

GTHL SUMMER SMASH CONTEST

OFFICIAL RULES AND REGULATIONS (THE “RULES”)

This contest (the “**Contest**”) is presented by the Greater Toronto Hockey League (the “**Sponsor**”).

1. NO PURCHASE NECESSARY TO ENTER THE CONTEST OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE CHANCES OF WINNING. VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW.
2. **Eligibility.** The Contest is open to legal residents of Ontario, Canada who are at least 19 years of age and who are a player registered in the GTHL for the 2019/2020 season or who are a GTHL team, club or league official during the Contest Period. Employees (and their immediate family) of the Sponsor or of the Sponsor’s agents, advertising agencies and those service providers involved in the administration of the Contest or the supply of any prize for the contest, and anyone who resides with any of the foregoing persons, are not eligible to participate in the Contest (collectively, the “**Contest Entities**”). Each participant younger than 18 years of age must obtain permission and consent from his or her parent or legal guardian prior to entering and providing his or her name, personal email address, telephone number, age, Video Submission(s) (as such capitalized term is defined below) described below, as well as other information provided in conjunction with his or her participation in the Contest.
3. **Confirmation.** By participating in this Contest, participants: (a) agree to be bound by these rules and regulations and by the decisions of the Sponsor, which are final in all matters relating to the Contest; (b) agree to provide, upon Sponsor’s request, proof of identification, proof of age and, for individuals who are younger than the age of majority in their province or territory, written proof of parental consent; and (c) acknowledgment and confirmation of their eligibility to participate in the Contest and their compliance with these rules and regulations.
4. **Contest Period.** The Contest begins on July 1, 2019 at midnight (Eastern Time - ET) (the “**Contest Start Date**”) and concludes on July 19, 2019 at 11:59 p.m. (ET) (the “**Contest End Date**”) (the period of time between the Contest Start Date and the Contest End Date is referred to as the “**Contest Period**”).
5. **Prizes.** The eligible entrant who wins the Contest and satisfies the other requirements of these Rules (the “**Winner**”) will receive the following prize (the “**Prize**”): two (2) passes to Smashfest VIII which will be held at 7 pm on July 25, 2019 at Steam Whistle Brewing (The Roundhouse, 255 Bremner Blvd., Toronto, Ontario) (the “**Event**”). Each pass provides access to the Event together with access to an open bar and catered buffet. The Prize does not include any transportation or any other expenses or incidentals. The approximate retail value of the Prize is \$500.

No substitution or transfer of the Prize or any portion of the Prize is permitted and the Prize cannot be exchanged or redeemed for cash. Upon receipt of the Prize, the Winner is required to comply with any and all applicable federal, provincial and local laws, rules and regulations. Lost, stolen, damaged or destroyed Prizes will not be replaced.

6. **Entry.** To enter the Contest, an eligible individual must complete and submit an online entry form through the contest portal located at [\[URL\]](#). An entrant may not submit more than one entry per day.

An eligible individual may also enter by mailing an entry to the Sponsor at the Sponsor’s offices located at 57 Carl Hall Road, Toronto, Ontario M3K 2B6 Attention: Summer Smash Contest (each, a “**Mail-In Entry**”), which Mail-In Entry must be printed on a 10.16 cm by 15.24 cm index card, must include the entrant’s full name, e-mail address, phone number, residential address, a statement as to which is such entrant’s favourite OHL hockey player during the 2018 OHL season and the three reasons why.

Mail-In Entries must be mailed in a standard envelope with sufficient postage, must be postmarked within the Contest Period and must be received at least one (1) day before the Draw Date. Each Mail-In Entry must be mailed in a separate postmarked envelope and no more than one Mail-In Entry may be mailed per day. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due and multiple Mail-In Entries in the postmarked envelope will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and disqualified.

All entries become the exclusive property of the Sponsor and will not be returned and may, at Sponsor's sole discretion, be used in regard to the administration of the Contest and other promotional purposes specifically described in these Rules.

All entries submitted in accordance with these rules and regulations shall be collectively referred to as the "**Eligible Entries.**"

7. **Winner Selection.** The Winner will be determined by way of a random draw from all Eligible Entries which will be held on July 22, 2019 (the "**Draw Date**") at approximately noon at the Sponsor's offices located at 57 Carl Hall Road, Toronto, Ontario M3K 2B6. The odds of winning the Prize will depend on the number of Eligible Entries received during the Contest Period.
8. **Winner Notification/Verification.** Following selection of a potential winner, the Sponsor will notify him or her using the email address provided with his or her entry. The potential winner must then respond to the Sponsor for verification and validation purposes within 48 hours of receipt of the aforesaid notice from Sponsor. A potential winner will be required to correctly answer a mathematical skill-testing question without any assistance (mechanical or otherwise) within a limited period of time. A potential winner will also be required to execute and deliver to the Sponsor a signed affidavit of eligibility and acceptance of these rules and regulations and release of liability in favour of the Contest Entities in the form provided by the Sponsor, within 2 days from the date on which the form is sent by the Sponsor to the potential winner. Entry into the Contest constitutes permission to use the Winner's name, likeness and/or Prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded the Prize, the Winner may be required to execute a consent to the use of his or her name, address, likeness and/or Prize information, without limitation, for promotional purposes without further permission or compensation. The Winner's guest to the Event must be at least 19 years of age on the day the Event takes place and he or she must also provide Sponsor with a waiver and release with respect to his or her attendance at the Event and enjoyment of the Prize. If a potential winner cannot be reached as provided for in these Rules, does not respond within the timeframe provided, violates these Rules in a non-trivial manner or is otherwise not eligible to participate in the Contest, an alternate potential winner may be selected through another random draw from among all remaining Eligible Entries. A potential winner who has successfully been contacted by Sponsor, has responded to Sponsor, who is eligible to participate in the Contest and who complies with the other conditions of these Rules will be confirmed as the Winner.
9. **Announcement.** The Winner of the Prize may be announced on Sponsor's website and social media pages or accounts following the Contest Period. The Sponsor expressly reserves the right to delay the announcement of the Winner for creative or technical reasons, or for any other reason that the Sponsor deems necessary or prudent.
10. **Fulfillment of Prizes.** The Prize will be mailed to the Winner following satisfaction of the criteria and requirements set forth in paragraph 9 of these Rules. The Prize may also be delivered through such alternative means as Sponsor may reasonably determine. The Sponsor is not required name a replacement Winner in the event that Sponsor is not able to deliver the Prize to the Winner. Likewise, Sponsor may elect not to award a forfeited Prize to other Eligible Entrants.

11. **Prize Related Restrictions.** The Winner acknowledges and confirms that he or she and his or her guest are solely responsible for their transportation to and from the Event. The Winner agrees that he or she will not operate a motor vehicle following his or her attendance at the Event if he or she consumes any alcoholic beverage or other controlled substance at or prior to the Event. Likewise, the Winner agrees that he or she shall cause his or her guest at the Event not to operate a motor vehicle following the guest's attendance at the Event if the guest consumes any alcoholic beverage or controlled substance at or prior to the Event. The Winner shall also ensure that neither he or she nor his or her guest accept transportation on a motor vehicle from anyone who has consumed any alcohol or any other controlled substance at or prior to the Event. The Winner further confirms and agrees that he or she is solely responsible for his or her choice of a guest to bring to the Event and for any negligence, wilful misconduct or other improper conduct on the part of such guest.
12. **Indemnification.** Participants indemnify and hold harmless the Contest Entities and their respective parent companies, officers, directors, employees, agents, members, affiliated companies and subsidiaries from any claims, suits, legal proceedings, losses, damages and expenses (including reasonable legal fees and disbursements) that arise from any breach by them of these Rules. The Winner shall indemnify and hold harmless the Contest Entities and their respective parent companies, officers, directors, employees, agents, members, affiliated companies and subsidiaries from any claims, suits, legal proceedings, losses, damages and expenses (including reasonable legal fees and disbursements) that arise from any personal injury, property damage or death suffered by the Winner, his or her guest or any third party in conjunction with their attendance at the Event including, without limitation, their travel to and from the Event. The foregoing indemnification may be reproduced or supplemented in the release and waiver that the Winner and his or her guest are required to provide to the Sponsor.
13. **General Terms.** The Contest Entities assume no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or software associated with or utilized in this Contest or by any human error, which may occur in the processing of the entries in this Contest. The Contest Entities are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, public or private network, servers or providers, computer equipment, software, failure of any email or players on account of technical problems, misdirected, altered, distorted or deleted entries or traffic congestion on the Internet or on any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the reasonable control of the Contest Entities, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Entities reserve the right in their sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date, notice will be posted on the Sponsor's website and social media pages or accounts and the Prize may be awarded to a Winner to be selected from among all Eligible Entries received up until the time of termination.

All interpretations of these rules and regulations and decisions by the Sponsor are final. The Sponsor reserve the right in their sole discretion to disqualify any individual it finds to be tampering or has tampered with the entry process or the operation of this Contest; to be acting in violation of these rules and regulations; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, intimidate or harass any other person; or to have provided inaccurate information on any legal documents submitted in connection with this Contest.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY THE LAW. THE COURTS

(PROVINCIAL AND/OR FEDERAL, AS THE CASE MAY BE) IN THE CITY OF TORONTO, ONTARIO, SHALL HAVE EXCLUSIVE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. PARTICIPANTS ACKNOWLEDGE AND UNDERSTAND OF THE INSECURE NATURE OF THE INTERNET AND OF INTERNET COMMUNICATIONS AND AGREE THAT THEY ASSUME ALL RISKS WITH RESPECT TO PARTICIPATION IN THE CONTEST THROUGH USE OF THE INTERNET AND WITH RESPECT TO ANY EMAIL COMMUNICATION SENT BY THEM OR ADDRESSED TO THEM. CONTEST ENTITIES WILL NOT BE LIABLE WITH RESPECT TO ANY COSTS, EXPENSES, DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, GENERAL, SPECIAL OR AGGRAVATED DAMAGES) OR OTHER LOSSES RELATING TO THE CONTEST, THE PRIZE OR ANY MATTER ANCILLARY THERETO.