

## TSN CFL FANTASY 2019 EARLY BIRD CONTEST

### THIS CONTEST IS OPEN TO CANADIAN RESIDENTS AND IS GOVERNED BY CANADIAN LAW

#### 1. CONTEST PERIOD:

The **TSN CFL Fantasy Contest** (the “**Contest**”) begins on February 12<sup>th</sup>, 2019 12:00:00 p.m. Eastern Time (“**ET**”) and ends on March 26<sup>th</sup> at 2019 11:59:00 p.m ET (the “**Contest Period**”).

#### 2. ELIGIBILITY:

Contest is open to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of **CFL Enterprises LP** (the “**Sponsor**”), its member teams, governors, parent companies, subsidiaries, affiliates, distributors, prize suppliers, advertising/promotion agencies, sponsors/advertisers, and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the “**Contest Parties**”). By participating in this Contest, you agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “**Rules**”).

#### 3. HOW TO ENTER:

No purchase necessary. To enter, go to [cflfantasy.tsn.ca](http://cflfantasy.tsn.ca) (the “**Website**”) and follow the on-screen instructions to register to play **TSN CFL Fantasy**. Once you have fully completed the Registration, follow the on-screen instructions to: (i) enter your full name, postal code, and valid email address; (ii) signify your agreement that you have read and agree to be legally bound by the terms and conditions of these Rules and (iii) check the opt-in box if you choose to receive future communication from the CFL. Next, click the “Submit” button. Once you have fully completed the Registration, click the “Submit” button to complete your registration (the “Registration”) and create your account (the “Account”).

#### 4. ENTRY LIMIT:

There is a limit of one (1) Entry per person/email address (the “**Registered User**”) during the Contest Period. For greater certainty and the avoidance of any doubt, you can only use one (1) email address to enter the Contest. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry per person/email address during the Contest Period; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the entry process is not fully completed with all required information and submitted and received during the Contest Period. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

#### 5. WINNER CRITERIA:

Any TSN CFL Fantasy Contest registered user residing in Canada is eligible to win. Winner will be determined by random draw.

**5. SUBMISSION REQUIREMENTS:**

By submitting an entry, you agree that the entry complies with all conditions stated in these rules. The released parties will bear no liability whatsoever regarding: (i) the use of your entry (ii) participation in any contest-related activities; (iii) any use, collection, storage and disclosure of any personal information; and/or (iv) if declared the winner, the prize (including any use or misuse of the prize). The released parties shall be held harmless by you in the event it is discovered that you have departed from or not otherwise fully complied with any of these rules. This release and indemnity shall continue in force following the termination of the contest and/or awarding of the prize.

**6. VERIFICATION:**

Each Entry is subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the time frame specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s).

**7. THE PRIZE:**

The prize consists of a plane-trip for 2 to a yet to be determined city in Atlantic Canada (city to be confirmed before winner is selected) plus two (2) tickets to the regular season CFL game taking place on Sunday, August 25 (Montreal Alouettes vs. Toronto Argonauts.) The total prize is valued at \$2,200 CDN.

**8. PRIZE CONDITIONS:**

Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by CFL League Office or Team in its sole and absolute discretion). No substitutions except at CFL League or Team's option. The CFL League Office reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Prize will only be awarded to the person whose verifiable full name and valid email address appears on the Entry Form associated with the Entry in question.

**9. WINNER CRITERIA**

The odds of winning depend on the number of eligible Entries submitted and received during the Contest Period in accordance with these Rules.

**10. WINNER NOTIFICATION:**

On Thursday, March 28th, 2019, the Sponsor or its designated representative will make a minimum of three (3) attempts to contact the selected entrant within five (5) business days of the Contest End Date. If a Registered User cannot be contacted within five (5) business days of the Contest End Date, or if there is a return of any

notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate Registered User who received the next highest number of Points (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

#### **11. WINNER CONFIRMATION:**

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, the selected entrant will be contacted by phone and/or email using the contact information that was submitted during Contest entry, and informed that they are a selected entrant and potential winner of a Prize, and that they are required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and submit within five (5) business days of receipt the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Released Parties**") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) acknowledges that all guests attending the event will be required to sign a guest waiver before taking part in the Prize event; and (v) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If a selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Main Entries and Bonus Entries submitted and received to date during the Contest Period in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

#### **12. APPLICABLE LAWS:**

This Contest is subject to all applicable federal, provincial and municipal laws. 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. Any litigation must be commenced in the City of Toronto, Ontario.

#### **13. QUEBEC RESIDENTS**

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 version and the French language version of the Contest Rules, the English version shall prevail, govern and control.

#### **14. GENERAL CONDITIONS:**

All Entries become the property of the Sponsor. The decisions of the Sponsor with respect to all aspects of this

Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Main Entries and/or Bonus Entries and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Website during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the email address 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. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

The Contest Sponsor, subject only to the approval of the Régie, reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Contest Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Contest Sponsor reserves the right, with the consent of the Régie, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Main Entry or Bonus Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <http://www.cfl.ca/page/privacy-policy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Main Entry or Bonus Entry with these Rules, or as a result of any technical or other problems,

or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.