

**Contest Rules**  
**[Rogers Winteractive Contest]**  
**Rogers**

1. **Application.** These rules apply to the contests operated and held by Rogers Communications Canada Inc. or one of its subsidiaries or their affiliates (“**Rogers**”) at different events and venues from February 1 to February 18, 2019 and wherein pairs of tickets to a Marlies game are available to be won. By entering a contest governed by these rules (a “**Contest**”), entrants agree to be bound by these rules, and will be deemed to have received and understood these rules.
2. **Eligibility.** The Contest is open to residents of Ontario, 13 years and older as at the time of entry. Entrants who are under the age of majority must have the consent of their parent or legal guardian to participate in the Contest in accordance with these Official Rules

In respect of such particular Contest, the following individuals are not eligible to participate: (a) employees, officers, directors, agents, and representatives of (i) Rogers and its parent and affiliated companies, (ii) the applicable prize supplier(s), (iii) the applicable Contest judges (if any), and (iv) any and all other companies associated with the Contest; (b) those with whom the foregoing individuals reside.

3. **Proof of Identity.** Rogers shall have the right at any time to require proof of identity and/or eligibility to participate in a Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Rogers for the purpose of a Contest must be truthful, complete, accurate and in no way misleading. Rogers reserves the right, in its sole discretion, to disqualify any entrant should such entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.
4. **Contest Period & Prizing.** Details of the prize(s) available to be won, the start and end dates, the start and end times, and any other relevant information will be identified at the time of the Contest by Rogers, by means of applicable promotional materials, by means of the designated website (the “**Website**”), and/or by means of any of the official social networking pages for Rogers. The approximate retail value of a prize is available upon request during the particular Contest entry period. Prizes must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the sole discretion of Rogers and/or the prize supplier(s). Prizes are provided “as is” without further representation, warranty, or guarantee of any kind, whether express or implied. Rogers and/or the prize supplier(s) reserve(s) the right, in their sole discretion, to substitute a prize or a component of a prize with a prize or a component of a prize (as applicable) of equal or greater value, including, without limitation, a monetary award, if the prize or prize component cannot be awarded by Rogers and/or the prize supplier(s) for any reason. Prizes may not be exactly as advertised.
5. **How to Enter.** No purchase necessary. Unless otherwise stated, there is a limit of one entry per person per Contest. Entry mechanism(s) in respect of a particular Contest will be announced by Rogers, by means of applicable promotional materials, via the Website, and/or by means of any of the official social networking pages for Rogers.

Although Contests may be communicated, promoted, or administered by means of via one or several social networking pages or services (each a “**Third Party Service**”), all entrants acknowledge that Contests are in no way sponsored, endorsed or administered by, or associated with, any Third Party Service and that any questions, comments or complaints regarding a Contest should be directed to Rogers and not to any Third Party Service. By participating in any Contest, you completely release any Third Party Service of all liability in relation to any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from your participation. In addition to the foregoing, unless explicitly stated, Contests are in no way sponsored, endorsed or administered by, or associated with, Apple.

6. **Restrictions: Entrant Submissions.** From time to time, a Contest entry mechanism may require you to submit (whether via Internet upload or otherwise) an original photograph, video, or written submission (collectively or individually, the “**Entry Material**”) to Rogers, subject to instructions provided by Rogers or its representatives. By entering a Contest requiring a Creative Material submission, you represent and warrant that your Entry Material (a) is original to you, and that you have all necessary rights (including, without limitation, copyright) in and to the Entry Material to enter the Contest; (b) does not include content that is defamatory, libelous, pornographic or obscene; and (c) does not contain, depict, include, or involve, (i) nudity, (ii) explicit, graphic or excessive sexual activity, (iii) crude, vulgar or offensive language and/or symbols, (iv) derogatory characterizations of any ethnic, racial, sexual or religious groups, (v) content that endorses, condones and/or pertains to any illegal, inappropriate or high risk activity, behaviour or conduct, (vi) personal information of individuals, including, without limitation, names and addresses (physical or electronic), without the consent of those individuals, (vii) commercial messages, comparisons or solicitations for products or services, (viii) any materially identifiable third party products and/or trade-marks, brands or logos (materiality to be determined by Rogers in its sole discretion), or (ix) any other content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by Rogers in its sole discretion. You further understand and agree that any Entry Material submitted with an entry may not be returned to you upon submission to the Contest, and may be refused as entry to a particular Contest in the absolute discretion of Rogers. By entering a Contest requiring an Entry Material submission, you grant to Rogers a worldwide, perpetual, royalty-free, irrevocable, non-exclusive and unlimited licence to use your entry, including the Entry Material, in any media and for any purpose related to the Contest, and waive all claims of copyright and moral rights in the Entry Material, and any rights that you may have to compensation, pertaining to any use, reproduction, modification, adaptation, translation, alteration of, or creation of derivative works from, the Entry Material by Rogers for any purpose and in any media whatsoever. You further agree to indemnify and hold harmless each of the Releasees (defined below) from and against any and all claims or actions brought by a person whose consent was not obtained by you, or by any person claiming that his/her/its intellectual property rights, moral rights or personality or privacy rights are infringed by the Entry Material or by Rogers’s use of the Entry Material in accordance with these rules.
7. **Ineligible Attempts at Entry.** Any attempt or suspected attempt to enter a Contest in a fashion not authorized by these rules (or by Rogers or its representatives) shall be deemed to be tampering and will void all of your entries. Entries that contain false information and/or are late, lost, stolen, falsified, illegible, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or entries that have been submitted using robotic, automated, programmed, or through illicit means, or that do not conform with or satisfy any or all of these rules, as determined in Rogers’ sole discretion, will be judged null and void and disqualified. Only entries received by Rogers will be considered. Proof of entry transmission shall not constitute proof of receipt. The sole determinant of time for valid online entry in a Contest will be the Website server machine(s).
8. **Draw.** A random draw will be made by a representative of Rogers from all qualifying entries received by the Contest deadline. A selected entrant will be disqualified and required to forfeit any claim on the Contest prize if he or she cannot be reached within a reasonable time period, as determined in the discretion of Rogers, or if these rules are not adhered to. Decisions and rulings of Rogers or its representatives are final and binding without appeal in all matters related to Contests and the awarding of prizes.
9. **Conditions of Winning.** To be declared a winner, a selected entrant must correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question; be in full compliance with these rules; and, in the discretion of Rogers, sign and return a release of liability and consent to publicity form and any other documentation as may reasonably be required by Rogers in its sole discretion, or if the potential winner is a minor, must have his or her parent or legal guardian sign and return, within a specified time period, any such paperwork.

10. **Prize Acceptance.** A selected entrant may be required to provide proof of identification when claiming a prize or otherwise in connection with a Contest to facilitate the administration of the Contest and/or to ensure the accurate identification of a Contest winner. Once confirmation of a Contest winner is complete in accordance with the terms of these rules, Rogers and/or any prize supplier(s) will promptly coordinate prize distribution.
11. **Odds of Winning.** Odds of winning depend on the number of eligible entries received in a Contest, and any criteria used to describe how to enter the Contest.
12. **Privacy.** By entering a Contest and for the sole purpose of Rogers' administration of the Contest, you consent to the collection, use and disclosure of your personal information by Rogers in accordance with the Rogers Privacy Policy, available at <http://www.rogers.com/web/content/Privacy-CRTC>. Online entrants may be given the option to receive commercial emails and/or other communications from Rogers or other parties; however, eligibility to participate in any Contest is not dependent upon an entrant's consent to receive any such emails and communications, and consenting to receiving such emails and communications will not impact an entrant's chances of winning. Rogers will not send informational or marketing communications to entrants, unless entrants expressly consent to receive such communications through an opt-in mechanism. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided at the bottom of any of these communications. Please consult the Rogers Privacy Policy referenced above for further information on how Rogers collects, uses, and discloses personal information. Any questions or concerns with respect to communications from Rogers may be addressed to the Rogers Chief Privacy Officer, whose contact particulars may be found in the Rogers Privacy Policy. Where you elect to receive informational or marketing communications from a party other than Rogers, you understand and agree that your personal information will be shared with such other party for the purpose of facilitating the sending of informational or marketing communications, and you further understand and agree that your personal information, as shared with the other party, will be subject to the other party's privacy policy and information handling standards and practices. In connection with prize fulfillment, Rogers may be required to provide your personal information to another party, including, but not limited to, any Contest sponsor or prize supplier. By entering a Contest, you consent to such disclosure of your personal information in connection with the foregoing, and you understand and agree that, should your personal information be provided to another party, your information will be subject to that party's privacy policy and information handling standards and practices. You further acknowledge and agree that, where you enter a Contest by means of a Third Party Service, any personal information that you share with, or by means of, such Third Party Service may also be used by the applicable social networking service in accordance with its own privacy policy.
13. **Release of Liability and Consent to Publicity.** By entering a Contest, each entrant accepts and agrees to (i) be legally bound by these rules, including all eligibility requirements, (ii) be bound by the decisions of Rogers and its representatives or the independent judging organization, if any, which are final, binding and conclusive (without appeal) on all matters relative to the Contest; and (iii) waive any and all claims against Rogers, its parent and affiliated companies, the Contest prize suppliers, the Contest judges (if applicable), any and all other companies associated with the Contest, and all of their respective employees, officers, directors, agents, representatives, shareholders, successors and assigns (collectively, the "**Releasees**") for any injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from his/her participation or attempted participation in the Contest or from the receipt or use or misuse of any prize or any travel or activity related to the receipt or use of any prize. By accepting a Contest prize, each winner authorizes Rogers and its designees to use in any related publicity the winner's name, city and province/territory of residence, photograph, image, likeness, voice, and any statements he/she may make regarding such Contest prize for advertising and promotional purposes worldwide in perpetuity, in any form of media including the Internet, without limitation and without additional compensation or consideration, permission or notification, unless prohibited by law; and each winner waives any rights that may exist in respect of materials produced pursuant to the foregoing.

- 14. Limitation of Liability.** The Releasees are not responsible for (i) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (ii) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections, including those through and/or by any website; (iii) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (iv) failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication; (v) non-delivered, misdirected, blocked, or delayed email notifications; (vi) printing, typographical or other errors appearing within these rules, in any Contest-related advertisements or other materials; or (vi) any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with a Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-related materials, or the cancellation or postponement of any event. The Releasees are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in a Contest. The Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participation in a Contest or downloading materials from or use of the Website.
- 15. Laws and Rules.** Except as otherwise set forth above, Contests will be run in accordance with these rules, which are subject to amendment by Rogers without notice or liability to you. Contests are subject to all applicable federal, provincial and municipal laws and regulations. These rules are governed exclusively by the laws of the province or territory in which you reside, and you submit to the exclusive jurisdiction of the courts of such province or territory. Rights and remedies may vary by province or territory.
- 16. Cancel and Amend.** Rogers reserves the right to cancel, modify, or suspend any Contest or to amend these rules at any time and in any way, without prior notice, for any reason whatsoever. Without limiting the foregoing, if for any reason a Contest is not capable of running as originally planned, for example as a result of tampering or infection by computer virus, bug, corruption, security breach, or other cause beyond the reasonable control of Rogers, Rogers reserves the right to cancel or suspend the Contest and/or conduct a random draw from all previously received eligible entries.
- 17. Conduct.** Rogers reserves the right, in its sole and absolute discretion, to disqualify without notice any entrant that it finds to be: violating these rules; tampering or attempting to tamper with the entry process or the operation of a Contest or the Website; acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of a Contest. Any attempt by an entrant or any other individual to undermine the legitimate operation of a Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, Rogers reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and to ban or disqualify an entrant from the applicable Contest and any future contests.
- 18. Identity of an Online Entrant.** If a dispute arises regarding the identity of any social media entrant, or other online entrant, the applicable entry will be deemed to have been submitted by the authorized account holder of the account provided at the time of entry. An entrant may be required to provide proof that he or she is the authorized account holder of the account associated with a particular entry. The individual assigned by an Internet access provider, online service provider, or other organization responsible for assigning the applicable type of account is considered the authorized account holder. Whether or not an individual constitutes the authorized account holder in question will be determined by Rogers in its sole discretion; and, if the name of the authorized account holder does not accord with the full name provided at the time of entry, the applicable entry may be disqualified at Rogers's sole and absolute discretion.