

**12 Days of CCM (the “Sweepstakes”)  
Official Rules, Terms and Conditions**

**NO PURCHASE NECESSARY TO ENTER OR WIN PRIZE. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Instagram, LLC. Information is being provided to the Sponsor (defined below), not to Instagram, LLC. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor and not to Instagram, LLC. Your participation in this Sweepstakes must at all times comply with all applicable Instagram community guidelines and terms of service. In the event of any violation of such guidelines or terms of service, the Sponsor may, in its sole and absolute discretion, disqualify you from the Sweepstakes.

The 12 Days of CCM sweepstakes (the “Sweepstakes”) is sponsored by Sport Maska Inc., operating as CCM Hockey, 3400 Raymond-Lasnier, Montreal (Quebec) H4R 3L3 Canada (the “Sponsor”). The Sweepstakes is governed by these Official Rules, Terms and Conditions (the “Official Rules”). By participating in the Sweepstakes, each entrant agrees to these Official Rules, including all eligibility requirements and understands that the results of the Sweepstakes are final in all respects. The Sweepstakes is subject to all federal, state, provincial and local laws and regulations and is void where prohibited by law. **ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.**

If you are under the age of 18 or under the age of majority in your state, province or territory of legal residence, **then, before entering the Sweepstakes (and thereby agreeing to these Official Rules), you must obtain permission from your parent or legal guardian to accept these Official Rules and participate in the Sweepstakes.** The words “you,” “your,” “entrant” and “participant” as used herein refer to the natural person entering the Sweepstakes and, if the natural person is under the age of 18 or under the age of majority in their state, province, or territory of legal residence, the parent or legal guardian who has granted permission for the entrant to accept the Official Rules. **IF YOU ARE YOUNGER THAN 16 YEARS OLD, YOU MAY NOT ENTER THE SWEEPSTAKES.** By entering the Sweepstakes, you represent and warrant that (i) you are 16 years old or older at the time of entry; (ii) you are fully able and competent to enter into and comply with the Official Rules; and (iii) either (a) you are over the age of majority in your state, province or territory of legal residence; or (b) you have consent from your parent or legal guardian to enter into and comply with the Official Rules. As a condition to winning a Prize, the Sponsor may require you to provide a proof of age and permission of your parent or legal guardian, including a copy of these Official Rules signed by your parent or legal guardian.

**1. HOW TO ENTER:**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

To enter the Sweepstakes, entrants must:

- (1) Be an authorized holder of an Instagram account (the “Account”). If you do not have an Instagram account, you can sign up for free by visiting [www.instagram.com](http://www.instagram.com);

- (2) Comment “#12DaysOfCCM” in the comments section of CCM Hockey’s Instagram account (@CCMhockey) posts between December 12, 2022 and December 23, 2022 inclusively;

**Your Entry must contain a mention of the hashtag #12DaysOfCCM and must meet all the guidelines and restrictions in the Official Rules for you to be eligible for a Prize.** In order for the Sponsor to be able to view your Entry and potentially contact you should your Entry be chosen as a potential winner, you must set your Account on Instagram to a public setting that allows the public to view your Account.

Entrants may access their Accounts through the Instagram application on his/her mobile device or computer (“**Device**”). If entrants do not have the Instagram App, entrants may download it through the application store on his/her Device.

Your use of third-party Apps and websites is subject to the relevant terms of use or service, privacy policies, and any other condition imposed by those third-party Apps. Sponsor is not responsible for any decisions a third-party App makes regarding your Account or your Entry. Any personal information you provide will be subject to that third party’s privacy policy. You should carefully review their privacy and security practices and policies before providing them with personal information. To visit Instagram’s Terms of Use/Service, please visit:

- Instagram Terms of Use located at <https://help.instagram.com/478745558852511>

When you enter the Sweepstakes using a mobile Device, your wireless service provider’s data rates may apply. Entrants should consult their wireless service provider’s pricing plan for details. You will be responsible for any charges demanded by your wireless carrier. Entrants should check their Device’s features for capabilities and check the Device manual for specific use instructions. By making an Entry, you agree that it conforms to the Guidelines and the Content Restrictions (as set forth herein). You agree that the Sponsor may disqualify you from the Sweepstakes, in its sole discretion, if your Entry does not comply with the Guidelines and the Content Restrictions or is otherwise not in compliance with the Official Rules.

Entries may not be sent via e-mail or in hard copy or any other physical form. The Sponsor is not responsible for:

- Entries that for any reason are lost, late, incomplete, invalid, unintelligible, or misdirected;
- malfunctions of electronic equipment, computer hardware, or software;
- unauthorized human intervention in any part of the entry process or the Sweepstakes;
- the unavailability or inaccessibility of any transmissions, telephone, or Internet service;
- downloading problems, data entry problems, outages, viruses, bugs or other technical problems or human error related to Entries or the Sweepstakes; and
- any other factors beyond Sponsor’s reasonable control.

Entries can be refused or rejected if:

- you attempt to enter the Sweepstakes in a fashion not authorized by these Official Rules;
- your Entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
- your Entry is submitted using script, macro, robotic, automated, programmed, or other illicit means; or

- your Entry is not in compliance with these Official Rules.

Entries must be received during the Sweepstakes Period in order to be eligible to win a Prize. Proof of posting or tweeting an Entry does not constitute proof of a receipt of the Entry by Sponsor.

Entries shall follow the following guidelines (the “**Guidelines**”) and content restrictions (the “**Content Restrictions**”):

Guidelines:

- The Entry format and size must comply with Instagram limitations (as applicable);
- The Entry must comply with Instagram terms and conditions (as applicable);
- The Entry must not be removed from Instagram before January 12, 2023;
- The Entry must include a mention of the hashtag #12DaysOfCCM;
- The Entry must be your own, individual work and free of any rights from any third party;
- The entrant must have all necessary rights to provide and submit the Entry to the Sponsor; and
- The Entry cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

Content Restrictions:

- The Entry must not include any private information of a third party such as name, address, phone number or email address;
- Entrants should make best efforts to be the only person who is identifiable in the Entry. If any individual, other than the entrant, appears in an Entry, such entrant must have permission to use any third party’s name and likeness and to grant such rights to the Sponsor. Entrant must be able to provide such permission to the Sponsor upon request. In the event the Sponsor determines, in its sole discretion, that an individual, other than entrant is identifiable in the Entry, such person(s) (or such person’s parent or legal guardian if they are the age of majority in their state, province or territory of residence) may be required to sign a release agreement, which will be made available if requested by Sponsor. Such release agreement executed by the relevant persons may be required in order to be deemed an official winner of a Prize. Failure to provide such a release may result in disqualification of the entry from the Sweepstakes. By participating in the Sweepstakes, entrant grants the Sponsor permission to use his/her name, likeness, and photograph, for future advertising and publicity purposes in connection with the Sweepstakes in any and all media without additional compensation, notification or permission, unless restricted by law.
- The Entry must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Entry must not disparage the Sponsor, its products or services or any other person or party affiliated with the promotion and administration of the Sweepstakes;
- The Entry must not endorse, condone, or discuss any illegal, inappropriate or risky activity, behaviour or conduct;
- The Entry must not contain commercial messages, comparisons, or solicitations for products or services other than those of Sponsor;

- The Entry must not contain any brand names, brand logos, or trademarks other than those owned by the Sponsor, which may be used for the sole purpose of creating a valid Entry in the Sweepstakes;
- The Entry must not contain text, images, or artwork, not created exclusively by the entrant or owned by the Sponsor, which may be used for the sole purpose of creating a valid Entry in the Sweepstakes;
- The Entry must not contain material that the Sponsor deems to be inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Entry must not contain material that the Sponsor deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where photo/video is created.

The Sponsor reserves the right, in its sole discretion, to edit or modify any Entry, or to request that you modify or edit an Entry, in order to ensure that the Entry complies with these Official Rules, or for any other reason.

## **2. SWEEPSTAKES PERIOD:**

The Sweepstakes begins at 10:00 a.m. Eastern Time (ET) on December 12, 2022 and ends at 11:59 p.m. Eastern Time (ET) on December 23, 2022 (the “**Sweepstakes Period**”).

## **3. LIMIT:**

There is no limit in the amount of eligible Entries that any entrant may submit. However, multiple Entries in any given day during the Sweepstakes Period do not increase your likelihood of winning under the random draw (as described in Section 6 below) for that given day. In other words, multiple Entries in a single will be considered as a single Entry for purposes of the random draw.

Multiple entrants are not permitted to share the same email address or Instagram or submit the same Entry. Any attempt by any entrant to submit more than the stated number of Entries by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void all of the entrant’s Entries and that entrant may be disqualified from the Sweepstakes and any of the Sponsor’s other sweepstakes contests and promotions.

Posting and/or publicly sharing an Entry constitutes entrant’s consent to give the Sponsor a royalty-free, irrevocable, transferable, assignable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign documentation that may be required for the Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Entry or any portion thereof.

## **4. ELIGIBILITY:**

The Sweepstakes is open only to all legal residents of Canada or the United States (including Washington, D.C. but excluding the states of Florida and New York, all U.S. territories and

possessions, and all overseas military installations), who are sixteen (16) years of age or older at the time of entry. Void where prohibited by law.

You are not eligible to enter the Sweepstakes or win a Prize if you are: (a) an employee, officer, director, agent, representative or a mandatary of the Sponsor, any of its corporate affiliates, subsidiaries, advertising or promotion agencies; (b) a member of the immediate family (defined as parents, children, siblings, spouse, and life partners, wherever they live) of an employee, officer, director, agent, representative or mandatary of the Sponsor; or (c) anyone who is domiciled in the household, whether related or not, of any employee, officer, director, agent, representative or mandatary of the Sponsor. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to the Official Rules and the Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor reserves the right to require any entrant to provide proof of identity, age and eligibility to enter the Sweepstakes, and to disqualify any entrant where such identity, age and eligibility cannot be verified.

## 5. PRIZES:

Twelve (12) winners will each win one (1) of the following prizes, based on day they submitted their Entry (each, a **"Prize"**):

1. One (1) Ribcor Trigger 7 Pro stick signed by Sidney Crosby, for entries submitted between 10:00 a.m. and 11:59 p.m. on December 12, 2022
2. One (1) Tacks AS-V Pro Protective Bundle, for entries submitted between 00:00 a.m. and 11:59 p.m. on December 13, 2022
3. One (1) pair of Skates of their choice: Tacks AS-V Pro or JetSpeed FT4 Pro, for entries submitted between 00:00 a.m. and 11:59 p.m. on December 14, 2022
4. One (1) Super Tacks X Total Custom Helmet, for entries submitted between 00:00 a.m. and 11:59 p.m. on December 15, 2022
5. One (1) Eflex 5 Pro Lite Goalie Stick signed by Thatcher Demko, for entries submitted between 00:00 a.m. and 11:59 p.m. on December 16, 2022
6. One (1) pair of JetSpeed FT4 Pro Gloves signed by Erin Ambrose, for entries submitted between 00:00 a.m. and 11:59 p.m. on December 17, 2022
7. One (1) Apparel Bundle Package – assortment of 3 clothing items, for entries submitted between 00:00 a.m. and 11:59 p.m. on December 18, 2022
8. One (1) pair of JetSpeed FT4 Pro gloves signed by John Tavares, for entries submitted between 00:00 a.m. and 11:59 p.m. on December 19, 2022
9. One (1) Tacks AS-V Pro stick, for entries submitted between 00:00 a.m. and 11:59 p.m. on December 20, 2022
10. One (1) Ribcor Trigger 7 Pro stick, for entries submitted between 00:00 a.m. and 11:59 p.m. on December 21, 2022
11. One (1) Gold Jetspeed FT5 Pro Stick signed by Sarah Nurse, for entries submitted between 00:00 a.m. and 11:59 p.m. on December 22, 2022
12. One (1) pair of Total Custom Skates of the winner's choice, for entries submitted between 00:00 a.m. and 11:59 p.m. on December 23, 2022

The winner of the 12<sup>th</sup> prize, one (1) pair of Total Custom Skates, can select from one of the following models: Ribcor 100K Pro, Super Tacks AS-V Pro or JetSpeed FT4 Pro.

Each hockey stick has an approximate retail value of CA\$400/US\$340.

Each pair of skates has an approximate retail value of CA\$1,200/US\$1,000.

Each pair of gloves has an approximate retail value of CA\$240/US\$210.

The Super Tacks X Helmet has an approximate retail value of CA\$530/US\$430.

The pair of Total Custom Skates has an approximate retail value of CA\$1400/US\$1200.  
The apparel bundle package has an approximate retail value of CA\$196/US\$175.  
The Tacks AS-V Pro Protective Bundle has an approximate retail value of CA\$1,170/US\$1010.

Total value of all Prizes: CA\$7,386/US\$6,335.

**If the potential winner is a minor in the state, province or territory of his/her residence, (a) he/she will need to provide the Sponsor with their parent/legal guardian's email address and phone number; and (b) their parent/legal guardian must claim the Prize.**

Prizes are awarded "as is" with no warranty or guarantee, either express or implied. No substitution or exchange of a Prize by any winner.

The Sponsor reserves the right to substitute a Prize or any part of it with another prize of equal or greater value, at its sole discretion. Prizes are non-transferable and cannot be redeemed for cash. In no event shall the Sponsor be obligated to award more Prizes than the number of Prizes stated in these Official Rules. Odds of winning a Prize will depend on the number of valid Entries received.

**Limit: One (1) Prize per person under this Sweepstakes.**

In the event of noncompliance with any of these Official Rules, the Prize may be forfeited and awarded to an alternate winner.

If a winner is a Canadian Resident: Before being declared the winner of any Prize, selected entrants must first correctly answer a mathematical skill-testing question, without assistance of any kind, whether mechanical or otherwise. If a selected entrant incorrectly answers the skill-testing question, such selected entrant will be disqualified and forfeits any eligibility for a Prize.

For US Residents Only: Winners shall be responsible and liable for all applicable federal, state and local taxes on the value of the entire Prize. If required by the Sponsor, the winner must complete and return to the Sponsor an IRS Form W-9 that reflects the winner's taxpayer identification number or social security number. The winner will receive from the Sponsor an IRS form 1099-MISC at the end of the calendar year, and a copy of such form will be filed with the IRS.

## **6. DRAWING FOR THE PRIZES**

Starting December 13, 2022, in the offices of Sport Maska Inc. located in Montreal, Quebec, a computer-generated random drawing for the Prizes will be conducted daily, at 10:00 a.m. Eastern Time (ET), from the total eligible Entries received for the previous day, until December 24, 2022.

The Sponsor will notify the potential Prize winner via direct message from @CCMHockey on the potential Prize winner's Instagram Account that was used to enter the Sweepstakes. The potential winner will be required to take the specified steps provided in the message with the requested contact information within 72 hours of receiving the win notification and will need to provide a written affirmation and warranty of ownership of the Entry and rights to use likenesses, and all the other documents required pursuant to the Official Rules, such as a Declaration of Compliance and Release of Liability documents in accordance with the

Content Restrictions and Section 7, within 5 days of notification. If a potential winner cannot be contacted within the required time period, fails to respond with the requested contact information and to provide the required documentation/assurances within the required time period, does not correctly answer the mathematical skill testing question (if applicable, as outlined below), or does not comply with the Official Rules, the potential winner will be disqualified and forfeits the Prize. If a Prize is forfeited or returned as undeliverable, the Sponsor may award the applicable Prize to a runner-up from the Entry Period, up to 3 alternates, after which the applicable Prize will remain un-awarded.

Prizes won by winners who are minors will be awarded to the winner's parent or legal guardian, who must sign all required affidavits and releases. Acceptance of any Prize shall constitute and signify winner's agreement and consent that the Sponsor and its designees may use the winner's name, city, state, and likeness captured in the Entry, if applicable, Entry, and/or prize information in connection with the Sweepstakes for promotional, advertising or other purposes, in any manner, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Winner accepts and acknowledges that the Sponsor shall not be obligated to use the Entry and that the Sponsor in its sole discretion shall have the right to refrain from using the Entry. The Sponsor shall not incur any liability whatsoever to the extent the Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify the Sponsor, Released Parties (as defined in Section 7 below) and any licensee of the Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of the Official Rules.

The Prize will be delivered to the winners by mail.

## **7. RELEASE AND LIMITATIONS OF LIABILITY**

Except where prohibited, by participating in the Sweepstakes, entrant agrees to release and hold harmless the Sponsor, Instagram, LLC, and their respective related companies, parents, subsidiaries, affiliates, and their respective agents and agencies, promotional partners, prize partners, and their respective officers, directors, employees and agents ("**Released Parties**") from and against any liability, illness, injury, death, loss, litigation, suit, claim, cause of action, or damage ("**Claim**") arising directly or indirectly from, or related directly or indirectly to, participation in the Sweepstakes or use of the Prizes, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest or the processing of Entries; (e) late, lost, stolen, illegible, inaccurate, delayed, misdirected or undeliverable Entries, posts, mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees, legal fees, or expenses of any kind. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

If the content of your Entry is claimed to constitute infringement of any rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the Released Party from and against any Claim, which the Released Party may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

To receive a Prize, entrant will be required to sign a Declaration of Compliance with the Official Rules and a Release of Liability to the above effect (see Appendix A hereto). If the selected entrants are under the age of majority in their province/territory/state of residence, their parent or guardian, will be required to sign a Declaration and Release of Liability form to the above effect (see Appendix B hereto). In addition, at the request of the Sponsor, entrant may be required to have all persons (or such persons' parent or legal guardian if they are not the age of majority in their state, province, or territory of residence) appearing in the Entry sign a release agreement. Failure to provide such a release may result in disqualification of the entry from the Sweepstakes. Declaration and Release documents must be returned within the time period indicated in the documents or the Prize will be forfeited. Each recipient of a hockey stick from the Prize may also be required to sign and return a Declaration and Release of Liability form. Failure to return a Declaration and Release of Liability form within the time frame communicated by Sponsor may result in forfeiting the Prize in Sponsor's sole discretion.

## **8. RIGHT TO TERMINATE, SUSPEND OR AMEND**

If for any reason this Sweepstakes or any part thereof is not capable of running or continuing to run as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause(s) whatsoever beyond the reasonable control of the Sponsor which corrupt or affect the administration, security or proper conduct of this Sweepstakes as contemplated by these Official Rules, the Sponsor reserves the right, at its sole discretion and without prior notice, to terminate this Sweepstakes or to modify same as the Sponsor deems appropriate and, at its option, to select the winner(s) from those Entries received prior to the action taken. With respect to residents of the Province of Québec, any such termination or modification will be subject to the approval of the *Régie des alcools, des courses et des jeux*.

## **9. PERSONAL INFORMATION**

Except as otherwise contemplated in the Official Rules, in the Sponsor's Privacy Policy (available at <http://ccmhockey.com/en/privacy-policy>), or as otherwise agreed to by you or your parents and legal guardian (if you are under the age of majority in the applicable state, province or territory), any personal information provided in connection with this Sweepstakes will only be collected, used and disclosed by the Sponsor for the purposes of administering and conducting this Sweepstakes, including, without limitation, verification of eligibility and identity and awarding and delivering of Prizes. Personal information provided as part of this Sweepstakes may be collected in, transferred to and processed and stored in the province of Québec. Such information will be subject to the general laws applicable within the province of Québec, including, without limitation, possible access by or through regulatory authorities. The Sponsor will not sell, share or otherwise disclose personal information provided in connection with this Sweepstakes to or with third parties or agents, other than to third parties or agents engaged by the Sponsor to fulfill the above purposes or as permitted or required by applicable law.

By accepting a Prize, each winner consents to the use of their names, addresses (city, province/state), voices, statements and photographs or other likenesses for publicity purposes in connection with the Sweepstakes in any media or formats, including but not limited to the Internet, without further notice, permission or compensation. Personal information will not otherwise be used or disclosed without consent.

By participating in the Sweepstakes, the entrant:



- represents and warrants that (i) the Entry, including any material comprising the Entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with the Entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the “**Entry Material**”) is original to the entrant, (ii) the entrant has all necessary rights in and to the Entry Material to enter the Sweepstakes, including the consent of any third parties whose personal information is included in the Entry Material, and (iii) the Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsors;
- understands and agrees that the Entry, including the Entry Material, will not be returned to the Entrant and may be moderated or edited by the Sponsor as it deems appropriate;
- grants Sponsor permission and consent to collect, distribute and use his/her personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address), his/her name, his/her username, his/her likeness, and his/her photograph captured in the Entry, if applicable, for the purposes of implementing, administering and fulfilling the Sweepstakes;
- grants Sponsor permission and consent to notify him/her through Instagram of important developments related to the Sweepstakes, including the choice of your Entry for a potential Prize;
- grants Sponsor, anyone acting on behalf of Sponsor, and Sponsor’s licensees, successors and assigns, a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide right to reproduce, communicate to the public, print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your Entry and Entry Material, name, username, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes; and
- waives any and all moral rights and personality rights the entrant may have in the Entry and the Entry Material in favour of the Sponsor, anyone acting on behalf of Sponsor, and Sponsor’s licensees, successors and assigns, including, without limitation, any person authorized by the Sponsor to publish, display, reproduce, modify, edit or otherwise use the Entry and the Entry Material.

all without any limitation of any kind, without any right of approval and without any obligation upon the Sponsor to make any payment or any other compensation or consideration of any kind to the entrant.

Any inquiry concerning the personal information held by the Sponsor should be sent in writing to Sport Maska Inc., 3400 Raymond-Lasnier Street, Montreal, Quebec H4R 3L3.

## **10. MISCELLANEOUS**

Prizes will only be released to verified winners. All decisions of the Sponsor are final and binding in all matters relating to this Sweepstakes. No correspondence will be entered into except with selected entrants. In the event of a dispute as to the owner of any Entry, the Authorized Account Holder of the email address used to register for that Account will be deemed to be the entrant and he/she must comply with the Official Rules. The “**Authorized Account Holder**” is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email

addresses for the domain associated with the submitted address used to create a social media account. Each entrant may be required to show proof of being the Authorized Account Holder.

The Sponsor may disqualify any individual who tampers with the entry process, who acts in violation of these Official Rules or who attempts to or does undermine the administration, security or proper conduct of the Sweepstakes.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

The Sponsor's failure to enforce any term of the Official Rules shall not constitute a waiver of that provision.

## **11. Governing Law**

All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the province of Québec, Canada, without giving effect to any choice of law or conflict of law rules or provisions. Except where prohibited by law, entrant and the entrant's parents or legal guardian (if the entrant is under the age of majority in the applicable state, province or territory) agrees that: (1) any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or any Prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the District of Montréal, province of Québec, Canada; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event including attorneys' fees, legal fees, disbursements or court costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant and the entrant's parents or legal guardian (if the entrant is under the age of majority in the applicable state, province or territory) hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.

## **12. WINNER'S LIST**

To find out the name of the winners, please send an email after January 30, 2023 to [marketing@ccmhockey.com](mailto:marketing@ccmhockey.com) or call (514) 461-8000 after such date. Requests must be received by April 15, 2023.

## **13. RESIDENTS OF THE PROVINCE OF QUEBEC**

For residents of the Province of Québec, any litigation respecting the conduct or organization of a publicity 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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## Appendix A

### 12 Days of CCM (the "Sweepstakes")

#### Declaration of Eligibility and Liability/Publicity Release

Capitalized terms or expressions that are not defined herein have the meaning ascribed thereto in the official rules, terms and conditions of the Sweepstakes (the "**Official Rules**").

I, \_\_\_\_\_, residing at \_\_\_\_\_ in the province/territory/state of \_\_\_\_\_ declare that am age of majority in the province, territory or state in Canada or the United States in which I reside, that my telephone number is \_\_\_\_\_ and that my email address is \_\_\_\_\_.

I am making this declaration (the "**Winner Release**") with the understanding that it will be relied upon to confirm my eligibility in this Sweepstakes.

I declare that I have read, and that I understand, all of the Official Rules, that all of the information provided by me under this Winner Release is true and that I have committed no fraud or deception in entering the Sweepstakes or claiming a Prize.

I further declare that I am not an employee of the Sponsor, its parent, related or affiliated companies, departments, subsidiaries, franchisees, suppliers, advertising and promotional agencies, contest administrators, or any other parties engaged in the development, production or distribution of Sweepstakes materials or those living in the same household as the foregoing, none of whom are eligible to enter the Sweepstakes or win a Prize.

In the event where I am selected as a winner in accordance with the Official Rules, in consideration of the Prize, which I acknowledge is good, valuable and sufficient consideration, I agree as follows:

1. To accept the Prize as awarded.
2. To release, discharge and hold harmless the Sponsor, the parent companies and affiliates of the foregoing and all of their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns and all others associated with the administration, development and execution of the Sweepstakes (collectively, the "**Released Parties**") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize, suit, debt, covenant, contract, including legal fees and expenses whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier to the Sponsor or used in connection with any aspect of the Sweepstakes to perform or deliver services, any act of God or any other event beyond the Sponsor's control, any dissatisfaction of any kind with any aspect of the Sweepstakes or any prize, liability for physical injury, death, or property damage which I, my heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of participation in the Sweepstakes and/or in connection with the acceptance and/or exercise of the Prize as awarded, including, but not limited to: (a) unauthorized human intervention in the

Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of the entries to the Sweepstakes; (e) late, lost, stolen, illegible, inaccurate, delayed, misdirected or undeliverable entries to the Sweepstakes, posts, mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from my participation in the Sweepstakes.

3. To indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by me with any of the Official Rules or participation in the Sweepstakes and/or in connection with the acceptance and/or exercise of the Prize.

4. To grant to the Sponsor, its agents, representatives, marketing partners, anyone acting on behalf of Sponsor, and Sponsor's licensees, successors and assigns, a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide right to reproduce, communicate to the public, print, publish, broadcast, distribute, and use in any media now known or hereafter developed, including, but not limited to, the World Wide Web, the Sponsor's Internet websites and social media pages, in perpetuity and throughout the world, without limitation, my Entry and Entry Material, name, city and province/territory/state of residence, username, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes;

5. To return upon demand to the Sponsor, or its agents, representatives or marketing partners, any Prize that has been or may be awarded to me, if any statement made by me in this Winner Release is false or if I have failed to comply with any of the Official Rules, all as determined in the sole discretion of the Sponsor.

*(Signature Page Follows)*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Winner Name:** \_\_\_\_\_

**Winner Signature:**  
\_\_\_\_\_

## Appendix B

### 12 Days of CCM (the "Sweepstakes")

#### Declaration of Eligibility and Liability/Publicity Release for Minor Entrants

Capitalized terms or expressions that are not defined herein have the meaning ascribed thereto in the official rules, terms and conditions of the Sweepstakes (the "**Official Rules**").

Please review the Official Rules. If you agree that the selected entrant identified below (the "**Selected Entrant**") (if under the age of majority in his/ her province, territory or state of residence) may participate in the Sweepstakes pursuant to the Official Rules and terms of this consent form, then please complete and execute this form.

I, \_\_\_\_\_, residing at \_\_\_\_\_ in the province/territory/state of \_\_\_\_\_ declare that am age of majority in the province, territory or state in Canada or the United States in which I reside, that my telephone number is \_\_\_\_\_ and that my email address is \_\_\_\_\_.

I declare that I am the  mother/ father or  legal guardian of the Selected Entrant.

I declare that I have authorized the Selected Entrant to participate in the Sweepstakes.

I am making this declaration (the "**Winner Release**") with the understanding that it will be relied upon to confirm the Selected Entrant's eligibility in this Sweepstakes.

I declare that the Selected Entrant and I have read, and that we understand, all of the Official Rules, that all of the information provided by me under this Winner Release is true and that the Selected Entrant has committed no fraud or deception in entering the Sweepstakes or claiming a Prize.

I further declare that neither the Selected Entrant nor I are an employee of the Sponsor, its parent, related or affiliated companies, departments, subsidiaries, franchisees, suppliers, advertising and promotional agencies, contest administrators, or any other parties engaged in the development, production or distribution of Sweepstakes materials or those living in the same household as the foregoing, none of whom are eligible to enter the Sweepstakes or win a Prize.

In the event where the Selected Entrant is selected as a winner in accordance with the Official Rules, in consideration of the Prize, which I acknowledge is good, valuable and sufficient consideration, I agree, on behalf of the Selected Entrant, as follows:

1. To accept, on behalf of the Selected Entrant, the Prize as awarded.
2. To release, discharge and hold harmless the Sponsor, the parent companies and affiliates of the foregoing and all of their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns and all others associated with the administration, development and execution of the Sweepstakes (collectively, the "**Released Parties**") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize, suit, debt, covenant, contract, including legal fees and

expenses whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier to the Sponsor or used in connection with any aspect of the Sweepstakes to perform or deliver services, any act of God or any other event beyond the Sponsor's control, any dissatisfaction of any kind with any aspect of the Sweepstakes or any prize, liability for physical injury, death, or property damage which the Selected Entrant, I, our respective heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of participation in the Sweepstakes and/or in connection with the acceptance and/or exercise of the Prize as awarded, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) Sweepstakes in the administration of the Sweepstakes or the processing of entries to the Sweepstakes; (e) late, lost, stolen, illegible, inaccurate, delayed, misdirected or undeliverable entries to the Sweepstakes, posts, mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Selected Entrant's participation in the Sweepstakes.

3. To indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by me or the Selected Entrant with any of the Official Rules or participation in the Sweepstakes and/or in connection with the acceptance and/or exercise of the Prize.

4. To grant to the Sponsor, its agents, representatives, marketing partners, anyone acting on behalf of Sponsor, and Sponsor's licensees, successors and assigns, a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide right to reproduce, communicate to the public, print, publish, broadcast, distribute, and use in any media now known or hereafter developed, including, but not limited to, the World Wide Web, the Sponsor's Internet websites and social media pages, in perpetuity and throughout the world, without limitation, the Entry and Entry Material, name, city and province/territory/state of residence, username, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes;

5. To return upon demand to the Sponsor, or its agents, representatives or marketing partners, any Prize that has been or may be awarded to me, on behalf of the Selected Entrant, if any statement made by me in this Winner Release is false or if the Selected Entrant or me may have failed to comply with any of the Official Rules, all as determined in the sole discretion of the Sponsor.

*(Signature Page Follows)*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Selected Entrant Name:** \_\_\_\_\_

**Selected Entrant Age:** \_\_\_\_\_ years old

**Selected Entrant Signature:**

\_\_\_\_\_

**Parent/ Legal Guardian Signature:**

\_\_\_\_\_