General Contest Rules - BET99 x NHL Giveaways

- 1. **Application.** These contest rules ("these Rules") apply to all contests (collectively, the "Contests" and individually, a "Contest") operated by BET99 (the "Sponsor") in association with the National Hockey League ("NHL") or its representatives excluding those Contests for which specific rules have been developed (in which case those specific rules will apply). By entering a Contest, entrants agree to be bound by these Rules, and will be deemed to have received and understood these Rules.
- 2. **Eligibility.** Contests are open to residents of the Province of Ontario who are at least nineteen (19) years of age as at the time of entry. The following individuals are not eligible to participate in a Contest: (a) employees, officers, directors, agents, and representatives of (i) the Sponsor, the National Hockey League ("NHL"), its member clubs, NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities collectively, the "NHL Entities") and their respective parent and affiliated companies, (ii) the applicable prize supplier(s), (iii) the applicable Contest judges (if any), and (iv) any and all other companies associated with the Contest; (b) individuals who have won NHL® tickets from their respective representatives via a Contest in the three (3) months prior to the commencement of the applicable Contest; and (c) those individuals with whom the foregoing individuals reside.
- 3. **Proof of Identity.** Sponsor has the right at any time to require proof of identity and/or eligibility to participate in a Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of a Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant should such entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

4. Prizing.

Details of the prize(s) available to be won, the start and end dates, the start and end times, and any other relevant information will be identified at the time of the Contest by means of applicable promotional materials, by means of the Bet99.ca (the "Website"), and/or by means of any of the official social networking pages for the Sponsor's properties or its representatives. If not provided on any of the foregoing, the approximate retail value of a prize is available upon request during the particular Contest entry period by sending a postage paid, self-addressed envelope to 66 Wellington Street West, Suite 5300, TD Bank Tower, Toronto, Ontario, Canada, M5K 1E6. Prizes must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the sole discretion of the Sponsor or its representatives and/or the prize supplier(s). Prizes are provided "as is" without further representation, warranty, or guarantee of any kind, whether express or implied. The Sponsor or its representatives and/or the prize supplier(s) reserve the right, in their sole 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 Sponsor and/or the prize supplier(s) for any reason. Prizes may not be exactly as advertised. Resale of prizes is prohibited.

5. **How to Enter**. No purchase or expenditure is necessary to enter a Contest. Unless otherwise stated, there is a limit of one (1) entry per person per Contest. Entry mechanism(s) in respect of a particular Contest will be noted by means of applicable promotional materials, via the Website, by the Sponsor's representatives, and/or by means of any of the official social networking pages for the Sponsor or its representatives. One (1) or several of the following entry mechanisms may be applicable to any given Contest:

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- A. **Online Entry**: To enter a Contest by means of the Website, go to the Website during the applicable Contest entry period and click on the Contest banners, buttons and/or links to access the online entry form for the Contest. During the applicable entry period, complete the online entry form as instructed, including all required information. Incomplete entries will be deemed void. By successfully transmitting a completed entry as directed, you will be entered in the Contest.
- B. **Call-in Entry**: To enter a Contest by means of call-in entry, dial the telephone number provided by the on-air Sponsor or its representatives' host when prompted and be the correct caller, as determined pursuant to instructions given by the host (e.g. be the correct sequential caller). Once determined to be the correct caller, you may be required to follow the instructions of the Sponsor or its representatives to validate your eligibility (e.g. answer trivia questions).
- C. **Email Entry**: To enter a Contest by means of email entry, follow instructions to send an email to the email address provided by the Sponsor's or its representatives' host when prompted, subject to any content requirements as noted by the host, partner, or representative.
- D. **Social Media Entry**: For Contests with entry via one (1) or several social networking pages or services, entry must be effected during the applicable entry period and by means of the applicable third party service or site (each, a "**Third Party Service**"), pursuant to instructions provided by the Sponsor (by means of any of its official social networking pages, via promotional materials, via the Website, and/or by the Sponsor's representatives). To enter a Contest by means of a Third Party Service, you must have a valid account with the applicable Third Party Service and you may be required to have a public (i.e. non-private) account. By creating an account with a Third Party Service, you agree to comply with the Third Party Service's terms and policies.
- 6. Restrictions: Entrant Submissions. From time to time, a Contest entry mechanism may require you to submit (whether via Internet upload or otherwise) an original photograph, video, or written submission (collectively or individually, the "Creative Material") to the Sponsor, subject to instructions provided by the Sponsor or its representatives. By entering a Contest requiring a Creative Material submission, you represent and warrant that your Creative Material: (a) is original to you, and that you have all necessary rights (including, without limitation, copyright) in and to the Creative Material to enter the Contest; (b) does not include content that is defamatory, libelous, pornographic or obscene: and (c) does not contain, depict, include, or involve, (i) nudity, (ii) explicit, graphic or excessive sexual activity, (iii) crude, vulgar or offensive language and/or symbols, (iv) derogatory characterizations of any ethnic, racial, sexual or religious groups, (v) content that endorses, condones and/or pertains to any illegal, inappropriate or high risk activity, behaviour or conduct, (vi) personal information of individuals, including, without limitation, names and addresses (physical or electronic), without the consent of those individuals, (vii) commercial messages, comparisons or solicitations for products or services, (viii) any materially identifiable third party products and/or trade-marks, brands or logos (materiality to be determined by the Sponsor in its sole discretion), or (ix) any other content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsor in its sole discretion. You further understand and agree that any Creative Material submitted with an entry may not be returned to you upon submission to the Contest and may be refused as entry to a particular Contest in the sole discretion of the Sponsor. By entering a Contest requiring a Creative Material submission, you grant to the Sponsor a worldwide, perpetual, royalty-free, irrevocable, non-exclusive and unlimited licence to use your entry, including the Creative Material, in any media and for any purpose related to the Contest, and waive all claims of copyright and moral rights in the Creative Material, and any rights that you may have to compensation, pertaining to any use, reproduction, modification, adaptation, translation, alteration of, or creation of derivative works from, the Creative Material by the Sponsor for any purpose and in any media whatsoever. You further agree to indemnify and hold harmless each of the "Releasees" (defined below) from and against any and all claims or actions brought by a person whose consent was not obtained by you, or by any person claiming that his/her/its intellectual

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property rights, moral rights or personality or privacy rights are infringed by the Creative Material or by the Sponsor's use of the Creative Material in accordance with these Rules.

- 7. Ineligible Attempts at Entry. Any attempt or suspected attempt to enter a Contest in a fashion not authorized by these Rules (or by the Sponsor or its partners) shall be deemed to be tampering and will void all of your entries. Entries that contain false information and/or are late, lost, stolen, falsified, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or entries that have been submitted using robotic, automated, programmed, or through illicit means, or that do not conform with or satisfy any or all of these Rules, as determined in the Sponsor's sole discretion, will be judged null and void and disqualified. Only entries actually received by the Sponsor or its representatives will be considered. Proof of entry transmission shall not constitute proof of receipt. The sole determinant of time for valid online entry in a Contest will be the Website server machine(s).
- 8. **Draw.** For Contests where a winner is selected from entries received, a random draw will be made by a representative of the Sponsor or its representatives from all qualifying entries received by the Contest deadline. A selected entrant will be disqualified and required to forfeit any claim on the Contest prize if he or she cannot be reached within a reasonable time period, as determined in the sole discretion of the Sponsor or its representatives, or if these Rules are not adhered to. Decisions and rulings of the Sponsor or its representatives are final and binding without appeal in all matters related to Contests and the awarding of prizes.
- 9. **Conditions of Winning.** To be declared a winner, a selected entrant must: (a) correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question; (b) be in full compliance with these Rules; and (c) sign and return a release of liability and consent to publicity form and any other documentation as may be required by the Sponsor or its representatives in its sole discretion.
- 10. **Prize Acceptance.** A selected entrant may be required to provide proof of identification when claiming a prize or otherwise in connection with a Contest to facilitate the administration of the Contest and/or to ensure the accurate identification of a Contest winner. Once confirmation of a Contest winner is complete in accordance with these Rules, the Sponsor and/or any prize supplier(s) will promptly coordinate prize distribution.
- 11. **Odds of Winning.** Odds of winning depend on the number of eligible entries actually received for a particular Contest, and any criteria used to describe how to enter the Contest. The Sponsor is not aware of how many eligible entries will be received for a particular Contest.
- 12. **Privacy.** By entering a Contest and for the sole purpose of the Sponsor's administration of the Contest, you consent to the collection, use and disclosure of your personal information by the Sponsor in accordance with the BET99 Privacy Policy, available at www.bet99.ca/privacy. Online entrants may be given the option to receive commercial emails and/or other communications from the Sponsor or its representatives or other parties; however, eligibility to participate in any 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. The Sponsor or its representatives will not send informational or marketing communications to entrants, unless entrants expressly consent to receive such communications through an opt-in mechanism. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided at the bottom of any of these communications. Please consult the BET99's Privacy Policy referenced above for further information on how BET99 collects, uses, and discloses personal information. Any questions or concerns with respect to communications from the Sponsor may be addressed to Margaret Kaiser whose contact particulars may be found in the BET99's Privacy Policy. Where you elect to receive informational or marketing communications from

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a party other than the Sponsor, 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, the Sponsor or its representatives may be required to provide your personal information to another party, including, but not limited to, any Contest sponsor or prize supplier. By entering a 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. You further acknowledge and agree that, where you enter a Contest by means of a Third Party Service, any personal information that you share with, or by means of, such Third Party Service may also be used by the applicable social networking service in accordance with its own privacy policy.

- 13. Release of Liability and Consent to Publicity. By entering a Contest, each entrant accepts and agrees to: (a) be legally bound by these Rules, including all eligibility requirements, (b) be bound by the decisions of the Sponsor and its representatives or the independent judging organization, if any, which are final, binding and conclusive (without appeal) on all matters relative to the Contest; and (c) waive any and all claims against the Sponsor, the NHL Entities, their respective parent and affiliated companies, the Contest prize suppliers, the Contest judges (if applicable), any and all other companies associated with the Contest, and all of their respective employees, officers, directors, agents, representatives, shareholders, successors and assigns (collectively, the "Releasees") for any injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from his/her participation or attempted participation in the Contest or from the receipt or use or misuse of any prize or any travel or activity related to the receipt or use of any prize. By accepting a Contest prize, each winner authorizes the Sponsor or its representatives and its designees to use in any related publicity the winner's name, city and province/territory of residence, photograph, image, likeness, voice, and any statements he/she may make regarding such Contest prize for advertising and promotional purposes 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 each winner waives any and all rights that may exist in respect of materials produced pursuant to the foregoing.
- 14. Limitation of Liability. The Releasees are not responsible for: (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (b) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections. including those through and/or by any website; (c) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (d) failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication; (e) non-delivered, misdirected, blocked, or delayed email notifications; (f) printing, typographical or other errors appearing within these Rules, in any Contest-related advertisements or other materials; or (g) 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 a 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, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in a 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 a Contest or downloading materials from or use of the Website.

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- 15. Laws and Rules. Except as otherwise set forth above, Contests will be run in accordance with these Rules, which are subject to amendment by their Sponsor or its representatives without notice or liability to you. Contests are subject to all applicable federal, provincial and municipal laws and regulations. These Rules are governed exclusively by the laws of the Province of Ontario, and you submit to the exclusive jurisdiction of the courts of such province.
- 16. **Cancel and Amend.** The Sponsor or its representatives reserve the right to cancel, modify, or suspend any 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 a 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 Sponsor or its representatives, The Sponsor reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously-received eligible entries.
- 17. **Conduct.** The Sponsor or its representatives reserve the right, in their sole discretion, to disqualify without notice any entrant that they find to be: (a) violating these Rules; (b) tampering or attempting to tamper with the entry process or the operation of a Contest or the Website; or (c) 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 a Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of a Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and to ban or disqualify an entrant from the applicable Contest and any future contests.
- 18. **Identity of an Online Entrant.** If a dispute arises regarding the identity of any loyalty club entrant, social media entrant, or other online entrant, the applicable entry will be deemed to have been submitted by the authorized account holder of the account provided at the time of entry. An entrant may be required to provide proof that such individual is the authorized account holder of the account associated with a particular entry. The individual assigned by an Internet access provider, online service provider, or other organization responsible for assigning the applicable type of account is considered the authorized account holder. Whether or not an individual constitutes the authorized account holder in question will be determined by the Sponsor or its representatives in their sole discretion; and, if the name of the authorized account holder does not accord with the full name provided at the time of entry, the applicable entry may be disqualified at the Sponsor's or its representatives' sole and absolute discretion.

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