

18. By participating in the Contest, the entrant consents to the collection, use and disclosure of his/her personal information by the Sponsors 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 Sponsors in accordance with CSEI's privacy policy available at [www.ottawasenators.com](http://www.ottawasenators.com). Entrants who wish to receive electronic communications from RE/MAX regarding RE/MAX services, events and programs, may elect on their entry ballots to receive such communications. Personal information collected for this purpose will be used by RE/MAX in accordance with its privacy policy available at [www.remax.ca](http://www.remax.ca)

## **INTELLECTUAL PROPERTY**

19. 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 Sponsors and/or their 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**

20. 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 Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of
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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.

21. Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, the Sponsors reserve 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 Official Rules in any way at any time for any reason without prior notice or compensation.

## QUEBEC RESIDENTS

22. 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 Official Rules, the English version shall prevail, govern and control.

## 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.

## OFFICIAL RULES

24. These Official Rules will be posted on or next to the ballot boxes available at each of the participating Ottawa area RE/MAX offices and the RE/MAX exhibit at the 2012 **Ottawa Home and Garden Show**. These Official Rules will also be posted online at [www.ottawasenators.com](http://www.ottawasenators.com).
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