

Ford Tailgates Ticket Contest (the "Contest") under the 2023-2024 Ford sponsorship program with the Montreal Canadiens

Official contest rules (the "Rules")

The contest is subject to all federal, provincial, and municipal laws.

Void where prohibited.

NO PURCHASE REQUIRED.

1. **Contest Sponsor:** The Contest is sponsored by Ford Motor Company of Canada, Limited (the "**Contest Sponsor**") and administered by CINCO Inc. ("**CINCO**").

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* ("**Régie**"). 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 5:00 p.m. Eastern Time ("**ET**") on October 24, 2023, and ends at 10:00 p.m. ET on March 14, 2024 (the "**Contest Period**"). The Contest Period is comprised of five (5) segments:

<u>Segments</u> <u>(each, a</u> <u>"Segment")</u>	<u>Start and end date and time</u>
1	October 24, 2023, 5:00 p.m. ET to October 24, 2023, 10:00 p.m. ET
2	November 11, 2023, 5:00 p.m. ET to November 11, 2023, 10:00 p.m. ET
3	December 13, 2023, 5:00 p.m. ET to December 13, 2023 10:00 p.m. ET
4	March 9, 2024, 5:00 p.m. ET to March 9, 2024, 10:00 p.m. ET
5	March 14, 2024, 5:00 p.m. ET to March 14, 2024, 10:00 p.m. ET

3. **Eligibility:** The contest is exclusively open to legal residents of Quebec who are at least eighteen (18) years of age or older, and reside within one-hundred-and-twenty-kilometres (120 km) radius of the Bell Centre in Montreal, Quebec at the time of Contest entry (each an "**Entrant**"). Employees, representatives, dealers, and agents of the Contest Sponsor, CINCO, Club de Hockey Canadiens de Montréal ("**Habs**"), the National Hockey League and its Member Teams ("**NHL**"), NHL Enterprises Canada L.P., and each

of their 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 necessary. To enter, during the Contest Period go to the tailgate section outside the Bell Centre in Montreal, Quebec, locate the CINCO-FORD ambassador complete the participation form with all the required information, and click “submit” for one (1) entry into the Contest. 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).

The Contest Sponsor reserves the right, in its sole discretion, to disqualify any individual found: (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Rules; (iii) to be acting in an un-sportsmanlike or disruptive manner; or (iv) to be engaging in any other offensive conduct that jeopardizes the integrity and/or administration of the Contest, which shall be determined at the Contest Sponsor’s sole discretion.

5. **Prize:** There are a total of one hundred and fifty (150) prizes to be won in Quebec, with thirty (30) prizes per Segment. Each prize consists of one (1) pair of tickets to a 2023/2024 Habs home game at the Bell Centre in Montreal, Quebec (each a “**Prize**”). The approximate retail value of each Prize is \$130 CAD. If, at the time a Prize is claimed or awarded, the actual retail purchase price for the Prize is lower than the approximate retail value indicated in promotional materials and/or these Rules, the Prize winner will not be entitled to any difference.

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, personal expenses, entertainment, message and data usage to download the App 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. **Winner Determination:** Potential winners will be drawn in Montreal, Quebec, from all eligible entries received during a given Segment. The draw will be conducted by a representative from CINCO according to the following schedule (each draw being defined as a "**Drawing Period**"):

<u>Drawing Period</u>	<u>Start and end date and time</u>	<u>Approx. number of winners</u>
1	November 14, 2023 at 10:00 am ET	30
2	November 14, 2023 at 10:00 am ET	30
3	December 15, 2023 at 10:00 am ET	30
4	March 19, 2024 at 10:00 am ET	30
5	March 19, 2024 at 10:00 am ET	30

CINCO will contact the potential winners via email within 3 business days of the random drawing ("**Winner Notification**"). If a potential winner cannot be contacted within 2 business days 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 Prize winner, the Prize will be sent to the winners via the Canadiens de Montréal application ("**Application**"), available on certain smartphones (messaging and data charges may apply). No responsibility is assumed by the Contest Sponsor, CINCO, or any affiliated companies for the Prize after it has been sent via the Application. Neither the exempted parties nor the affiliated companies will be held responsible for any undelivered emails or errors. The Contest Sponsor, CINCO, and all affiliated companies make no representations or warranties of any kind concerning the Prizes. Unclaimed Prizes will not be awarded. Failure to redeem a Prize (or Prize portion) will result in forfeiture of the Prize and unused portions of the Prize have no cash value. Prize winners are responsible for any applicable taxes related to any Prize received. Winner bears all risk of loss or damages to Prizes after delivery.
9. **Winner Conditions:** To be declared the winner, a 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.
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 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 Régie 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 is collecting personal data about Entrants for the purpose of administering this Contest and, if an Entrant should so elect, to communicate with Entrants about the Contest Sponsor's products/services/offers. Consenting to receive such communications is optional and does not have to be agreed to in order to be eligible to enter this Contest and does not improve your chances of winning any Prize. Entrants not wishing to receive any other informational or marketing communications from the Contest Sponsor should so indicate when they enter the Contest. Please see the Privacy Policies for Contest Sponsor at <https://www.ford.ca/help/privacy/> for information on the policy towards maintaining the privacy and security of user information.
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 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 Régie 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 in the Tailgate Zone, locate the CINCO-FORD ambassador and ask them for a copy of the contest rules and regulations. Must be at least 18 years of age and a resident of Quebec residing within a 120 km radius of the Bell Centre. There are 5 Contest segments all starting 5:00pm and ending 10:00pm ET on the following segment days: (1) Oct 24, 2023; (2) Nov 11, 2023; (3) Dec 13, 2023; (4) March 9, 2024; and (5) March 14, 2024. To participate, locate the CINCO-FORD ambassador at the Bell Centre, fill out the participation form, and submit for 1 entry. Limit of 1 entry per person per segment. One hundred and fifty (150) prizes to be won in Quebec, each consisting of 1 pair of tickets to a 2022/2023 Montreal Canadiens home game (approx. value of CAD\$130 each). Odds of winning a prize depend on the total number of valid entries received for each segment. Skill testing question required.