

**Pepsi®**, **Lay's®** and **Gatorade®**  
**“Team Up and Bring Home The Cup™” Contest (the “Contest”)**  
**Official Contest Rules (the “Rules”)**

This Contest is intended for viewing and participation in Canada only and shall be construed and evaluated according to the laws of Canada. Please do not proceed if you are not a legal resident of Canada at the time of entry or voting. You must be the age of majority or older in your province or territory of residence to enter on behalf of a Canadian amateur hockey team. You must be 13 years of age or older to vote during the Voting Period (as defined herein).

No purchase is necessary to enter. This contest is subject to all applicable laws. Void where prohibited.

**1. CONTEST SPONSORS:**

The sponsors of this Contest are PepsiCo Canada ULC, The Sports Network Inc. (“TSN”) and Le Réseau des sports (RDS) Inc., (“RDS”) (collectively, the “Contest Sponsors”).

**2. ENTRY PERIOD:**

The entry period for a chance to win the *Team Up and Bring Home the Cup™* grand prize (the “Grand Prize”) starts on February 1, 2010 at 12:00:01 AM (ET) and ends March 12, 2010 at 11:59:59 PM (ET) (the “Entry Period”). See Rule 4 for eligibility requirements to enter. Subject to the terms and conditions of these Rules, the Contest microsite will remain active to receive entries until the end of the Entry Period.

**3. VOTING PERIOD:**

The voting period to vote for any of the entries uploaded on the Contest microsite starts on March 22, 2010 at 12:00:01 AM (ET) and ends on April 17, 2010 at 11:59:59 PM (ET) (the “Voting Period”). You must be a Canadian resident, 13 years of age or older in your province or territory of residence to vote, and otherwise comply with the eligibility requirements in Rule 4 to vote. You may vote once every sixty (60) minutes during the Voting Period. However, you will only receive a maximum of one (1) entry per person per email address per day for the Voting Prize (see Rule 6 and Rule 8 for details on the Voting Prize available to be won and the draw date). Voting is subject to the restrictions described in these Rules.

**4. ELIGIBILITY:**

To enter the Contest for a chance to win the Grand Prize, entrants must be Canadian residents, age of majority or older in their province or territory of residence, and must enter on behalf of a Canadian amateur hockey team. Entrants must be the person of authority with the right to speak for or act on behalf of the team members. The amateur hockey team may be any organized or unorganized hockey team competing in either the house league level or competitive level or any local community street team. There are no age restrictions for team members but the maximum number of team members must not exceed twenty (20) individuals.

To vote for any of the team entries uploaded on the Contest microsite and to enter for a chance to win the Voting Prize, entrants must be Canadian residents, 13 years of age or older.

Employees, family members of employees (defined to mean parents, siblings and children) and those persons with whom they are domiciled, of the Contest Sponsors, the National Hockey League (“NHL”) and its Member Teams, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V. and NHL Interactive CyberEnterprises, LLC (such NHL entities, collectively, the “NHL Entities”), The Pepsi Bottling Group (Canada), Co. and any of their respective directors, officers, members, subsidiary, affiliated, associated and related companies, agents, advertising, promotional and judging organizations and agencies and/or representatives, are not eligible to enter this Contest or participate in the voting process.

## 5. HOW TO ENTER:

Visit the Contest microsite at [www.tsn.ca/TeamUp](http://www.tsn.ca/TeamUp) or [www.rds.ca/Faitesequipe](http://www.rds.ca/Faitesequipe) to enter the Contest. You may also visit [www.pepsi.ca](http://www.pepsi.ca), [www.nhl.com](http://www.nhl.com) and [www.hockeycanada.ca](http://www.hockeycanada.ca) and click on the Contest promo button or banner to view these Rules and instructions on how to participate and enter the Contest.

**No purchase is necessary.** Internet access and a valid email account are required. If you do not have Internet access via a personal computer, your local library or Internet café may be able to provide access to the Internet and a number of Internet service providers and other companies offer free email accounts.

### A. Registration and Submission of Entries:

To enter for a chance to win the Grand Prize, entrants must complete the online registration form (see below for details) and after registering, upload:

- (i) An electronic video, in standard video file format (maximum two (2) minutes in length, 150MB maximum file size), in English or French, explaining why your hockey team should be chosen to *Team Up and Bring Home the Cup*<sup>™</sup> and meet Mark Messier. Any entry submitted over the maximum length will not be accepted. Any entry submitted over the maximum file size may not be accepted by the Contest microsite.

**OR**

- (ii) An electronic photo (in standard image file format, 150MB maximum file size) of your hockey team AND an essay (minimum of two hundred and fifty (250) words), in English or French, explaining why your hockey team should be chosen to *Team Up and Bring Home the Cup*<sup>™</sup> and meet Mark Messier. No professional photographs will be accepted. See Rule 5(C) for further details regarding submission requirements. Essays of fewer than two hundred and fifty (250) words will not be accepted.

**OR**

- iii) An essay (minimum of two hundred and fifty (250) words), in English or French, explaining why your hockey team should be chosen to *Team Up and Bring Home the Cup*<sup>™</sup> and meet Mark Messier. Essays of fewer than two hundred and fifty (250) words will not be accepted.

As part of the registration process, each entrant must complete the online registration form at the Contest microsite, which form requires the following information: first name, last name, home address, e-mail address, and telephone number. Each entrant must confirm that consent

has been obtained from each individual appearing in the submission, including consent from the parent or legal guardian of any minors appearing in the submission and agree to provide a copy of the written consent in the form as provided by the Contest Sponsors for download from the Contest microsite (the "Consent Form") upon request.

All submitted entries will be evaluated as received throughout the Entry Period based on the entry requirements set out in Rule 5(C) below by the Contest Sponsors or their designated agents, in their sole discretion, for eligibility for inclusion on the Contest microsite and the Grand Prize.

**B. Voting Period:**

- (i) All entries submitted during the Entry Period, that meet the entry requirements set out in Rule 5(C) below and that are then posted to the Contest microsite by the Contest Sponsors and/or their representatives, are eligible to be voted on during the Voting Period.
- (ii) The public will be invited to register on the Contest microsite to (i) be entered into the draw for the Voting Prize; and (ii) to cast votes for all posted entries. As part of the registration process, each entrant must complete the online registration form, which requires the following information: first name, last name, home address, e-mail address, and telephone number.
- (iii) The posted entry with the most votes from the public at the end of the Voting Period will be selected as the potential Grand Prize winner (subject to complying with the requirements of these Rules). Voting is subject to the restrictions described in these Rules. In the event of a tie vote, see Rule 7 below.

**C. Entry Requirements:**

- (i) Videos or photos that feature any identifiable persons, other than yourself or anyone else who has consented to be featured in your entry (see below), or the intellectual property rights of others shall not be eligible for this Contest. Examples of intellectual property that are acceptable include logos and products of Pepsi, Lay's, Gatorade and the NHL or Member Teams of the NHL, as well as any TSN and RDS logos and those that appear on the uniforms of the submitting amateur hockey team. The consent of any person and his/her parent or legal guardian if a minor (other than the entrant) whose photograph, image, voice or likeness appears or is reproduced, in whole or in part, in any video or photo submitted is required before you submit your entry. Vulgar, unsuitable or inappropriate videos or pictures (including, without limitation, any defamation or breach of intellectual property rights of the Contest Sponsors, the NHL Entities or any third parties, or anything which reflects unfavourably on the Contest Sponsors, the NHL Entities, the NHL's Member Teams or the sport of hockey) will be disqualified in the Contest Sponsors' sole and absolute discretion. You acknowledge and agree that submitting a video or a photo to be posted on the internet brings your submission within the public view and neither the Contest Sponsors nor the NHL Entities will be held liable for any copying, re-posting or unlawful use of the submitted video or photo that may result. Submitted videos and any music and/or lyrics included in the submission must be solely your original work, must not have been previously published and must not infringe upon the rights of any third party.
- (ii) Submitted videos and any music and/or lyrics included in the submission must not be offensive or defamatory, nor can they invade publicity rights or the privacy of any person,

living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights. Any music or lyrics included as part of the submission must be the original work of the entrant, failing which the submission will be ineligible and will not be posted on the Contest microsite. All entries must be in keeping with the images of the Contest Sponsors and the NHL Entities. The Contest Sponsors reserve the right to disqualify any entry deemed by the Contest Sponsors, in their sole and absolute discretion, to be inappropriate, offensive or not in keeping with the Contest Sponsors' or the NHL Entities' image or which the Contest Sponsors have any reason to believe, in their sole and absolute discretion, may not meet any of the requirements, terms or conditions set out in these Rules.

- (iii) By entering this Contest, each entrant: (a) consents to the publication and/or use, in any medium including without limitation on the Contest microsite, of the entrant's entry, name, team name, city of residence, submission, photograph and/or image or likeness for publicity purposes carried out by the Contest Sponsors, the NHL Entities, or their respective advertising and promotional agencies without payment or compensation of any kind; (b) represents and warrants that the entry submitted by the entrant is the original work of the entrant exclusively, and entrant waives any and all moral rights that he/she may have in the entry with respect to the uses contemplated herein; (c) warrants and agrees that neither the entry submitted by the entrant, nor any communications, content or materials included in or used to create any entry submitted by such entrant will be defamatory, threatening, pornographic, obscene or otherwise offensive to community standards, will infringe any rights (including without limitation copyright, trade-mark, privacy, personality or other property, civil rights or intellectual property rights) of any person or will otherwise be unlawful, contain any virus or be intended to interfere in any manner with the operation of this Contest, including without limitation the Contest microsite; (d) indemnifies and saves harmless the Contest Sponsors, the NHL Entities, and their respective directors, officers, employees, members, representatives, affiliates, advertising and promotional agencies, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, damages, costs or expenses brought against or suffered or incurred by the Indemnified Parties, or any of them, arising out of or in connection with the participation by the entrant in this Contest, any breach by the entrant of the foregoing warranties or agreements or the use, in whole or in part, by any of the Indemnified Parties of any entry submitted by the entrant in this Contest; and (e) agrees, before being awarded a prize, to sign the Contest Sponsors' form or forms of Declaration, Acknowledgement, Copyright Assignment, Release and Indemnity confirming the foregoing. Each entrant grants the Contest Sponsors a worldwide, royalty free, perpetual and unlimited license to reproduce or distribute the entry, in any form of media, including, without limitation, newspaper, Internet web sites and/or television.
- (iv) All entries become the property of the Contest Sponsors.
- (v) All rights to the above material, including but not limited to the right to display the material on television or online, and all promotional usage, shall belong to the Contest Sponsors and the NHL Entities without, to the extent permitted by law, any compensation, unless such compensation is deemed payable by the Contest Sponsors, in their sole discretion.
- (vi) There is a limit of one (1) entry per person, per hockey team, per e-mail address during the Entry Period. Only one (1) email address may be used by any person to participate in the Contest.

(vii) The odds of winning the Grand Prize depend on the number of eligible entries received during the Entry Period and the results of the public vote.

(viii) The odds of winning the Voting Prize depend on the number of eligible entries received during the Voting Period.

## 6. DESCRIPTION OF PRIZES:

### A. Team Up and Bring Home the Cup™ Grand Prize:

There is one (1) Grand Prize available to be won, consisting of the following elements, with an approximate retail value of \$10,500 CDN:

(i) The Stanley Cup® trophy will be delivered to the Grand Prize winner's home in Canada on either May 28, 2010 or May 29, 2010, by Mark Messier (subject to availability and scheduling at the Contest Sponsors' sole discretion), and one or more designated representatives of the Contest Sponsors and the NHL Entities, at the sole discretion of the Contest Sponsors and the NHL Entities, including without limitation the "authorized representative" referred to below, during a pre-determined timeframe established by the NHL Entities in their sole and absolute discretion. At this event, the Grand Prize winner can host his/her own Ultimate Playoff Party (the "Party") for a maximum of twenty (20) people (the Grand Prize winner and 19 guests) (the number of people present at the Party may be subject to change at the sole and absolute discretion of the Contest Sponsors and the NHL Entities) courtesy of Pepsi®, Lay's® and Gatorade®. The Contest Sponsors will arrange for all food and beverages to be served at the Party. No alcohol will be served at the Party, and no other food and beverage items, other than those provided by the Contest Sponsors, will be permitted during the Party. The Party timeframe will equate to approximately three (3) hours, exclusive of set up time. The Contest Sponsors will work with the Grand Prize winner to confirm set up for the Party. Notwithstanding anything to the contrary contained in these Rules, the timing of the Stanley Cup® trophy delivery, and the duration of its appearance at the Party, shall be determined by the NHL Entities in their sole and absolute discretion.

(ii) TSN will videotape the Party which may, at the discretion of the Contest Sponsors and the NHL Entities, be featured on television on TSN or RDS, as well as [www.TSN.ca/TeamUp](http://www.TSN.ca/TeamUp), [www.RDS.ca/Faitesequipe](http://www.RDS.ca/Faitesequipe) or [www.nhl.com](http://www.nhl.com), and may be used by the Contest Sponsors and the NHL Entities for publicity purposes without any additional compensation or notice. The Contest Sponsors and the NHL Entities reserve the right to edit the filmed material, and choose whether or not to air the segment(s), in whole or in part, at its sole and absolute discretion.

(iii) The following items are also included as part of the Grand Prize:

- 52" LCD TV (Model #LNT5281)
- Home Theatre System (Model #HT TX75)
- Two (2) leather chairs
- A Pepsi® cooler, filled with Pepsi® and Gatorade® products
- A Lay's® chip rack, filled with Lay's® products
- A supply of free product coupons valid for Pepsi®, Lay's® and Gatorade® products, consisting of fifty-two (52) Pepsi® soft drink coupons, one hundred and four (104) Lay's® potato chips coupons and fifty-two (52) Gatorade® thirst quencher coupons; and
- A \$250 Gift Certificate to be used towards a home cleaning service.

The Party and the items listed in Rule 6 (iii) collectively constitute the *Team Up and Bring Home the Cup™* Grand Prize.

Without limiting the foregoing, the Grand Prize includes only those elements specifically described above. The Party does not include any costs related to electricity/hydro use or cable services, which are the sole responsibility of the Grand Prize winner. The Party does not include transportation for guests to or from the Party. Any and all other expenses not expressly provided herein, are the sole responsibility of the Grand Prize winner.

The Grand Prize winner must provide proof satisfactory to the Contest Sponsors, in their sole and absolute discretion, that no local or city occupancy code maximums, fire restrictions or other by-laws or legal restrictions will be violated by holding the Party at the winner's place of residence, and, where the potential Grand Prize winner is not the registered owner of his/her place of residence, must also provide to the Contest Sponsors the prior written consent of the registered owner thereof to the holder of the Party, in form and substance satisfactory to the Contest Sponsors. The number of guests allowed at the Party may be decreased, at the Contest Sponsors' sole and absolute discretion, in the event the total number of guests present at the Party would in the view of the Contest Sponsors violate any local or city occupancy code maximums, fire restrictions or other by-laws or legal restrictions.

The Stanley Cup® trophy will be used for display purposes only at the Grand Prize winner's residence, and the Grand Prize winner and guests (and/or the parent or legal guardian of any guest under the age of majority in his/her province of residence) must agree, in form satisfactory to the Contest Sponsors and the NHL Entities, in their sole and absolute discretion, to abide by all Stanley Cup® trophy protocol. The Stanley Cup® trophy may not be moved by anyone other than the authorized representative. No food or drinks shall be placed in or near the Stanley Cup® trophy. The authorized representative accompanying the Stanley Cup® trophy will have the final and absolute right to determine what behaviour and activity is acceptable while the Stanley Cup® trophy is at the Grand Prize winner's residence, including any use of camera or video equipment for the purposes of capturing imagery of the Stanley Cup® trophy. The Stanley Cup® trophy will be at the Party location for a period of no more than three (3) hours, and the authorized representative shall have the sole discretion to determine when the Stanley Cup® trophy will be removed from such location.

The Grand Prize winner and all guests need to comply with hosting protocol established by the Contest Sponsors and the NHL Entities, governing the behaviour of the Grand Prize winner and guests. The Grand Prize winner must supply a guest list to the Contest Sponsors at least five (5) business days in advance of the Party. The Grand Prize winner and all guests (and/or the parent or legal guardian of any guest under the age of majority in his/her province/territory of residence) will be required to sign the Contest Sponsors' form of Release and Acknowledgement prior to the Party, and all executed documents must be received by the Contest Sponsors no later than 5:00 p.m. two (2) business days prior to the Party. If the Contest Sponsors determine at any time that the Grand Prize winner is not complying with the conditions and protocols described in these Rules, the Grand Prize may be forfeited, in the Contest Sponsors' sole discretion.

**B. Voting Prize:**

There is one (1) voting prize available to be won from among all eligible entries received during the Voting Period. The voting prize consists of one (1) trip for two (2) to attend one (1) NHL® 2010 Stanley Cup® Final game (the "Voting Prize"). The trip includes return economy-class air transportation for two (2) departing from the airport closest to the Voting Prize winner's place of residence to the selected game city, hotel accommodations for two (2) for one (1) night based on double occupancy, two (2) tickets to attend one (1) NHL® 2010 Stanley Cup® Final game and \$500 CDN spending money. The Contest Sponsors and the NHL Entities will determine, in their sole and absolute discretion, the NHL® Stanley Cup® Final game (including the date and location) and game seats for which the winner will receive tickets. Dates of the trip shall be determined in the sole and absolute discretion of the Contest Sponsors, and once such dates have been determined, no alternative travel dates shall be available due to the nature of the prize. The Contest Sponsors will select air transportation and hotel accommodations in their sole and absolute discretion. The Contest Sponsors reserve the right to substitute ground transportation for air transportation in the event the winner resides within 200 km of the selected game. The approximate retail value of the Voting Prize is \$6,500 CDN (based on departure from Vancouver, BC to New York City, NY (as an example)). Actual retail value will vary based on winner's point of departure and the location of the chosen game. Difference between approximate retail value and actual retail value, if any, will not be awarded. Minors must be accompanied by a parent or legal guardian at all times. No substitutions or cash redemptions allowed. The Contest Sponsors reserve the right to substitute the prize with another prize of equal or greater approximate value. Any and all meals and expenses not expressly included in the Voting Prize details herein, including without limitation, all taxes, telephone calls, in-room movies, mini-bar expenses, room service, gratuities, medical and travel insurance, baggage costs, optional tours, airport departure taxes, duties and all personal expenses of any kind or nature are the sole responsibility of the Voting Prize winner and his/her guest. The Voting Prize winner and guest must travel together, are responsible for transportation to and from all airports, must have a valid Canadian Passport and the right to enter the United States (if applicable), and are responsible for all documentation required to travel. Other restrictions may apply. The Contest Sponsors are not liable if the Voting Prize winner and/or guest are refused entry into the United States (if applicable) for any reason, or if travel is impeded or refused by decisions of Canadian or United States (if applicable) authorities. In the event the NHL® Stanley Cup® Final does not occur for any reason, the Contest Sponsors and the NHL Entities are not responsible for any games or events that are cancelled, delayed, suspended or rescheduled. If an activity relating to any prize is canceled or postponed for any reason, the balance of that prize will be awarded in full satisfaction of the prize award.

## **7. PROCEDURE FOR AWARDING THE GRAND PRIZE:**

All eligible entries will be posted on the Contest microsite for purposes of the public voting process. The public will be invited to log-on and cast votes for their favourite entry during the Voting Period. The entry that has received the most votes from the public at the end of the Voting Period will be selected as the potential Grand Prize winner (subject to compliance with these Rules). Voting is subject to the restrictions described in these Rules.

In the event of a tie vote among the entries at the end of the Voting Period, the Contest Sponsors reserve the right to appoint a Judging Panel who shall review and score the tied entries according to the following Judging Criteria: (1) 40% team spirit; (2) 30% creativity; and (3) 30% passion for the game (collectively, the "Judging Criteria"). The entry with the highest score based on the Judging Criteria will be selected as the potential Grand Prize winner. All decisions of the Judging Panel are final.

Attempts will be made by representatives of the Contest Sponsors to contact the potential Grand Prize winner by telephone at the number provided upon registration within three (3) business days of the end of the Voting Period. If the selected Grand Prize winner cannot be so contacted within such time or if contacted does not confirm arrangements for his/her Grand Prize with the Contest Sponsors or meet all of the Contest conditions to be declared a winner, by no later than five (5) business days after being contacted, he/she will be disqualified, and the Contest Sponsors reserve the right, in their sole and absolute discretion, to select the next highest ranking entry as the potential Grand Prize winner, whom attempts will be made to contact, and who will be subject to disqualification, in the same manner. As a condition of receiving the Grand Prize, the selected potential Grand Prize winner must avail his/her household between May 26 and May 27, 2010 from 8:00 AM local time to 5:00 PM local time to permit the planning and setting up of the Party. The Contest Sponsors will work with the Grand Prize winner to determine mutually agreeable times and dates for entry into the Grand Prize winner's home. The Grand Prize winner must also be available and willing to host the Party as part of the Grand Prize on either May 28, 2010 or May 29, 2010 in the manner provided in these Rules and permit camera crews inside to capture footage, which may be broadcast on TSN and RDS, as well as on [www.TSN.ca/TeamUp](http://www.TSN.ca/TeamUp) and [www.RDS.ca/Faitesequipe](http://www.RDS.ca/Faitesequipe) as noted herein, failing which, all those portions of the Grand Prize relating to the Party, including the delivery of the Stanley Cup® trophy to the Grand Prize winner's home, will be forfeited.

Only one (1) entrant will be declared eligible for the Grand Prize. If it is discovered by the Contest Sponsors that the voting results were influenced by any votes generated by script, macro, robotic, programmed, or any other automated means, those votes will be disqualified.

#### **8. PROCEDURE FOR AWARDING AND CLAIMING OF VOTING PRIZE:**

A random draw from among all eligible Voting Entries received during the Voting Period will take place on April 23, 2010 at 2:00 PM (ET) in Toronto, Ontario. The first complete eligible entry drawn will represent the Voting Period winning entry. No responsibility is assumed by the Contest Sponsors for any inability for a potential entrant to successfully enter the draw for any reason. The Contest Sponsors are not responsible for late, lost, damaged, misdirected, mutilated, garbled, illegible, incomplete entries or for postage due. Altered, defaced, mutilated, illegible, or incomplete entries are ineligible. Proof of transmission (screenshots or captures of game play etc.) and/or mailing does not constitute proof of delivery. Prize must be accepted as awarded, cannot be substituted, transferred, exchanged or surrendered for cash, except at the sole and absolute discretion of the Contest Sponsors, which reserve the right, at their sole and absolute discretion and for any reason, to award a substitute prize of equal or greater value, including without limitation a cash award.

The selected entrant for the Voting Prize will be notified by telephone at the number provided at the time of voting, or email within five (5) business days of the draw date. To be declared the winner of the Voting Prize, the selected entrant must first correctly answer, a time-limited mathematical skill-testing question to be administered by the Contest Sponsors or their designated agent by telephone (without assistance of any kind, mechanical or otherwise) at a mutually agreeable time, complete and return to the Contest Sponsors within a time period designated by the Contest Sponsors a Declaration of Compliance and Release, attesting to the entrant's eligibility as stipulated in these Rules, the selected entrant's compliance with these Rules, and releasing the Contest Sponsors, the NHL Entities, The Pepsi Bottling Group (Canada) Inc., their respective affiliates and agencies, associated and related companies and entities, advertising and promotional representatives, judging organizations (including without

limitation, if applicable, the Judging Panel), partners, partnerships, as well as their respective officers, directors, members, employees, agents, principals, licensees, successors and assigns (the Contest Sponsors, the NHL Entities, The Pepsi Bottling Group (Canada) Inc., and such additional entities and persons (collectively, the "Releasees"), from any and all liability for any damage or loss of any kind or nature whatsoever arising from the entrant's participation in this Contest and/or from the awarding, acceptance, use and/or misuse of the Voting Prize and any travel related thereto. The selected entrant may be required to furnish proof of identification that may include a drivers' licence or other form of picture identification as part of the verification process. If a selected entrant cannot be located or does not respond within five (5) business days of notification, he/she will be disqualified and forfeits the Voting Prize and the Contest Sponsors may, at their sole and absolute discretion, select by random draw another eligible entrant whom the Contest Sponsors or their representatives will attempt to contact, and who will be subject to disqualification, in the same manner. The Contest Sponsors will not be responsible for failed attempts to notify any selected entrant. The Voting Prize winner's guest (or his/her parent or legal guardian if a minor) will also be required to complete and return the Contest Sponsors form of Declaration of Compliance and Release.

## **9. GENERAL:**

- (i) The entrant selected as the potential winner of the Grand Prize must, as a condition of being declared a winner, answer a time limited, mathematical skill-testing question (without any assistance of any kind, mechanical or otherwise), to be administered at a mutually agreeable time by the Contest Sponsors or their designated agent, and complete and return to the Contest Sponsors within the time stipulated by the Contest Sponsors (and in addition to any other documentation required to be signed by the entrant in accordance with these Rules) the Contest Sponsors' form of Declaration, Acknowledgement, Copyright Assignment, Release and Indemnity, attesting to the entrant's eligibility as stipulated in these Rules, the selected entrant's compliance with these Rules, and releasing Releasees from any and all liability for any damage or loss of any kind or nature whatsoever arising from the entrant's participation in this Contest and/or from the awarding, acceptance, use and/or misuse of the Grand Prize and any travel related thereto.
- (ii) The entrant selected as the potential winner of the Grand Prize will be required to provide the Contest Sponsors with an executed Consent Form (as provided on the Contest microsite) from each individual portrayed in their submission, including consent from any parent or legal guardian for any minors appearing in the submission (if applicable), before they can be identified as the Grand Prize winner.
- (iii) Without limiting any other provision of these Rules, the Grand Prize winner and all guests invited to be in attendance at the Party (and in the case of any minors, their respective parents or legal guardians) shall agree, if necessary, to have their name and/or picture, and/or voices or other likeness, plus their Contest entry, used by the Contest Sponsors and the NHL Entities for advertising purposes related to this Contest, without notice or compensation. The Grand Prize winner and all guests invited to be in attendance at the Party, (and in the case of any minors, their respective parents or legal guardians) shall agree to abide by the protocol established by the Contest Sponsors and the NHL Entities for the duration of the Party. As a condition of being permitted to attend the Party all guests (and in the case of any minors, their respective parents or legal guardians) will also be required, in form satisfactory to the Contest Sponsors, to release

the Releasees from any and all liability for any damage or loss arising from participation in and/or use or misuse of the Grand Prize.

- (iv) The Releasees (i) make no warranty, guaranty or representation of any kind concerning the Grand Prize or the Voting Prize, (ii) disclaim any implied warranty, and (iii) are not liable for injury, loss, or damage of any kind resulting from the acceptance, use or misuse of the Grand Prize or the Voting Prize, travel related thereto or from participation in this Contest.
- (v) The Grand Prize and Voting Prize shall be accepted as awarded and may not be exchanged for an amount of money, nor sold, substituted or transferred, subject only to the sole and absolute discretion of the Contest Sponsors, as provided herein.
- (vi) If the Grand Prize or Voting Prize cannot be awarded as described in these Rules for any reason, the Contest Sponsors reserve the right, in their sole and absolute discretion, to substitute the Grand Prize, Voting Prize or component thereof, with another prize or prize component of comparable value, including without limitation, a cash award.
- (vii) Refusal to accept the Grand Prize or Voting Prize by any entrant selected as a potential or declared winner releases the Releasees of any obligation of any kind to such entrant.
- (viii) Should any entrant make any false statement in connection with his/her entry or participation in the Contest, such entrant shall be automatically disqualified from the Contest.
- (ix) The Releasees assume no liability resulting from losses, delays, mistaken addresses on mail or e-mail received, typographical errors, technical, computer or telephone malfunctions, loss or theft of computer or telephone data, damage to software or computer equipment, fraudulent calls or any other mistake in the advertising or administration of this Contest. Further, the Releasees assume no liability whatsoever for any situation in which their inability to act results from an event or situation beyond their control, including a strike, lockout or any other labour dispute at any of their respective business locations or the location of any other relevant third party. Without limiting the generality of the foregoing, the Contest Sponsors reserve the right to suspend, modify or terminate this Contest, (subject only to the consent of the Régie des alcools, des courses et des jeux in Quebec) including, without limitation, the selection of the Grand Prize or Voting Prize winner, at their sole and absolute discretion, for any reason, including, without limitation, in the event a computer virus or bug, satellite transmission difficulty, labour disruption, unauthorized human intervention, or any other occurrence beyond its control corrupts or adversely affects the administration, security, impartiality, or intended operation of this Contest, including without limitation the operation of the Contest microsite.
- (x) In the event of any dispute regarding the identity of the entrant submitting an electronic entry, the entry will be deemed to have been submitted by the authorized account holder of the e-mail address at the time of entry. The authorized account holder is defined as the natural person who is assigned to an email address by an Internet access or, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

- (xi) **PERSONAL INFORMATION.** Unless entrants otherwise indicate, the personal information gathered about entrants in the course of this Contest will be used solely by the Contest Sponsors for the administration of the Contest, and may be used by the Contest Sponsors and the NHL Entities in connection with any publicity relating to the Contest.
- (xii) By entering this Contest, each entrant agrees to be bound by these Rules and to abide by all decisions of the Contest Sponsors (and the Judging Panel, if applicable), which shall be final and binding on all entrants, without right of appeal, with respect to all aspects of this Contest, including without limitation, eligibility and/or disqualification of entries.
- (xiii) In the event of any discrepancies between the English language version of these Rules and the French language version of these Rules, the English version shall prevail.
- (xiv) For Quebec residents, any litigation respecting the conduct or organization of this 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 Régie only for the purpose of helping the parties reach a settlement.
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