

Sporting Life The Amazing Brentwood Grand Opening Shopping Spree Contest

THE CONTEST (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND (EXCLUDING QUEBEC) SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY TO ENTER. IT IS OPEN TO LEGAL RESIDENTS OF BRITISH COLUMBIA ONLY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY OR OLDER AT THE TIME OF ENTRY IN THEIR PROVINCE OR TERRITORY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES"). BY THE ENTRANT.

1. **ELIGIBILITY.** To be eligible for this Contest, an individual must:

- a. be a legal resident of the province of British Columbia;
- b. be of the age of majority or older in his/her province or territory of residence at the time of entry and has accepted and agreed (on his/her own behalf) to be legally bound by these Contest Rules;

Employees of Sporting Life and its affiliated, parent, subsidiary and related companies, arm's length companies, subsidiaries, related companies, advertising and promotional agencies, judges of the Contest and the household members or persons domiciled with any of the above mentioned employees, are not eligible to participate in the Contest.

2. **CONTEST PERIOD.** The Contest begins at 12 p.m. Eastern Standard Time ("EST") on Friday, October 25, 2019 and ends at 11:59 p.m. EST on Sunday, November 10, 2019 (the "Contest Period"). After the end of the Contest Period, the Contest will be closed and no further entries shall be accepted.

3. **HOW TO ENTER.**

- a. There is no purchase necessary to enter the Contest. Enter using any of the methods of entry outlined below. These Contest rules and regulations are available online at sportinglife.ca ("Contest Website"). No entries will be accepted by any other means.
- b. To enter entrants must enter their email on the Brentwood Grand Opening page found at the Contest Website. On the form, entrants must include such information as e-mail at time of entry.
- c. All entries become the sole property of the Sponsors and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, incompatible, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Grand Prize.

- d. Entries received online shall be deemed to be submitted by the authorized account holder of the email address associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each selected entrant may be required to provide the Sponsors with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.
- e. All Entries are subject to verification at any time and for any reason. The Sponsors reserve the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification) from an entrant: (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsors deem necessary, in their sole and absolute discretion, for the purposes of administering this Contest in accordance with these Contest Rules. Failure to provide such proof to the satisfaction of the Sponsors in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsors.
- f. In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the email account submitted at the time of entry. “Authorized account holder” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

4. PRIZE

- a. Grand Prize. There is one [1] grand prize (“Grand Prize”) available to be won by the Contest finalist (“Finalist”) consisting of: one [1] \$5,000 CAD shopping spree at the Sporting Life The Amazing Brentwood location. The grand prize has an approximate value of five thousand dollars CAD (\$5,000).
- b. Winner may claim his/her Prize at the Sporting Life The Amazing Brentwood store in Burnaby, British Columbia by Thursday, November 21, 2019 no later, after the winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
- c. Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of the Grand Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole

discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

5. WINNER SELECTION.

ONE [1] Winner shall be selected as follows:

- a. On or about Monday, November 11, 2019 in Toronto, Ontario, one [1] entrant will be selected by a random draw from all eligible entries received during the Contest Period. The entrant shall be eligible to win only one [1] Grand Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered by email, to comply with the Contest Rules and sign and return the Release (described below).

THE SELECTED ENTRANT WILL BE NOTIFIED BY EMAIL NO LATER THAN WEDNESDAY, NOVEMBER 13, 2019 AT 11:59 P.M. AND MUST RESPOND WITHIN TWO [2] BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by email to the email provided in the notification, and the selected entrant's response must be received by the Sponsors within one [1] business day of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be randomly selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.

If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.

6. **RELEASE.** Winner will be required to execute a legal agreement and release ("Release") that confirms Winner's: (i) confirms that he/she meets the eligibility requirements for the Contest and has complied with these Contest Rules; (ii) accepts the Prize as offered; (iii) must correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question; (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Work and Winner's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within one (1) business day of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

7. **INDEMNIFICATION BY ENTRANT.** By entering and/participating in the Contest, each entrant releases and holds Releasees harmless from any and all liability, claims, demands, for any injuries, costs, expenses, losses or damages of any kind to the entrant or any other person, including, without limitation, reasonable legal fees, including an allocable share of in-house lawyers' fees and costs, which Licensee may suffer or incur by reason of any claim, action, demand, suit or proceeding (each a "Claim") resulting from: (i) personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize; (ii) participation in the Contest; (iii) any breach of the Contest Rules, (iv) in any Prize-related activity; (v) the unauthorized use of the names, logos, copyright, trade names, patents, trade-marks or intellectual property of any person or entity by entrant; or (vi) any allegation or threatened allegation that the entrant's participation in the Contest, any breach by entrant of the Contest Rules, or any entrant's Prize-related activity infringes any intellectual property, personal, privacy or proprietary rights of any person or entity. Each entrant (and, if a Minor, his/her parent or legal guardian) agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
8. **LIMITATION OF LIABILITY.** The Releasees assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Releasees are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Releasees assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Releasees are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Releasees are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website.
9. **CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website and made available throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Sponsors, which shall be

final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest the Contest Website, or any company website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any company website property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE, COMPANY WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. Winner must at all times behave appropriately when taking part in the Shopping Spree and observe the Contest Rules and any other rules or regulations in force at the location. The Sponsors reserve the right to remove from the location, any Winner who breaks such rules and/or fails to behave appropriately and to disqualify such Winner.

10. **PRIVACY / USE OF PERSONAL INFORMATION.**

- a. By participating in the Contest and submitting an Entry, each entrant (and, if a Minor, his/her parent or legal guardian): (i) grants to the Sponsors the right to use his/her name, mailing address, telephone number, and e-mail address as provided on his/her Entry ("Personal Information") only for the purpose of administering the Contest, including, but not limited, to contacting and announcing the Winners; and (iii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) above.
- b. The Sponsors will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Sporting Life privacy policy at: www.sportinglife.ca.

11. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates, related or arm's length companies. 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.

12. **TERMINATION.** Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

13. **LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without

notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors 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 or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

14. **DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.