

## SENS® SUMMER PHOTO CONTEST

### CONTEST RULES

#### ELIGIBILITY

1. The SENS® Summer Photo contest (the “**Contest**”) is conducted by Capital Sports & Entertainment Inc. (“**CSEI**”) and CAA North & East Ontario (“**CAANEO**”, CAANEO together with CSEI to be referred to herein as the “**Sponsors**”) and is open to all legal residents of Canada who have reached the age of majority in the province in which they reside.
2. Entrants are not eligible to participate in the Contest if they are:
  - a) employees, agents or representatives of the Sponsors, or their respective agents, affiliates, subsidiaries, related companies, sponsors, advertising or promotional agencies, or assignees; or
  - b) a member of the household and/or immediate family of any of the above parties. For the purpose of the Contest Rules, “immediate family” means husband, wife, spouse, mother, father, brother, sister, son and/or daughter, whether or not they reside in the same household.
3. The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right to disqualify any entry or entrant in its and their sole discretion, should any entry or entrant at any stage contain and/or supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

#### HOW TO ENTER

4. The Contest begins on Wednesday, July 14, 2010, at 1:00pm ET and ends on Tuesday, September 7, 2010, at 1:00pm ET (the “**Contest Period**”).
5. There is no purchase necessary to enter the Contest. To enter take a digital picture showcasing you, your family and/or friends on vacation this summer wearing or holding Sens gear at a location other than a hockey rink (the “**Picture**”) (i.e. use your creativity and originality in selecting the location, selecting gear to wear or hold, etc.). The Picture must be in: JPEG, TIFF, GIF, PNG or BMP format. The Sens logo must be clearly displayed on something you are wearing or holding in the Picture. To enter online, submit your Picture and a completed online entry form found at [www.ottawasenators.com](http://www.ottawasenators.com) (the “**Contest Website**”). To enter by mail or in person, create a hand-drawn ballot indicating “SENS Summer Photo Contest” along with the following information:
  - Name, address, telephone number and valid e-mail address

and submit the ballot, along with your Picture on CD, in person or by mail to: Scotiabank Place, 1000 Palladium Drive, Attn: SENS Summer Photo Contest, Kanata, Ontario, K2V 1A5. No entries will be accepted by any other means.

6. Entries are limited to one (1) entry per person per day. In the case of multiple entries on the same day, only the first entry will be considered. All entries, including Pictures, become the property of CSEI once submitted to be used for the purposes contemplated herein and none will be returned for any reason. All entries must be received by September 7, 2010, at 1:00pm ET. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, falsified, altered, garbled, mechanically or electronically reproduced, or tampered with in any way.

Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an e-mail address means the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winner may be required to provide Sponsors with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

#### PRIZES

7. There are two (2) monthly prizes to be awarded as described in sections 12 and 13 below (each, a “**Monthly Prize**”, collectively the “**Monthly Prizes**”). Each Monthly Prize consists of: (i) one (1) gift voucher with an expiry date of approximately one year from the respective winner selection date as described in sections 12 and 13 below, valid for five-hundred (500) Canadian Automobile Association (“**CAA**”) dollars that can be used to purchase CAA products and services from a pre-determined catalogue as provided by CAANEO (excludes travellers cheques, foreign currency and all insurance products - other restrictions may also apply at the sole discretion of CAANEO); and (ii) one (1) gift voucher with an expiry date of approximately one year from the respective winner selection date as described in sections 12 and 13 below, valid for a one-year complimentary CAA Plus Membership or a complimentary one-year renewal if a Monthly Prize winner, as determined in accordance with sections 12 or 13 (each a “**Monthly Prize Winner**”, collectively the “**Monthly Prize Winners**”), currently has a valid CAA membership that is in good standing. The approximate retail value of each Monthly Prize is CDN \$627.84 excluding taxes and applicable fees. The odds of winning depend upon the number of eligible entries received by the respective monthly deadline as described in sections 12 and 13 below.

Each entrant will be eligible to win a maximum of one (1) Monthly Prize.

8. There is one (1) grand prize (a “**Grand Prize**”) that will be awarded to the Contest Grand Prize winner as described in section 14 below (the “**Grand Prize Winner**”). The Grand Prize consists of:
- (a) **Sens Home Opener Prizing:** (i) two (2) tickets in the 100-level to the 2010-11 Ottawa Senators home opener at Scotiabank Place in Kanata, Ontario (exact seat location to be determined by CSEI); and (ii) one (1) parking pass valid for the home opener (lot to be determined by CSEI); and
  - (b) **CAA Gift Voucher:** i) one (1) gift voucher with an expiry date of approximately one year from the Grand Prize Winner selection date as described in section 14 below, valid for two-thousand (2,000) Canadian Automobile Association (“**CAA**”) dollars that can be used to purchase CAA products and services from a pre-determined catalogue as provided by CAANEO (excludes travellers cheques, foreign currency and all insurance products - other restrictions may also apply at the sole discretion of CAANEO); Grand Prize Winner entrant must have a valid CAANEO membership, if Grand Prize Winner does not have a valid membership, a portion of the Grand Prize will be put towards a CAANEO membership with the membership value to be determined by the Sponsors;

The approximate retail value of the Grand Prize is CDN \$2,280 excluding taxes and applicable fees. The odds of winning depend upon the number of eligible entries received during the Contest Period. Each entrant, including the Monthly Prize Winners, will be eligible to win a maximum of one (1) Grand Prize.

9. The Monthly Prizes and the Grand Prize shall be collectively referred to herein as the “**Prizes**” and may also be generally referred to herein as a “**Prize**”. Winners of the Prizes, as determined in accordance with sections 12, 13 and 14 below, shall each be individually referred to herein as a “**Winner**” and shall be collectively referred to herein as the “**Winners**”. Winners are not entitled to the monetary difference between the actual prize value and the stated approximate prize value, if any.
10. The Monthly Prizes and the Grand Prize must be accepted as awarded including, but not limited to, compliance with any and all scheduling requirements and cannot be transferred, assigned, substituted or redeemed for cash, except that the Sponsors, in their sole discretion, reserve the right to substitute a prize of equal or greater value if any of the Prizes cannot be awarded as described due to unavailability for any reason. In the event that the Monthly Prizes or the Grand Prize consist of or include attendance at an event that is cancelled, delayed or rescheduled for any reason whatsoever, a substitute prize or cash equivalent will not be provided. The Grand Prize Winner and Grand Prize Winner’s Guest are responsible for transportation, accommodation, food and beverage and all taxes, gratuities and all other incidental costs pertaining to the Sens Home Opener Prizing.
11. The Monthly Prize Winners and the Grand Prize Winner may claim their Prizes at Scotiabank Place located at 1000 Palladium Dr., Kanata, Ontario five (5) business days after they have been successfully contacted and notified of their respective Prizes, have complied with the Contest Rules and have signed and returned the Contest Release (described below) and any and all other documentation required by the Sponsors in their sole discretion.

#### **MONTHLY PRIZE WINNER SELECTION – July 28, 2010**

12. On Wednesday, July 28, 2010, at 12:00pm ET at Scotiabank Place in Kanata, Ontario, the Sponsors will, in their sole discretion, select one (1) eligible entry from all eligible entries received by Monday, July 26, 2010, at 5:00pm ET, based on creativity and originality (i.e. what Sens gear you, your family and/or friends are wearing or holding in the Picture, the location depicted in the Picture etc.) to be the recipient of the first Monthly Prize. The selected eligible entrant will be notified by telephone on July 28, 2010. If the selected eligible entrant cannot be contacted within three (3) business days of such date, he/she will be disqualified and another eligible entrant will be selected and contacted. The Sponsors are not responsible for a selected eligible entrant’s failure to receive notification for any reason whatsoever. The odds of being selected are dependent upon the number of eligible entries received and the quality of the Pictures submitted.

#### **MONTHLY PRIZE WINNER SELECTION – August 18, 2010**

13. On Wednesday, August 18, 2010, at 12:00pm ET at Scotiabank Place in Kanata, Ontario, the Sponsors will, in their sole discretion, select one (1) eligible entry from all eligible entries received by Monday, August 16, 2010, at 5:00pm ET, based on creativity and originality (i.e. what Sens gear you, your family and/or friends are wearing or holding in the Picture, the location depicted in the Picture etc.) to be the recipient of the second Monthly Prize. For greater certainty, entries submitted prior to the deadline for the first Monthly Prize will remain eligible for consideration for the second Monthly Prize. The selected eligible entrant will be notified by telephone on August 18, 2010. If the selected eligible entrant cannot be contacted within three (3) business days of such date, he/she will be disqualified and another eligible entrant will be selected and contacted. The Sponsors are not responsible for a selected eligible entrant’s failure to receive notification for any reason whatsoever. The odds of being selected are dependent upon the number of eligible entries received and the quality of the Pictures submitted.

#### **GRAND PRIZE WINNER SELECTION**

14. On Wednesday, September 15, 2010, at 12:00pm ET at Scotiabank Place in Kanata, Ontario, the Sponsors will, in their sole discretion, select one (1) eligible entry from all eligible entries received during

the Contest Period (ending September 7, 2010 at 1:00 pm ET), based on creativity and originality (i.e. what Sens gear you, your family and/or friends are wearing or holding in the Picture, the location depicted in the Picture) to be the recipient of the Grand Prize. For greater certainty, entries submitted prior to the deadlines for both Monthly Prizes will remain eligible for consideration for the Grand Prize. The selected eligible entrant will be notified by telephone on September 15, 2010. If the selected eligible entrant cannot be contacted within three (3) business days of such date, he/she will be disqualified and another eligible entrant will be selected and contacted. The Sponsors are not responsible for a selected eligible entrant's failure to receive notification for any reason whatsoever. The odds of being selected are dependent upon the number of eligible entries received and the quality of the Pictures submitted.

#### **SKILL TESTING QUESTION**

15. In order to be eligible to win a Prize, selected eligible entrants shall be required to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise. Selected eligible entrants may be required to swear an affidavit indicating compliance with this section. The skill-testing question will be administered by telephone.

#### **CONDITIONS OF PARTICIPATION**

16. By participating in this Contest, each entrant and his/her guest agrees:
- a) to be bound by the Contest Rules;
  - b) to be bound by the decisions of the Sponsors, which shall be final and binding in all respects;
  - c) to sign and return a publicity release and release of liability (the "**Contest Release**") which confirms, among other things, that the entrant or guest, as applicable releases Capital Sports Properties Inc. (Scotiabank Place), Capital Sports Entertainment Inc. (the Ottawa Senators), CAA North & East Ontario, the Canadian Automobile Association, Aramark Entertainment Services (Canada), Inc., the National Hockey League ("**NHL**"), the NHL Member Clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the NHLPA and current and former players, and each of their respective affiliates, parents, and related entities, as well as the owners, governors, officers, directors, partners, partnerships, principals, employees, agents, representatives, volunteers, sponsors, promoters, and advertisers of all the foregoing from any and all liability arising out of or in any way connected to his or her participation in the Contest, participation in any Contest-related activity, the acceptance, use or misuse of the Prize, the use of personal information described herein and the use of merchandise purchased as a result of winning the Prize, including but not limited to costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and
  - d) to return the executed Contest Release within five (5) business days of the date of receipt by the entrant or such entrant shall be disqualified and the right to any respective Prize forfeited.

#### **PUBLICITY**

17. To the extent permitted by law, each entrant agrees that entry in the Contest constitutes permission, in perpetuity, that CSEI may use worldwide, the entrant's city/province of residence, name, and Picture, for advertising and/or publicity purposes related to the Ottawa Senators, the Contest and/or similar future promotions, in any and all media, now known or hereafter devised, and without any additional consideration or any compensation of any kind.

#### **LIMITATION OF LIABILITY**

18. The Sponsors are not responsible or liable for late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged or destroyed entries, notifications, replies or any Contest Release; for lost, interrupted, inaccessible or unavailable networks, servers, Internet Service Providers, websites or other connection, related to the Contest and/or the Contest Website; for errors of any kind, including but not limited to human, electronic, mechanical and/or technical in nature; for failure or technical malfunction of any telephone network or lines, computer and online systems, servers, computer equipment, software, e-mail, players, or browsers on account of technical problems or traffic congestion on the Internet, the Contest Website, any related website, or any combination thereof or otherwise; for any injury or damage to entrant, entrant's computer, or any other person's computer related to or resulting from participating in or downloading material in connection with the Contest; for incorrect or inaccurate information; and/or for weather conditions, event cancellations, delay or rescheduling or other factors beyond the Sponsors' control.

#### **DISQUALIFICATION**

19. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant who is found to be tampering with the entry process or with the operation and administration of the Contest; acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest; or in violation of the Contest Rules. The Sponsors reserve the right to seek damages and other remedies from any such entrant to the fullest extent permitted by law, including but not limited to criminal prosecution.

#### **USE OF PERSONAL INFORMATION**

20. By participating in the Contest, the entrant consents to the collection, use and disclosure of his/her
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personal information by the Sponsors for the purpose of administering the Contest, awarding the Prizes, announcing the Winners, and advertising and/or marketing the Contest or similar future promotions. Personal information collected in connection with the Contest will be used by the Sponsors in accordance with the Ottawa Senators privacy policy available at [www.ottawasenators.com](http://www.ottawasenators.com).

#### **INTELLECTUAL PROPERTY**

21. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned or used under license 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.

#### **COPYRIGHT-PROTECTED WORK**

22. By submitting an entry in the Contest, the entrant represents and warrants that: (i) the Picture is original to the entrant, and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable CSEI to use the Picture as contemplated herein; (ii) the Picture does not infringe upon the intellectual property or other statutory or common law rights of any third party; and (iii) the individual(s) featured in the Picture, or their parents/legal guardians if applicable, have granted their consent to the submission of the Picture in the Contest and to the subsequent use by CSEI of the Picture in any advertising and/or marketing of the Contest, or any similar future promotions, in any media that may be selected by CSEI, including without limitation on the internet at the Contest Website.

#### **GOVERNING LAW**

23. The Contest is subject to applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of the 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 Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
24. Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, the Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, or modify, amend or suspend the Contest and/or the Contest Rules in any way at any time for any reason without prior notice or compensation.

#### **QUEBEC RESIDENTS**

25. Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux (the "Régie") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement. In the event that there is a discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.

#### **DISCREPANCIES**

26. 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 or advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

#### **OFFICIAL RULES**

27. These Contest Rules will be available at the Ottawa Senators Reception Desk (Gate #2) located at Scotiabank Place, 1000 Palladium Drive, Kanata, Ontario, K2V 1A5 and online at [www.ottawasenators.com](http://www.ottawasenators.com).
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