

## OFFICIAL RULES

### **Contest: WIN YOUR WAY IN: GAME UNCENSORED**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, PROVINCIAL AND LOCAL LAWS AND REGULATIONS, AND IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Contest is administered by FanCompass, Inc. (“**FanCompass**”) on behalf of the Ottawa Black Bears (the “**Team**” or “**Promoter**”) and is accessible via fancompass.com (the “**Platform**”), through a mobile device or computer. For the avoidance of doubt, FanCompass provides the Platform for the Contest, but is not the promoter for the Contest. Likewise, the Team is not a promoter of, or otherwise affiliated with, any other contests available on the Platform unless otherwise specified therein.

STANDARD DATA RATES APPLY TO ENTRANTS WHO CHOOSE TO PARTICIPATE IN THE CONTEST VIA A MOBILE DEVICE. PLEASE CONTACT YOUR SERVICE PROVIDER FOR PRICING AND SERVICE PLAN INFORMATION AND RATES BEFORE MOBILE DEVICE PARTICIPATION.

**The Contest start date is 03/15/24. This date is subject to change at the discretion of the Promoter.**

#### **CONTEST PERIOD:**

1. By participating in this Contest between 9:00:00 AM ET on 03/07/25 to 12:00:00 PM ET on 04/04/25 (inclusive) (the “**Contest Period**”), you agree to be bound by these Official Rules terms and conditions.
2. A copy of these Official Rules will be available at <https://fancompass.ottawablackbears.com/> throughout the Contest Period (as defined below).

#### **ELIGIBILITY:**

3. The Contest is open to legal residents of Canada who: (a) reside within the Province of Ontario or the Province of Quebec; and (b) have reached 18 years of age at the time of entry.
4. Individuals are not eligible to participate in the Contest if they are: (i) employees, agents or representatives of FanCompass, GF Sports & Entertainment (owner of the Team), Capital Sports Properties Inc. (owner of the Canadian Tire Centre, the Team’s home arena), any business operating within the Canadian Tire Centre, or their respective agents, affiliates, subsidiaries, related companies, sponsors, advertising or promotional agencies, or assignees; or (ii) a member of the household and/or immediate family of any of the above parties. For the purposes of these Official Rules, “immediate family” means husband, wife, spouse, mother, father, brother, sister, son and/or daughter, whether or not they reside in the same household.
5. The Promoter shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof within a reasonable period of time may result in disqualification. All personal and other information, including without limitation the Personal Data (as defined below), requested by and supplied to the Promoter and/or FanCompass for the purposes of this Contest must be truthful, complete, accurate and in no way misleading. The Promoter reserves the right to disqualify any entrant in its sole discretion, should any entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

#### **CONTEST ENTRY:**

6. To enter the Contest, you will need access to the internet. You can enter by visiting <https://fancompass.ottawablackbears.com/> where there will be a link that will direct you to the Contest entry form.
7. Contest entry will entail the entrant fully completing and submitting the online Contest entry form during the Contest Period.
8. One entry per person. Any attempt by an entrant to submit multiple entries by using multiple/different email addresses, phone numbers, identities, registrations, logins or any other methods will void such entrant’s entries and that entrant may be disqualified. Use of any automated, script, macro, robotic, or other program(s) to enter or otherwise participate in the Contest is prohibited and will result in

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disqualification. All entries must be submitted by the end of the Contest Period in order to participate. The sole determinant of time for the purposes of receipt of a valid entry shall be FanCompass's server machines.

### PRIZE DETAILS:

9. There are four (four) prizes (each a **"Prize"**, collectively the **"Prizes"**) available to be awarded to Contest winners (each a **"Winner"**, collectively the **"Winners"**). Each Prize consists of: (a) two (2) x tickets in the 'Press Box' (400 Level suite) at the Canadian Tire Centre in Ottawa, Ontario for the Team's home game against the Las Vegas Desert Dogs on April 12, 2025 (the **"Event"**); and (b) the opportunity to for the Winner and guest to listen to a live feed, from the Press Box, of one of the Team's 'mic'd' up players during game play\* at the Event (player selection to be determined by the Promoter).

\*Mic feed will only be turned on during game play – i.e. not during intermissions or before/after the game.

Winners' guests must be eighteen (18) years of age or older in order to participate in the respective Prizes; the Promoter and FanCompass cannot guarantee that the player's mic feed will not contain moments of spontaneous foul or crude language which some individuals/minors might find offensive.

Broadcast and/or recording of the mic feed by Winners and/or guests is prohibited; Winners and their guests will not be permitted to use cellphones or mobile devices during times when the mic feed is 'live' (i.e. during game play). Use of cellphones or mobile devices prior to and after the game as well as during intermissions will be permitted. Violation of the prohibition on broadcast/recording and/or the rules around use of cellphones or mobile devices may result in expulsion from the Event and/or any other aspect of the Prize.

The approximate retail value of each Prize is \$1,100.00 (CAD).

10. As the Prizes include attendance at an event to be held at the Canadian Tire Centre, in Ottawa, Ontario, I hereby acknowledge and accept all risk of damages, injury, illness or other loss incidental to any event for which tickets are issued, whether occurring before, during or after the event, and hereby voluntarily agree to assume the same. The Team and the Canadian Tire Centre reserve the right to refuse admission and/or to expel from the event and/or any other aspect of the Prize, any person whose conduct is deemed by such parties to be objectionable. Expulsion from the event cancels the tickets for the offending individual(s) and the individual(s) thereupon forfeit(s) all claims with respect to the tickets. Participation in the Prize is subject to compliance with all applicable laws, by-laws, regulations and any applicable facility rules (including without limitation health and safety protocols); failure to comply may result in non-admission or expulsion from further participation in the Prize.
11. The prize is non-transferable and must be accepted as awarded (including compliance with any scheduling requirements). There will be no cash alternative or alternative prizes for any reason. The Promoter, in its sole discretion, reserves the right to substitute a Prize, in whole or in part, in the event that all or any of the components of a Prize, is unavailable. In the event that the Prize consists of or includes attendance at an event that is cancelled, delayed or rescheduled for any reason whatsoever, a substitute prize or cash equivalent will not be provided. The winners and their respective guests are responsible for transportation, parking, accommodation, food and beverage and all taxes, gratuities and all other incidental costs pertaining to their Prizes.

### ODDS OF WINNING:

12. The odds of winning depend upon the number of eligible entries received.

### WINNER SELECTION:

13. The Winners will be selected by random draw after 12:00:01 PM ET on 04/04/25 from those who have entered the Contest in accordance with these Official Rules.
14. The Promoter will make two (2) attempts to contact the entrants selected by random draw by telephone or email on or after 12:00:01 PM ET on 04/04/25. The selected entrants will have twenty-four (24) hours from the final attempted contact to respond and claim their respective Prizes. If a selected entrant fails to respond within such twenty-four (24) hour period, or if a Prize notification is returned as undeliverable, such selected entrant will be disqualified and another entrant will be selected and

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contacted. The Promoter is not responsible for a selected entrant's failure to receive notification for any reason whatsoever or such entrant's failure to respond to an attempted contact. If a selected entrant does not meet all of the Contest entry requirements, fails to correctly answer the skill testing question (described below), or does not sign and return the Contest Release (described below) or other requested documentation within the time frame specified by the Promoter, such selected entrant will forfeit the Prize, and the Promoter shall be entitled to select another entrant to be the Winner of the respective Prize.

### SKILL TESTING QUESTION:

15. In order to be eligible to win a Prize, selected entrants shall be required to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind whether mechanical, electronic or otherwise. Selected entrants may be required to swear an affidavit indicating compliance with this section.

### USE OF PERSONAL INFORMATION:

16. FanCompass, on behalf of the Promoter, performs the collection and submission of entrant entry forms. When entering the Contest, you acknowledge that your name, address, telephone number, and e-mail address (the "**Personal Data**") will be made available to the Promoter for purposes of administering the Contest including, processing entry forms, awarding the Prizes to the Winners by random draw, notifying and announcing the Winners, and any subsequent advertising or promotion related thereto. All Personal Data will be held and used by the Promoter in accordance with its Privacy Policy available at <https://ottawablackbears.com/privacy-policy/> and by FanCompass in accordance with its Privacy Policy available at <https://www.fancompass.com/privacy-policy>.
17. Entrants may be given the option to receive commercial emails and/or other marketing communications from the Promoter and/or FanCompass; however, eligibility to participate in the Contest is not dependent upon an entrant's consent to receive any such emails or communications, and consenting to receiving such emails or communications will not impact an entrant's chances of winning. The Promoter and FanCompass will not send informational or marketing communications to entrants, unless entrants consent to receive such communications in accordance with applicable laws. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided in any of these communications. Please consult the Promoter's Privacy Policy, referenced above for further information on how the Promoter, collects, uses and discloses personal information. Any questions or concerns with respect to communications from the Promoter may be addressed to the Promoter's Privacy Officer as outlined in the Privacy Policy. Where an entrant elects to receive informational or marketing communications from FanCompass, entrant understands and agrees that entrant's personal information will be subject to FanCompass's Privacy Policy and information handling standards and practices.

### CONDITIONS OF PARTICIPATION:

18. By participating in the Contest, each entrant agrees:
  - (a) to be bound by these Official Rules;
  - (b) to be bound by the decisions of the Promoter which shall be final and binding in all respects;
  - (c) to sign and return a publicity release and release of liability form (the "**Contest Release**") which confirms, among other things, that the entrant: (i) releases the Promoter, FanCompass, GF Sports & Entertainment (owner of the Team), Capital Sports Properties Inc. (owner of the Canadian Tire Centre), Aramark Entertainment Services (Canada), Inc., the National Lacrosse League ("**NLL**"), the NLL member teams, the NLL current and former players, and each of their respective affiliates, parents, and related entities, as well as the owners, governors, officers, directors, partners, partnerships, principals, employees, agents, representatives, volunteers, sponsors, promoters, and advertisers of all the foregoing (collectively, the "**Released Parties**") from any and all liability arising out of or in any way connected to entrant's participation in the Contest, participation in any Contest-related activity, the acceptance, use or misuse of the Prize, the use of personal information described herein, including without limitation the Personal Data, and the use of merchandise purchased as a result of winning the Prize, including but not limited to costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (ii) grants to the Promoter the unrestricted right to produce, reproduce, publish, broadcast, communicate, exhibit, distribute, adapt and otherwise use or

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- re-use the entrant's city/province of residence, statements, endorsements, biography, name, voice, photograph and likeness for advertising and/or publicity purposes without compensation, other than the value of the Prize offered, in any and all media, now known or hereafter devised; and
- (d) to return an executed copy of the Contest Release to the Promoter within two (2) business days of its receipt.

### LIMITATION OF LIABILITY:

19. The Released Parties are not responsible or liable for late, lost incomplete, illegible, misdirected, stolen, delayed, damaged or destroyed entries, notifications, replies or any Contest Releases; for lost, interrupted, inaccessible or unavailable networks, servers, Internet Service Providers, websites (including the Platform) or other connection, related to the Contest; for errors of any kind, including but not limited to human, electronic, mechanical and/or technical in nature; for failure or technical malfunction of any telephone network or lines, computer and online systems, servers, computer equipment, software, email, players, or browsers on account of technical problems or traffic congestion on the Internet, any websites related to the Contest (including the Platform), or any combination thereof or otherwise; for any injury or damage to entrant, entrant's computer or mobile device, or any other person's computer or mobile device related to or resulting from participating in or downloading material in connection with the Contest; for incorrect or inaccurate information; and/or for weather conditions, event cancellations, delay or rescheduling or other factors beyond the Promoter and/or FanCompass's control.

### INDEMNIFICATION:

20. You hereby agree to indemnify and hold the Released Parties harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (A) your use of this Platform, the products, Merchandise, Tickets and/or Services purchased via this Platform; or (B) any alleged breach of this Agreement by you.

### DISQUALIFICATION:

21. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who is (a) found to be tampering with the entry process or the operation and administration of the Contest; (b) acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest; or (c) in violation of the Official Rules.

### INTELLECTUAL PROPERTY:

22. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned or used under license by the NLL, Promoter, FanCompass, and/or their respective affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

### GOVERNING LAW:

23. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules or the rights and obligations as between the entrant and the Promoter in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law rules or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The decisions of the Promoter with respect to all aspects of the Contest are final and binding.
24. The Promoter reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, or modify, amend or suspend the Contest and/or the Official Rules in any way at any time for any reason without prior notice or compensation.

### DISCREPANCIES:

25. In the event that there is a discrepancy or inconsistency between the English language version and any French language versions of the Official Rules, the English version shall prevail, govern and control. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules

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and disclosures or other statements contained in any Contest-related materials or advertising, the terms and conditions of the Official Rules shall prevail, govern and control.

### **WINNER LIST:**

26. To obtain a copy of the winners' list, send a self-addressed, stamped envelope to: Ottawa Black Bears, 1000 Palladium Drive, Ottawa, Ontario, Canada K2V 1A5.