HITMEN DODGE CARAVAN CONTEST 2015

THE DODGE CARAVAN CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE THE AGE OF MAJORITY OR OLDER IN ALBERTA AT THE TIME OF ENTRY. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

- **1. ELIGIBILITY.** To be eligible for this Contest, an individual must:
 - (a) be a legal resident of the province of Alberta; and
 - (b) be of the age of majority in Alberta or older at time of entry; and
 - (c) possess a valid driver's license

Employees of the Calgary Sports & Entertainment Corporation (Calgary Flames, Calgary Hitmen, Calgary Roughnecks, Calgary Stampeders & Adirondack Flames), Chrysler Canada and the Alberta Chrysler Dealer Advertising Association (collectively, the "Sponsors"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the employees of the sponsors, are not eligible to participate in the Contest.

The Sponsors shall have the right at any time to require production of proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information. Sponsors reserve the right, in their sole discretion, to disqualify any entrant that misbehaves or otherwise conducts themselves in a manner that is in the Sponsors discretion inappropriate or which could be embarrassing to the Sponsors (see Section 9 below).

2. CONTEST ENTRY PERIOD. The Contest begins at 3:00 p.m. Mountain Time ("MT") on Sunday, December 14, 2014 and ends at 10:00 a.m. Mountain Time ("MT") on Monday, March 16, 2015 (the "Contest Period") after which time the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. Enter using any of the methods of entry outlined below only. No entries will be accepted by any other means.
- (b) Limit of one entry per person per game during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered. Contest Representatives reserve the right to refuse the additional distribution of in game cards to those individuals deemed to be intentionally undermining the handout process during Calgary Hitmen Home Games.
- (c) All entries become the sole property of the Sponsors, and in the Sponsors discretion may

be disposed of or destroyed, and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.

- (d) Complete the in-game entry form that will be available *from a contest representative* at the following games until supplies last: i) 3:00pm December 14, 2014 ii) 3:00pm December 28, 2014 iii) 1:00pm January 31, 2015 iv) 3:00pm March 15, 2015. During each Calgary Hitmen home game between the below mentioned dates (in Section 5) a scratch card will be provided to the first 1,000 fans who enter the Scotiabank Saddledome and locate a contest representative (location T.B.D). Upon meeting the representative, the contestant will scratch a portion of the contest ballot. The contest ballot will notify the contestant if he/she has qualified for the in-game component. The contest ballot must be scratched immediately by each individual to determine if he/she will be an in-game qualifier for that respective game. Should a contestant fail to scratch the game area for that specific game they will forfeit their chance of qualifying to return on March 22, 2015 for the Grand Prize giveaway. In the event that unforeseen circumstances cause game cancellations or a delay in the contest period, it is in the sole discretion of the Calgary Hitmen and sponsor parties to determine a proper course of action moving forward.
- (e) Entries will also be accepted via the Calgary Hitmen Website and/or scanning the QR Code located on the contest ballot that will be available <u>on each of the 1,000 contest cards given out</u> at all Calgary Hitmen home games at the Scotiabank Saddledome between Sunday, December 14, 2014 and Monday, March 16, 2015.

4. PRIZES.

- (a) **Grand Prizes.** There is one (1) grand prize ("Grand Prize") available to be won by one (1) Grand Prize winner ("Grand Prize Winner") consisting of:
 - i. The 2014 Calgary Hitmen Dodge Grand Caravan
 - ii. The Grand Prize has an approximate value of twenty-five thousand dollars (CDN \$25,000.00). The Grand Prize must be accepted as awarded and is not transferable or convertible to cash.
- (b) **Runner-Up Prizes**. In addition, there is one (1) runner-up prize ("Runner-Up Prize") with an approximate prize value of \$1000. Actual prize TBD by giveaway date (March 22, 2015) The Calgary Sports and Entertainment Corporation and subsidiary sponsor reserve the right to change and/or modify the runner-up prize on or before March 22, 2015
- (c) Winner is not entitled to monetary difference between actual prize value and stated approximate prize value, if any.
- (d) Winner may claim his/her Grand prize in Calgary, Alberta from March 25th, 2015 to April 24th, 2015. Prizes will be awarded within thirty (30) business days after the winner has been successfully contacted and notified of his/her prize, has correctly answered a mathematical skill testing questions, and has acknowledged compliance with the Contest Rules and has signed and provided to the Sponsors all required releases as hereinafter prescribed.
- (e) Grand Prize Winner will be responsible for all expenses relating to the prize including

insurance, registration, and license and any other expense not explicitly included in the prize description. The Grand Prize will not be released unless winner first shows proof of having a valid driver's license, (together with insurance for the vehicle), provides reasonable evidence that he/she is a legal resident of the province of Alberta, provides reasonable evidence that he/she is the age of majority in Alberta or older at time of entry. The Grand Prize will not be released without the winner being present and adequately identified.

- (f) Guests must comply with the Contest Rules and sign and return the Release (described below).
- (g) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

5. QUALIFIER SELECTION.

Seven (7) qualifiers shall be selected as follows:

- (a) Four (4) qualifiers ("Qualifier A", Qualifier "B", "Qualifier C", "Qualifier D") will each be selected separately through an **in-game contest**. *This contest will occur during a period break*_taking place at a Calgary Hitmen home game at the Scotiabank Saddledome listed below:
 - 1. Sunday, December 14, 2014 vs. the Kelowna Rockets ("Qualifier A")
 - 2. Sunday, December 28, 2014 vs. the Kootenay Ice ("Qualifier B")
 - 3. Saturday, January 31, 2015 vs. the Edmonton Oil Kings ("Qualifier C")
 - 4. Sunday, March 15, 2015 vs. the Kootenay Ice ("Qualifier D")

*Should an above Calgary Hitmen Home Game be cancelled or rescheduled due to unforeseen circumstances the Calgary Hitmen and sponsor parties reserve the right to cancel or reschedule to an undisclosed date.

- (b) Three (3) qualifiers ("Qualifier E", "Qualifier F" "Qualifier G") will be randomly selected from all entries received through the QR Code & online contest located on the contest ballot that will be handed out to the first 1,000 fans at each Calgary Hitmen home game listed above. The odds of being selected as a qualifier are dependent upon the number of eligible, correct entries received by the Sponsors. Before being declared a qualifier ("Qualifier"), the potential Qualifiers will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question during a pre-arranged meeting, if the potential Qualifier incorrectly answers the skill testing question or declines the chance to become a Qualifier, another Qualifier will be chosen from all entries received, and comply with all the Contest Rules.
- (c) The selected potential Qualifiers ("Qualifier E", "Qualifier F", "Qualifier G") will be notified by telephone within two (2) business days after contest close date. If the potential Qualifiers cannot be reached within one business day (24 hours) of the first telephone call made to them, their opportunity to participate will be forfeited and another Qualifier will be randomly drawn. Upon notification, the selected potential

Qualifiers must respond by telephone to the contact number provided in the notification and the selected Qualifier's response must be received by the Sponsors within one (1) business day (24 hours) of such notification. If the potential Qualifiers do not respond in accordance with the Contest Rules or the potential Qualifiers does not comply with the Contest Rules, he/she will be disqualified and will not be eligible to receive a prize and another Qualifier may be selected in the Sponsors' sole discretion. The Sponsors are not responsible for the failure for any reason whatsoever of selected Qualifier to receive notification or for the Sponsors to receive a selected Qualifier's response.

(d) Each Qualifier ("Qualifier A", Qualifier "B", "Qualifier C", "Qualifier D", "Qualifier E", "Qualifier F" and "Qualifier G") will receive two (2) tickets to the Sunday, March 22, 2015 Calgary Hitmen vs. Kootenay Ice game at the Scotiabank Saddledome. If a Qualifier cannot attend the game on March 22, 2015 they can choose to send a substitute. The substitutes name must be made available to the Sponsors. The substitute is the person who will participate on their behalf and will be entitled to the Grand Prize. Should a Qualifier be unable to send a substitute on their behalf, a new qualifier will be drawn or re drawn from the online/QR Code Entries.

6. FINALIST SELECTION.

- 1) Two (2) finalists ("Finalist A" and "Finalist B") shall be selected from the six (7) qualifiers ("Qualifier A", "Qualifier B", "Qualifier C", "Qualifier D", "Qualifier E", "Qualifier F", "Qualifier G") as follows:
 - (a) On Sunday, March 22, 2015 a skill testing contest will be conducted by the sponsors during the 1st intermission of the Calgary Hitmen vs. Kootenay Ice game that will determine which qualifiers will be selected as a finalist (either "Finalist A" or "Finalist B").
 - (b) These two (2) finalists ("Finalist A" and "Finalist B") will be awarded the chance to compete for the Grand Prize during the 2nd intermission of the March 22, 2015 game between the Calgary Hitmen and Kootenay Ice. Each Finalist shall be eligible to win only one (1) prize.
 - (c) The odds of being selected as a potential finalist are dependent upon the number of eligible, correct entries received by the Sponsors.
- Each Finalist will be required to execute a binding confirmation, agreement and release ("Release") that confirms amongst other things, Finalist's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates, employees, directors, officers, suppliers, agents, and administrators (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize including without limitation, costs,

- injuries, losses 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; The executed Release must be returned within two (2) business days of the qualification as a Finalist or the selected potential winner may be disqualified and the finalist status forfeited.
- 3) Each Finalist must consent to the Contest Sponsors' use of his/her name, city of residence, photograph, voice, statement, and image for any publicity or programming purposes, in all media, without remuneration, throughout the world in perpetuity
- 4) If a Finalist is unable to take part in the 2nd intermission they can choose to send a substitute. The substitutes name must be made available to the Sponsors. The substitute is the person who will participate on their behalf and will be entitled to the Grand Prize.
- 5) The two (2) Finalists ("Finalist A", "Finalist B") will compete on-ice during the 2nd intermission of the March 22, 2015 Calgary Hitmen vs. Kootenay Ice game. Specific rules and promotion details for the "Dodge Grand Caravan giveaway" will be explained to each finalist prior to the 2nd intermission activity of the March 22, 2015 Calgary Hitmen home game.
- The finalist ("Finalist A" or "Finalist B") who is the first to successfully complete the promotion will be declared the Grand Prize Winner and receive the 2014 Calgary Hitmen Dodge Grand Caravan. The runner up ("Finalist A" or "Finalist B") will be declared a Runner-Up and receive the Runner-Up prize valued at approximately \$1,000 dollars. Actual prize TBD by giveaway date (March 22, 2015) The Calgary Sports and Entertainment Corporation and subsidiary sponsor reserve the right to change and/or modify the runner-up prize on or before March 22, 2015
- 7) Before being declared the Grand Prize Winner, the Grand Prize Winner will be required to sign a declaration form stating that he/she has read, understood, and complied with the rules and regulations of the Contest and that he/she accepts the prize as offered. The Grand Prize Winner will also be required to sign the Release form acknowledging the rights of the Calgary Sports & Entertainment Corporation, Chrysler Canada and the Alberta Chrysler Dealer Advertising Association, and their agents, to publish and broadcast, without further compensation, their name, address, photograph and statements.
- **RELEASE.** Winners will be required to execute a legal agreement and release ("Release") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Releasees from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses 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 (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or reuse the Winner's and Guests' name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

- 7. INDEMNIFICATION BY ENTRANT. By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
- 8. LIMITATION OF LIABILITY. The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Sponsors are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website, and/or CalgaryFlames.com. The Sponsors reserve the right in their sole discretion, to cancel, terminate, or suspend this Contest or to modify the Contest rules at any time without notice.
- 9. **CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any hitmenhockey.com website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any hitmenhockey.com property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY DELIBERATELY **ATTEMPT DAMAGE** THE **CONTEST** WEBSITE. HITMENHOCKEY.COM OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winners and Guests must at all times behave appropriately when taking part in the event and observe the Contest Rules and any other rules or regulations in force at the event(s).

The Sponsors reserve the right to remove from the event, any Winner and/or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or Guest.

- 10. PRIVACY / USE OF PERSONAL INFORMATION. By participating in the Contest, entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; and (ii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i).
- 11. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned 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.
- **12. TERMINATION.** Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
- 13. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest 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 Alberta 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.
- **14. LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.