## 2023-2024 MONTREAL CHALLENGE MEGA FAN FORD FAN CONTEST IN ASSOCIATION WITH THE CANADIENS DE MONTREAL HOCKEY SEASON (the "Contest")

Official Contest Rules (the "Rules")

The contest abides by all federal, provincial, and municipal laws.

It is void where prohibited.

## NO PURCHASE IS REQUIRED TO PARTICIPATE.

1. **Contest Sponsor:** The Contest is brought to you by Ford Motor Company of Canada, Limited (referred to as the "Contest Sponsor") and is managed by CINCO Inc. ("CINCO") (collectively the "Contest Administrator").

This Contest will be run in accordance with these Rules, subject to amendment by the Contest Sponsor as permitted by the Quebec *Régie des alcools, des courses et des jeux*. Entrants must comply with these Rules, and, by entering the Contest, will be deemed to have received and understood the Rules.

2. Contest Period: The Contest starts at 12 p.m Eastern Time ("ET") on October 14, 2023, and ends at 1. p.m. ET on April 16, 2024 (the "Contest Period"), The Contest is comprised of forty-one (41) segments (each a "Segment"). The contest is held at various spots in Montreal and its neighboring regions, all within a 120km range from the Bell Center situated at 1909 Av. des Canadiens-de-Montréal, Montreal, QC H3B 5E8. Each Montreal Canadiens home match will correspond to a unique location, adding up to 41 different venues throughout the season from October 14, 2023, to April 16, 2024 (termed the "Contest Duration"). Every activation at these locations will range approximately 1 hour, influenced by traffic and attendee count. These activations begin approximately at 12 PM and conclude approximately at 1 PM. We categorize these as segments (each, a "Segment", collectively "Segments"), totaling 41 in number. Each segment coincides with the Canadiens de Montreal home matches. Segment details are as follows:

<u>Segment</u>	Start and end date and time
<u>s</u>	
1	October 14, 2023, 12:00 p.m. to 1:00 pm ET
2	October 17, 2023, 12:00 p.m. to 1:00 pm ET
3	October 21, 2023, 12:00 p.m. to 1:00 pm ET
4	October 24, 2023, 12:00 p.m. to 1:00 pm ET
5	October 26, 2023, 12:00 p.m. to 1:00 pm ET
6	October 28, 2023, 12:00 p.m. to 1:00 pm ET
7	November 7, 2023, 12:00 p.m. to 1:00 pm ET
8	November 11, 2023, 12:00 p.m. to 1:00 pm ET

9	November 12, 2023, 12:00 p.m. to 1:00 pm ET
10	November 14, 2023, 12:00 p.m. to 1:00 pm ET
11	November 16, 2023, 12:00 p.m. to 1:00 pm ET
12	November 30, 2023, 12:00 p.m. to 1:00 pm ET
13	December 2, 2023, 12:00 p.m. to 1:00 pm ET
14	December 4, 2023, 12:00 p.m. to 1:00 pm ET
15	December 7, 2023, 12:00 p.m. to 1:00 pm ET
16	December 10, 2023, 12:00 p.m. to 1:00 pm ET
17	December 13, 2023, 12:00 p.m. to 1:00 pm ET
18	December 16, 2023, 12:00 p.m. to 1:00 pm ET
19	January 4, 2023, 12:00 p.m. to 1:00 pm ET
20	January 6, 2023, 12:00 p.m. to 1:00 pm ET
21	January 11, 2023, 12:00 p.m. to 1:00 pm ET
22	January 13, 2023, 12:00 p.m. to 1:00 pm ET
23	January 15, 2023, 12:00 p.m. to 1:00 pm ET
24	January 23, 2023, 12:00 p.m. to 1:00 pm ET
25	January 25, 2023, 12:00 p.m. to 1:00 pm ET
26	February 10, 2023, 12:00 p.m. to 1:00 pm ET
27	February 11, 2023, 12:00 p.m. to 1:00 pm ET
28	February 13, 2023, 12:00 p.m. to 1:00 pm ET
29	February 17, 2023, 12:00 p.m. to 1:00 pm ET
30	February 21, 2023, 12:00 p.m. to 1:00 pm ET
31	February 27, 2023, 12:00 p.m. to 1:00 pm ET
32	March 9, 2023, 12:00 p.m. to 1:00 pm ET
33	March 12, 2023, 12:00 p.m. to 1:00 pm ET
34	March 14, 2023, 12:00 p.m. to 1:00 pm ET
35	March 28, 2023, 12:00 p.m. to 1:00 pm ET
36	March 30, 2023, 12:00 p.m. to 1:00 pm ET
37	April 2, 2023, 12:00 p.m. to 1:00 pm ET
38	April 4, 2023, 12:00 p.m. to 1:00 pm ET
39	April 6, 2023, 12:00 p.m. to 1:00 pm ET
40	April 9, 2023, 12:00 p.m. to 1:00 pm ET
41	April 16, 2023, 12:00 p.m. to 1:00 pm ET

3. **Eligibility:** The Contest is exclusively open to legal residents of Quebec who are at least eighteen (18) years or older and reside within a hundred and twenty (120) kilometers radius of the Bell Centre in Montreal, Quebec, at the time of entry (each a "**Entrant**", collectively "**Entrants**") Employees, representatives, dealers and agents of the Contest Sponsor, Contest Administrators, the Montreal Canadiens Hockey Club (the "**Club**"), the National Hockey League and its teams ("**NHL**"), NHL Enterprises Canada L.P., and each of respective subsidiaries, affiliates, directors, officers, governors, agents, and their advertising and promotional agencies (together, the "**Released Parties**") and immediate family members of any such person (regardless of where they live) or those with whom any such persons are

domiciled are not eligible to enter. Immediate family includes the husband, wife, son, daughter, brother, sister, mother, or father of an individual. Entries are limited to individuals only; commercial enterprises and business entities are not eligible to enter the Contest.

4. **How to Enter:** No purchase is necessary.

During each Segment of the Contest Period, each Entrant must (i) find the Ford activation and the CINCO representative at the pre-announced event locations via Montreal Canadiens' websites and the MegaFan Ford's social platforms, (ii)engage in the on-site activity, (iii) fill in the requisite details on the contest form which requires the Participant to write their names, addresses, emails and if they agree to be contacted by CINCO and Ford (opt-in), and (iv) submit paper forms. This counts as one (1) entry (each an "Entry" and collectively "Entries"). All Entries become the property of the Contest Sponsor and will not be returned. Limit of one (1) entry per Entrant per Segment.

If the identity of an Entrant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the Entrant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected Entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the Contest server machine(s). All entries become the property of the Contest Sponsor and will not be returned or acknowledged.

5. **Prizes:** There are a total of one hundred sixty-five (165) ticket pairs to be won (the "**Prize**"), each granting access to a Montreal Canadiens regular-season game at the Bell Centre. Each Prize's approximate retail value is \$130 CAD. There are ten (10) ticket pairs to be won during each October Segment, with a total of sixty (60) ticket pairs. There are three (3) ticket pairs to be won during each Segment from November 7, 2023, to April 16, 2024, with a total of one-hundred and five (105) ticket pairs.

Each winner (and their guest) will be solely responsible for all other incidental costs and expenses related to their prize not mentioned above, including, but without limitation, transportation to and from the event, gratuities, personal expenses, meals, entertainment, etc. The Contest Sponsor will not be held to award more prizes than as set out in these Rules. The actual number of prizes awarded will be based on the number of eligible entries received.

No responsibility is assumed by the Contest Sponsor for cancelled, delayed, suspended or re-scheduled events for any reason whatsoever beyond its control and

the Prize winner will not be reimbursed for any portion of the Prize that may become unavailable. The Contest Sponsor reserves the right to cancel or terminate the awarding of the Prize or any component of a Prize in the event that the Prize winner and/or their guest engages in inappropriate or disruptive behaviour, or behaviour with intent to annoy, abuse, threaten or harass any other person.

Use of each Prize is dependent on each winner (and their guest) complying with any and all applicable rules set by the Bell Centre, the NHL and/or local health guidelines and requirements, as set out by the federal, provincial and/or municipal government(s).

- 6. **Prize Substitution:** Any Prize is non-exchangeable, non-transferable, non-refundable, has no cash-surrender value, and must be accepted as awarded with no substitutions. The Contest Sponsor reserves the right, in its sole discretion, to substitute and/or modify any Prize with (a) prize(s) of equal or greater value for any reason.
- 7. **Determination of the Winners:** After each Segment in October between 2:00 pm and 3:00 pm, ten, (10) Entrants will be selected (a "Selected Entrant") via random draw (the "Draw") by a CINCO representative from all eligible entries received during each respective Segment during the Contest Period as the potential winners of a Prize for that specific home game. The draws, alongside ticket dispatch, will occur on activation days at CINCO's Montreal office.

After each Segment from November 7, 2023, to April 16, 2024, between 2:00 pm and 3:00 pm, three, (3) Entrants will be selected (a "Selected Entrant") via random draw (the "Draw") by a CINCO representative from all eligible entries received during each respective Segment during the Contest Period as the potential winners of a Prize for that specific home game. The draws, alongside ticket dispatch, will occur on activation days at CINCO's Montreal office.

CINCO will contact the potential winners via email within one (1) hour of the random drawing ("Winner Notification"). If a potential winner cannot be contacted within one (1) hour of the first attempt to contact (including failing to reply to the Winner Notification) or, if contacted, does not claim their Prize, or does not meet all of the Contest conditions outlined in these Rules, the potential winner will be disqualified and forfeits their Prize, and another Entrant may be randomly drawn from among all remaining eligible entries whom a representative of the CINCO will attempt to contact, and who will be subject to disqualification in the same manner. This process will continue until contact is made with a selected potential winner who meets the Contest requirements or until there are no more eligible entries, whichever comes first. The Contest Sponsor is not responsible for failed attempts to notify any selected Entrant. Upon Prize forfeiture, no compensation will be given. Limit 1 Prize per Entrant during the Contest Period. The chances of winning are solely dependent on the total number of eligible entries received in each Segment.

- 8. **Prize Distribution:** Once confirmed as a winner (the "**Winner**"), a CINCO representative will reach out to shortlisted Entrants within an hour post-draw via email. The Prize will be sent to the Winners through the Canadiens App (the "**Application**"). The Contest Sponsor isn't liable for App performance. Any bounced or undelivered emails aren't the Released Parties' responsibility. Unclaimed Prizes will be forfeited, and any non-used Prize segments hold no monetary value. Prizerelated taxes are winners' responsibility.
- 9. **Winner Conditions:** To be declared a winner, the selected entrant must: first: (i) have complied with, be in compliance with, and continue to comply with the Rules; (ii) correctly answer, unaided, a time-limited, mathematical skill-testing question to be administered via the Declaration of Eligibility and Release form; and (iii) sign and return a Declaration of Eligibility and Release form within a specified period of time.

If a Selected Entrant does not meet all of the Contest requirements, fails to correctly answer the mathematical skill-testing question or does not sign and return the Release Form to the Contest Sponsors within the time-frame specified, that Selected Entrant will forfeit their Prize and the Contest Sponsors shall be entitled (but not obligated) to select another Entrant from the remaining eligible Entries until such time as contact is made with a Entrant or there are no more eligible Entries, whichever comes first. This process may continue until each Prize has been awarded or there is insufficient time to permit the awarding of any Prize (in which case the above-noted process will apply to such alternate Entrant). The Contest Sponsors are not responsible, whether as a result of human error or otherwise, for any failure to contact any Selected Entrant. The Contest Sponsors will contact each Winner following receipt of their signed Release Form to arrange for delivery of the respective Prize.

10. **Tampering:** All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Rules may be disqualified by the Contest Sponsor. Contest Sponsor takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, typographical or other production errors, or any errors or omissions in printing or advertising related to this Contest. Any attempt by any Entrant to obtain more than the stated maximum number of entries by using multiple/different names, e-mail addresses, identities, registrations and logins, or any other methods will void that person's entries and eligibility to win the Prize and that entrant will be disqualified from the Contest and, at the sole discretion of the Contest Sponsor, any of the Contest Sponsor's other promotions. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, contest entry services) will void all entries by that Entrant.

Contest Sponsor assumes no responsibility for failure of the Internet or the website during the Contest, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or traffic congestion on the Internet or at

any website, or any combination thereof including any injury or damage to an Entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

- 11. **Modification/Termination:** Subject to applicable law and the approval of the Regie in Quebec, the Contest Sponsor reserves the right, in their sole discretion and without liability, to terminate or suspend the Contest in whole or in part, or modify the Rules of the Contest at any time without notice, if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of the Contest Sponsor that corrupts the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Rules, or for any other reason at the sole discretion of the Contest Sponsor. In such event, the Contest Sponsor may, in its sole discretion, choose to select (a) winner(s) via random drawing from among all eligible entries received up until the time of cancellation, termination, modification, or suspension.
- 12. **Privacy:** The Contest Sponsor collects entrants' personal data to administer the Contest. Consent to receive commercial communications is optional. To opt-out of communications, entrants must specify this during registration. For more information on data protection, consult the Contest Sponsor's privacy policy at the provided address.
- 13. **Publicity:** By accepting a Prize, the winner agrees that the Contest Sponsor and its respective designees may use their name, photographs, videos, likeness, city of residence, biographical information, Prize information and/or statements about this Contest for advertising and/or publicity purposes in any and all media (now or hereafter known) throughout the world, in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law.
- 14. **Release and Liability:** By entering this Contest, Entrants forever release and hold harmless Ford of Canada, CINCO, the Released Parties, the Contest Sponsor and its advertising and promotional agencies, their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns from any and all damages, injuries, death, loss, or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use or misuse of any Prize, or while preparing for and/or participating in any Contest and/or Prize-related activity.
- 15. **Construction:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Entrants and the Contest Sponsor in connection with the Contest, shall be governed

by, and construed in accordance with, the laws of the Province of Ontario without giving effect to its conflict of law rules and provisions. All Entrants consent to the jurisdiction and venue of the Province of Ontario. All Entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts of Canada and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable, these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

- 16. **Quebec:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Regie only for the purpose of helping the parties reach a settlement.
- 17. **Language:** In the event of any discrepancy or inconsistency between the English language version and the French language version of these Rules, the English version shall prevail, govern and control.

## **Short Form Rules**

No purchase necessary. Full contest rules available at the activation site, announced on the Montreal Canadiens' social networks, their website

(https://www.nhl.com/canadiens/fans/montreal-challenge), and the MegaFan Ford (@megafanford) social networks (X, Instagram, and Facebook). The Contest, comprised of forty-one (41) Segments, starts at 12 p.m Eastern Time ("ET") on October 14, 2023, and ends at 1. p.m. ET on April 16, 2024. Must be legal residents of Quebec who are at least eighteen (18) years or older and reside within a hundred and twenty (120) kilometers radius of the Bell Centre in Montreal, Quebec to enter. Entrants must find Ford Activations that occur on the same day as Montreal Canadiens home games, between 12 p.m. and 1 p.m. To enter, (i) find the CINCO brand ambassador with the Habsmobile during activation hours, (ii) join our activation, (iii) complete all required fields on the contest entry form, and (iv) submit for one (1) entry. Limit one (1) entry per Entrant per Segment. Ten (10) prizes available in each October Segment and three (3) prizes each for the remainder of the Segments during the Contest Period in Quebec. The Prize is one (1) pair of tickets to a 2023/2024 Canadiens home game at Centre Bell (approx. value \$130 CAD each). The odds of winning depend on the number of eligible entries per segment. Skill-testing question required.