

# Win a FGL 40<sup>th</sup> Anniversary Prize Pack: Trip to the 2015 IIHF World Junior Championship in Toronto with Sport Chek

Sport Chek – Win a Trip to the 2015 IIHF World Junior Championship in Toronto with Sport Chek

## Official Rules and Regulations

### **NO PURCHASE NECESSARY**

The Contest is sponsored by FGL Sports Ltd ("**Contest Sponsor**") and administered by both FGL Sports Ltd. and North Strategic. ("**Administrators**").

**CONTEST PERIOD:** Contest opens on October 22, 2014 at 12:01 a.m. EST and closes on November 2, 2014 at 11:59 p.m. EST (the "**Contest Period**").

### **Who Can Enter**

The Contest is open to all legal residents of Canada, excluding Quebec, who are 18 years of age or older at the time of entry, and who have a registered Facebook profile at the time of entry or valid email address. You are not eligible to enter if you are (or you live with) an employee, officer, director, representative, agent, consultant or supplier of (i) the Contest Sponsor, (ii) Contest Administrators, (iii) or any of their respective parent companies, subsidiaries, affiliates, franchisees or licensees. The Contest is subject to all applicable federal, provincial and municipal laws and is void where prohibited by law.

### **How to Enter**

1. During the Contest Period visit the Sport Chek Facebook page (<https://www.facebook.com/sportchekofficial>) and upload a photograph that fits the contest theme of one's favourite personal sports moment. You can enter multiple times during the contest period at a limit of one (1) entry per day.
2. Complete all fields on the Contest entry form and check the box stating "I accept all liabilities associated with the details of this Contest." Once all fields are completed, click on "Enter Contest".
3. By entering the Contest, you agree to be bound by these Official Rules and Regulations and all decisions of the Contest Sponsor and Contest Administrators.
4. All entries become the property of the Contest Sponsor and will not be returned or acknowledged.
5. The Contest Sponsor will not be responsible for an entrant's inability to submit a Contest entry due to any hardware or software malfunction, internet service delay or interruption, inability to access the Contest URL, or any combination thereof. Further, The Contest Sponsor shall not be

responsible for Contest entries that are incomplete, illegible, incorrect, lost, misdirected or delayed.

### **Photo Requirements**

1. Each Contest entrant hereby warrants and represents that his/her entry (photograph) and each individual component thereof:
  - a. is unique and original to him/her and that the entrant has all necessary rights in and to the entry and each individual component thereof;
  - b. does not violate any law, statute, ordinance or regulation;
  - c. does not contain any reference to or likeness of any identifiable third parties;
  - d. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
  - e. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity (partial or otherwise); alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Contest Sponsor; any identifiable third party products, trade- marks, brands and/or logos, other than those of Contest Sponsor; conduct or other activities in violation of these Official Rules and Regulations; and/or any other content that is or could be considered inappropriate, disparaging, unsuitable or offensive, all as determined by the Contest Sponsor in its sole and absolute discretion.

**IMPORTANT NOTE:** The Contest Sponsor will screen every selected entry. Any entry that the Contest Sponsor deems, in its sole discretion and at any point in time, to violate the terms and conditions set forth in these Official Rules and Regulations will be subject to disqualification.

By entering the Contest and submitting an entry, each entrant: (i) grants to the Contest Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use the entry and each individual component thereof, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her entry and each individual component thereof in favour of the Contest Sponsor (and anyone authorized by the Contest Sponsor to use the entry or a component thereof); and (iii) agrees to release, indemnify and hold harmless the Released Parties from and against any and all claims related, directly or indirectly, to his/her entry (or a component thereof) – including, without limitation, claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action. For greater certainty, the Contest Sponsor reserves the right, in its sole discretion, to modify, edit or remove any entry (or a component thereof), or to request an entrant to modify or edit his or her entry (or a component thereof), if a complaint is received with respect to the entry (or a component thereof), or for any other reason at any time. If such an action is necessary at any time, then the Contest Sponsor reserves the right, in its sole and absolute discretion, to: (i) disqualify the entry; (ii) disqualify the entrant and any or all of his/her entries; and/or (iii) to take whatever action the Contest Sponsor deems appropriate in circumstances as determined by the Contest Sponsor in its sole and absolute discretion.

## How to Win

1. The odds of winning will depend upon the number of eligible entries received.
2. On or about November 5, 2014, at the conclusion of the Contest Period, the potential winner will be selected by random draw from all eligible entries, (“**Selected Entrant**”).
3. The Contest Sponsor will verify the Selected Entrant’s eligibility and the Selected Entrant will be notified in accordance with paragraph 9. If the Selected Entrant does not meet all eligibility requirements for the Contest, the entry is void or becomes disqualified, and then an alternate Selected Entrant will be drawn from all remaining Contest entries.
4. The Selected Entrant will be contacted by the Contest Sponsor by Facebook message, using the contact information provided on the Contest entry, and notified that they are a Selected Entrant to win a Prize, (the “**Notification**”).
5. If the Selected Entrant does not respond to the Notification within six (6) hours thereof, that Selected Entrant will be automatically disqualified and an alternate Selected Entrant will be selected and contacted in accordance with paragraph 9.
6. Any Notification made by email that is returned as undeliverable may result in disqualification at the sole discretion of the Contest Sponsor.
7. To be declared a Prize winner and recipient of a Prize (as defined below) the Selected Entrant must first (a) sign a declaration confirming compliance with these Official Rules and Regulations and acceptance of the Prize as awarded, (b) sign and return, within the time stipulated, a waiver and release of the Contest Sponsor, Administrators, and each of their respective officers, directors, shareholders, volunteers, governors, employees, agents, representatives, parents, successors, affiliates, subsidiaries, assigns, related entities, partners, partnerships, suppliers of prizes, licensees, and licensors from any liability in connection with this Contest and, (c) correctly answer, unaided, a time-limited skill testing mathematical question to be administered by Contest Sponsors.
8. Selected Entrants may also be required to submit valid proof of identity.
9. By accepting a Prize, the Contest winner authorizes the Contest Sponsor to broadcast, publish and disseminate his/her name, City of residence, photograph, likeness, sobriquet and voice, in connection with any further publicity carried out in connection with this Contest, with no additional compensation to the Contest winner beyond the awarding of the Prize.

## Prizes

1. One Grand Prize (the “Grand Prize”) will be awarded in this Contest, consisting of:
  - a. Two (2) tickets to the World Junior Championships, taking place in Toronto, ON from Jan 2, 2015 to Jan 5, 2015 – approximate value \$600
  - b. Return airfare for two (2) - \$2,000
  - c. Five (5) nights accommodation in Toronto (Jan 1-6) - \$1,000
  - d. Sport Chek gift cards - \$2,500
  - e. Spending cash - \$1,000

The approximate retail value of the Prize is six thousand five hundred dollars (\$6,500CAD).

Prize must be accepted as is and cannot be redeemed for cash.

For all prizes: Prizes are non-transferable and no substitution will be made unless Sponsors, in their sole discretion, determines otherwise. Sponsors reserve the right to substitute a prize, or a portion thereof, for one of equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. All prize details are at Sponsors' sole discretion. Odds of winning a prize depend on the number of eligible entries received during the Contest Period. Limit: One (1) prize per person.

### **Disclaimer and Liability Exclusion**

1. Contest Sponsor is not responsible for late, lost, incomplete, illegible or misdirected entries or for any failure of the web site during the Contest; for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software, failed network connections, failed, incomplete, garbled or delayed computer transmissions, online failures or communication failures other circumstances affecting, disrupting or corrupting the Contest in any manner, including without limitation, receipt of entries, entrants' ability to participate in the Contest, prize notification or entrant response to the notification, for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any web site, or any combination of the foregoing. Further, the Contest Sponsor is not responsible for any damage to entrants' or third parties' computer occasioned by participation in the Contest or by downloading any information necessary to participate in the Contest.
2. By entering the Contest, entrants agree that the Contest Sponsor shall not be liable for losses or injuries of any kind resulting from participation in the Contest or acceptance, possession or use of any Prize awarded and entrants agree to release, discharge and hold harmless the Contest Sponsor and its subsidiaries, parent company, affiliates, and all of their respective employees, directors, officers, and agents, for all claims or damages arising out of the entrant's participation in the Contest or the acceptance or use of a Prize awarded therein.
3. The Contest Sponsor makes no warranty, guarantee or representation of any kind concerning the Prize and disclaims any implied warranties.
4. The Contest Sponsor reserves the right to substitute the Prize (or portion thereof) without notice for alternate prize or prizes of equal or greater value. Prize must be accepted as awarded and cannot be exchanged or returned for cash.
5. The Contest Sponsor reserves the right to cancel, terminate, modify, amend or extend this Contest or modify the Official Rules and Regulations at any time without notice and shall have no liability to anyone, including entrants, for the cancellation or termination of the Contest.
6. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsors and the third parties it

has engaged to assist it in administering the Contest and not to Facebook. The information you provide will only be used in accordance with the Sponsor's privacy policy. The owners and operators of Facebook are completely released from all liability by each Entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsors and not Facebook.

## **Privacy**

1. The personal information provided by entrants to enter the Contest will be (i) collected by or on behalf of the Contest Sponsor or Administrators, (ii) used only to administer the Contest, contact Selected Entrants, verify eligibility of the Selected Entrants, and to send SportChek.ca promotional materials and/or SportChek.ca newsletters to the entrant, and for no other reason, and (iii) accessible only to those employees of the Contest Sponsor or a third party retained by the Contest Sponsor directly involved in the Contest and will not be disclosed or sold to any other third parties.
2. By entering this Contest, each entrant consents to the collection, use and disclosure of their personal information for the purposes and in the manner described herein.
3. For more information about the Contest Sponsor's and Administrator's commitment to your privacy please review the privacy policies online at Sport Chek - Privacy Policy. You can also contact us or otherwise communicate your privacy concerns by emailing us at [privacy@fglsports.com](mailto:privacy@fglsports.com).

## **General Conditions**

1. All decisions of the Contest Sponsor are final and binding on all entrants without right of appeal.
2. The name of the Contest winner will be available and may be obtained by e-mail sent to [customerservice@SportChek.ca](mailto:customerservice@SportChek.ca) within 120 days after the close of the Contest Period.
3. As a condition of participating in the Contest, except where prohibited by law, each entrant agrees that any dispute or cause of action arising out of or connected with the Contest shall be resolved individually, without resort to any form of class action proceeding, and exclusively before a court located in the province of Alberta and that the court shall apply the laws of the province of Alberta doctrines of conflict of law and that you agree to be subject to personal jurisdiction in the province of Alberta. Further, each entrant agrees to waive all rights to claim punitive, incidental or consequential damages, or any other damages, including legal costs or attorneys' fees, other than the entrant's out-of-pocket expenses associated with entering the Contest.
4. In the event of a dispute, online entries will be deemed to have been submitted by the authorized account holder of the Facebook account submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an online entrant is disputed, the authorized account holder associated

with the email account at the time of entry will be deemed to be the entrant. An entrant may be required to provide the Contest Sponsor with proof that she or he is the authorized account holder of the email address associated with the winning entry.

CAUTION: Any attempt to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsors reserve the right to seek damages or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law.