

## For the Love of Curling Sweepstakes—Official Rules and Regulations

**NO PURCHASE IS NECESSARY TO ENTER THIS SWEEPSTAKES. THIS SWEEPSTAKES IS BEING ADMINISTERED AS A FUNDRAISER AND ALL NET PROCEEDS WILL SUPPORT YOUTH CURLING PROGRAMS ACROSS CANADA. ODDS OF WINNING DEPEND UPON THE TOTAL NUMBER OF ELIGIBLE ENTRIES. A DONATION OR DIRECT PAYMENT TO THE SPONSOR WILL NOT INCREASE YOUR CHANCES OF WINNING.**

These rules (the “Official Rules”) contain an arbitration agreement and class action waiver which affect your legal rights. It is strongly recommended that you review the rules in their entirety, including the Release of Liability, and the Mandatory Arbitration: Class Action Waiver provisions, and, if you do not fully understand any of the provisions, seek legal advice before entering the Sweepstakes.

The “For the Love of Curling Sweepstakes” (the “Sweepstakes”) begins on November 1, 2024, at 9:30 a.m. EST (the “Sweepstakes Start Date”) and ends on November 19, 2024, at 11:59 p.m. EST (the “Sweepstakes End Date”) (such period referred to herein as the “Sweepstakes Entry Period”). All times are measured by Eastern Standard Time (EST) in Canada.

**SPONSOR:** The Sweepstakes is sponsored by and for the benefit of Curling Canada (legal name The Canadian Curling Association) (the "Sponsor"), a not-for-profit organization registered under the Canada Not For Profits Corporations Act with charitable status from CRA as a Registered Canadian Amateur Athletic Association.

**ELIGIBILITY:** The Sweepstakes is only open to (a) legal residents of Canada, except for the Province of Quebec; and (b) who are the age of majority being eighteen (18) years of age in the provinces of Alberta, Manitoba, Ontario, Prince Edward Island and Saskatchewan and the age of nineteen (19) in the provinces and territories of British Columbia, New Brunswick, Newfoundland, Northwest Territories, Nova Scotia, Nunavut and Yukon at the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Sweepstakes, each participant unconditionally accepts and agrees to comply with and abide by the terms and conditions stated in these Official Rules which shall be final and binding in all respects, agrees to be bound by the decisions of Sponsor, and warrants that she/he is eligible to participate in the Sweepstakes. Employees, independent contractors, officers, and directors of Sponsor and/or their respective affiliates, subsidiaries, advertising, promotion, fulfillment agencies, legal advisors, their immediate family members and persons living in the same household, are not eligible to participate in the Sweepstakes.

The Sweepstakes is void where prohibited and/or restricted by law and is subject to applicable federal, provincial and municipal laws and regulations.

### **HOW TO ENTER:**

1) **TO ENTER BY PURCHASING:** Participants may enter the Sweepstakes by visiting [curling.ca/supportyouth](http://curling.ca/supportyouth) (the "Sweepstakes Website") during the Sweepstakes Entry Period then following the on-screen prompts. If you purchase: \$25.00: you will receive twenty-five (25)

entries; \$50.00: you will receive one hundred (100) entries; \$100.00: you will receive three hundred (300) entries. Participants will receive an email confirmation at the email address provided on the Sweepstakes ticket purchase website. All purchases are final and non-refundable.

2) Participation in the Sweepstakes is voluntary and does not require you to make a purchase or payment to the Sponsor.

### **TO ENTER WITHOUT PURCHASING (i.e., TO ENTER WITHOUT MAKING A CONTRIBUTION TO YOUTH CURLING)**

Steps one (1) and two (2) **MUST** be completed as follows:

#### **STEP 1:**

Visit <https://supportyouthcurling.ca/free-entry> during the Sweepstakes Entry Period and provide the required entry information after which you will receive a confirmation email at the email address provided on the free entry form with your entry number and confirmation number;

**AND**

#### **STEP 2:**

To complete your free entry, you must also submit an email to the Sponsor during the Sweepstakes Entry Period to [donor@curling.ca](mailto:donor@curling.ca) with the following information:

- (1) Subject line:** For the Love of Curling Sweepstakes
- (2) Include full contact information in the body of the email:** First and last name, address, city, province, postal code, phone number, date of birth, and email address that matches the one used in Step 1 Confirmation.
- (3) Include the confirmation number from the entry confirmation email** (The confirmation email is sent to the email address provided on the free entry form). The confirmation number provided by entrant in Step 2 must match the confirmation number from Step 1 otherwise entry will be deemed ineligible.
- (4) Include the following statement:** "I acknowledge that I read, understand and agree to the Sweepstakes Official Rules."

#### **Limit one (1) entry per two-step process.**

Each successfully submitted email entry, as directed herein, will receive one (1) entry (twenty-five (25) tickets) in the Sweepstakes. You must provide all required information to be eligible to enter and win. The Step 2 email to the Sponsor must be received and timestamped by 11:59

p.m. EST on November 19, 2024 to be eligible. Email entries become the property of Sponsor and will not be returned. Mailed, hand-delivered or in-person submissions will not be accepted by Sponsor or any of its employees, officers, directors or representatives.

Entries using the TO ENTER WITHOUT PURCHASING (i.e., TO ENTER WITHOUT MAKING A CONTRIBUTION TO YOUTH CURLING) method that do not clearly provide all the above-listed information will be deemed ineligible (as determined in Sponsor's sole discretion).

Confirmation number provided by entrant in their Step 2 email must match confirmation number from Step 1 otherwise entry will be deemed ineligible. Each valid free entry form will receive twenty-five (25) entries into the Sweepstakes. There is a limit of 24 free entries (600 tickets) submitted by any one participant email address. Confirmation of receipt emails will not be sent for Step 2.

**GRAND PRIZE: NOVEMBER 19, 2024:** One (1) official winner of the Sweepstakes (the "Sweepstakes Winner") grand prize package will win (a) two (2) tickets to all games on the final three (3) days of the 2025 Montana's Brier on March 7, 8 & 9, 2025 in Kelowna, BC; (b) one (1) hotel room with double occupancy for four (4) nights stay March 6, 7, 8, 9, 2025 at a hotel to be determined in the Sponsor's sole discretion; (c) return airfare for two (2) from the International Airport nearest the Sweepstakes Winner's home (d) two (2) autographed uniform jackets from the single competing team of the Winner's choice (collectively, the "Sweepstakes Grand Prize"); (e) two (2) Sponsor Lounge passes.

Transportation expenses to and from the event above and beyond the return airfare are the sole responsibility of the Sweepstakes Winner.

Approximate Total Retail Value of the Sweepstakes Grand Prize: \$8,000.

Sponsor is not responsible if the Sweepstakes Winner does not use any event tickets on the day(s) of the applicable event(s). No substitution and/or transfer of Sweepstakes Grand Prize(s) is permitted. Any change to flight arrangements requested by the Sweepstakes Winner after booking will be at the Sweepstakes Winner's own expense. Sweepstakes Grand Prize(s) cannot be redeemed for cash and no cash alternative or prize substitution will be allowed, except in Sponsor's sole discretion. Sponsor is responsible only for Sweepstakes Grand Prize delivery and not Sweepstakes Grand Prize utility. Sponsor reserves the right, in its sole discretion, to substitute for the listed Sweepstakes Grand Prize, or any portion thereof, to one of equal or greater value if any advertised prize becomes unavailable for any reason, including any municipal, provincial/territorial, or federal limitations of restrictions associated with the Covid-19 virus and its variants. Any and all federal and/or provincial tax liabilities as a result of acceptance of all or any portion of the Sweepstakes Grand Prize, as well as any other fees, costs and expenses not specified herein as being awarded (including, but not limited to, all additional meals, beverages, transportation and/or incidentals), are the sole responsibility of the Sweepstakes Winner unless

otherwise specified herein. Inappropriate activity may result in removal from the Venue and/or disqualification. The Sponsor does not provide any type of insurance whatsoever and therefore, obtaining any insurance, including but not limited to travel insurance, trip delay, health, accident and/or medical insurance, and property and/or luggage loss and/or other damage insurance is the sole responsibility of the Sweepstakes Winner and shall be procured at the sole expense of the Sweepstakes Winner, if applicable. Sponsor makes no express and/or implied warranties of any nature whatsoever with respect to safety, or performance, of the event, accommodations, travel services required and/or any component thereof. The Sweepstakes Winner is solely responsible for his/her dress, behavior and/or comportment as well as that of his/her guest.

**EARLY BIRD GIVE-AWAY #1 – NOVEMBER 7, 2024:** On or about November 8, 2024, Sponsor will select an early bird give-away winner from the entire pool of entrants having entered by 11:59 p.m. EST on November 7, 2024. The November 7, 2024, early bird give-away #1 winner will receive: one (1) autographed, Rachel Homan, 2024 Scotties Tournament of Hearts Team Ontario jersey, 2025 Curling Cares calendar, and a Chilly Moose insulated bottle. The winner of any early bird give-away will be subject to the same rules of eligibility, verification, confirmation and any and all other conditions to which the Sweepstakes Winner is subject as the same are described in these Official Rules including, but not limited to, the Publicity Release described herein. The winner of any early bird give-away will still be included in the drawing for the Sweepstakes Grand Prize. (Approximate Total Retail Value of Early Bird Give-Away #1: \$250.00.)

**EARLY BIRD GIVE-AWAY #2 – NOVEMBER 14, 2024:** On or about November 15, 2024, Sponsor will select an early bird give-away winner from the entire pool of entrants having entered by 11:59 p.m. EST on November 14, 2024. The November 14, 2024, early bird give-away #2 winner will receive: one (1) autographed, Brad Jacobs, 2024 Montana's Brier Team Manitoba jersey, 2025 Curling Cares calendar, and a Chilly Moose insulated bottle. The winner of any early bird give-away will be subject to the same rules of eligibility, verification, confirmation and any and all other conditions to which the Sweepstakes Winner is subject as the same are described in these Official Rules including, but not limited to, the Publicity Release described herein. The winner of any early bird give-away will still be included in the drawing for the Sweepstakes Grand Prize. (Approximate Total Retail Value of Early Bird Give-Away #2: \$250.00.)

**ODDS OF WINNING:** The odds of winning the Sweepstakes Grand Prize and/or any early bird give-away depends on the total number of eligible entries received during the Sweepstakes Entry Period or applicable early bird entry period. There is a limit of 600 tickets purchased by any one participant email address.

**SELECTION OF WINNER:** On or about November 20, 2024 (the "Drawing Date"), Sponsor will select the potential Sweepstakes winner ("Potential Winner") from the entire pool of entrants having entered by 11:59 p.m. EST on November 19, 2024, in accordance with these Official Rules. The Potential Winner will be selected by random drawing using a random number generator algorithm from all eligible entries received by the Sponsor during the Sweepstakes Entry Period. The Potential Winner will be notified by email and/or by telephone shortly after the Drawing

Date, using the email address or telephone number provided with the selected entry, and will be conditionally awarded the Sweepstakes Grand Prize subject to verification of eligibility and compliance with the terms and conditions of these Official Rules. If a Potential Winner does not respond within one (1) week after the first notification attempt, or if the prize notification is returned as undeliverable, or if the Potential Winner fails to provide the necessary information to confirm the Potential Winner's identity and eligibility to receive the Sweepstakes Grand Prize, such Potential Winner may be disqualified and the Sponsor may, in its sole discretion, select an alternate Potential Winner to be selected by a random drawing from among the remaining eligible entries. The notification will include instructions for how to contact the Sponsor to provide name, address and other information that may be required to complete validation of eligibility and delivery of the Sweepstakes Grand Prize. No liability is assumed for any winner notification that is lost, intercepted or not received by a Potential Winner for any reason. In the event that a Potential Winner is disqualified for any reason, the Sponsor may, in its sole discretion, award the Sweepstakes Grand Prize to an alternate Potential Winner who will be selected by a random drawing from among the remaining eligible entries. The selected Potential Winner must execute all consents as provided by applicable law.

**VERIFICATION OF POTENTIAL WINNER:** Each Potential Winner is subject to verification by the Sponsor. Sponsor's decisions are final and binding in all matter relating to the administration, operation, selection of the Potential Winner, and all other matters related to the Sweepstakes. An entrant is not a winner of any prize unless and until the entrant's eligibility and compliance with these Official Rules has been verified by the Sponsor, in its sole discretion, and the entrant has been notified that verification is complete. In order to receive the Prize, the Potential Winner will be required to correctly answer, without assistance of any kind, whether mechanical, electronic or otherwise, a time-limited mathematical skill-testing question to be administered by phone or email by the Sponsor's designated agent at a mutually agreeable time. The Potential Winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and/or Publicity Release in the form(s) provided by Sponsor or Sponsor's Attorneys (collectively, the "Affidavit") by the date specified by Sponsor, or such Potential Winner will be disqualified, and an alternate Potential Winner may be selected. In the event that (a) Potential Winner cannot be reached within one (1) week of initial notification from Sponsor, or for whatever reason after a reasonable effort has been exerted, or the Potential Winner notification or Affidavit is returned as unclaimed or undeliverable; (b) Potential Winner declines or cannot accept, receive or use the Sweepstakes Grand Prize for any reason; (c) Potential Winner is found to be ineligible to enter the Sweepstakes or receive the Sweepstakes Grand Prize; (d) Potential Winner fails to correctly answer the skill-testing question; (e) Potential Winner did not, cannot or does not comply with these Official Rules; or (f) Potential Winner fails to fulfill the Affidavit-related obligations, then the Potential Winner shall be disqualified from the Sweepstakes and an alternate Potential Winner may be randomly selected, at Sponsor's sole discretion, from among the remaining eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate Potential Winner, if any. A Potential Winner will be declared the Sweepstakes Winner when all the conditions of these Official Rules are fulfilled to the satisfaction of Sponsor, in its sole discretion. In the event of a dispute as to the identity of the entrant, any online entry will be deemed submitted by the

authorized account holder of the e-mail account provided to the Sponsor at the time of entry, provided such account holder still meets the eligibility requirements for the Sweepstakes. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**TAXES:** Any taxes which are payable on, or connected with, the receipt of the Prize are solely the responsibility of the Sweepstakes Winner and must be paid by the Sweepstakes Winner in accordance with applicable federal, provincial and/or municipal tax laws. If you are the Sweepstakes Winner, it is important that you determine what federal and/or provincial taxes you must pay. The Sweepstakes Winner is encouraged to consult with an accountant or tax preparer to make that determination.

Nothing shall be construed such that either Sponsor, or any of their charitable partners, licensors and suppliers, and each of their respective parents, affiliates, subsidiaries, partners, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, shareholders, members, consultants and agents, is in any way liable for the Sweepstakes Winner's tax liability that may be created when the Sweepstakes Winner claims the Sweepstakes Grand Prize.

**RELEASE OF LIABILITY:** By participating in the Sweepstakes, each entrant agrees to the full extent allowed by applicable law to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor, which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor, and their respective parent, subsidiary, and affiliates and affiliated companies, service providers, celebrities, celebrities' team/employer, partners and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents, attorneys and representatives, and their successors and assigns (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, travel, lodging, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Sweepstakes Grand Prize, or any portion thereof (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Released Parties are not responsible if the Sweepstakes Grand Prize, or any portion thereof, is delayed, postponed or cancelled for any reason, in which event that portion of the prize is forfeited in its entirety and no substitution will be provided except at the Sponsor's sole discretion. The Sweepstakes Winner acknowledges that all prizes are awarded "as-is" and the Sponsor expressly disclaims any warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose, relating to the Sweepstakes Grand Prize in any way.

**PUBLICITY RELEASE:** Except where prohibited or restricted by law, Sweepstakes Winner's acceptance of, and guest's participation in, the Sweepstakes Grand Prize, or any portion thereof, constitutes the Sweepstakes Winner's and guest's agreement, permission and consent for Sponsor and any of their designees to use and/or publish the Sweepstakes Winner's and/or guest's full name, city and province or territory of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, and/or statements made by the Sweepstakes Winner and/or guest regarding the Sweepstakes or otherwise, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, publicity, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Sweepstakes Winner is solely responsible for acquiring guest's agreement and consent for all required documents, and failure to do so will disqualify guest from participating in any portion of the Sweepstakes Grand Prize.

**PRIVACY:** In order to participate in the Sweepstakes, entrants will be required to supply certain information about themselves on the Sweepstakes Website entry pages. Sponsor has specified on the Sweepstakes Website which information is mandatory in order to participate in the Sweepstakes. This information will be used by Sponsor for the purposes of administering the Sweepstakes, and may be shared with their respective affiliates, subsidiaries, advertising, promotion and fulfillment agencies, legal advisors, and service providers. The personal information will be collected, processed and used in accordance with the privacy policy found at <https://www.curling.ca/about-curling-canada/privacy-policy/>.

**GENERAL CONDITIONS:** The Released Parties shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information and/or do not comply with and/or violate these Official Rules; (b) entries, prize claims and/or notifications that are lost, late, incomplete, illegible, unintelligible, damaged and/or otherwise not received by the intended recipient, in whole or in part, due to computer, human and/or technical error of any kind; (c) entrants who have committed fraud and/or deception in entering and/or participating in the Sweepstakes and/or claiming the Sweepstakes Grand Prize; (d) telephone, electronic, hardware, software, network, Internet and/or computer malfunctions, failures and/or difficulties; (e) any inability of the Sweepstakes Winner to accept the Sweepstakes Grand Prize for any reason; (f) if a Sweepstakes Grand Prize cannot be awarded due to delays and/or interruptions due to Acts of God, natural disasters, terrorism, weather and/or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries and/or losses of any kind caused by and/or resulting from awarding, acceptance, possession, use, misuse, loss and/or misdirection of any Sweepstakes Grand Prize and/or resulting from participating in this Sweepstakes and/or any promotion and/or Sweepstakes Grand Prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (x) tampering with the entry process and/or the operation of the Sweepstakes, the Sweepstakes Website, and/or with any website promoting the Sweepstakes; (y) acting in violation of these Official Rules; or (z) entering and/or attempting to enter the Sweepstakes multiple times in violation of these Official Rules and/or the use of any robotic and/or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties, malfunction, error, disruption and/or damage and/or other unforeseen events compromise the

administration, security, fairness, integrity, proper conduct or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the Sweepstakes Grand Prize from all eligible entries received as of the termination date. Sponsor reserves the right to suspend, modify and/or cancel the Sweepstakes before the scheduled Sweepstakes End Date. In the event the Sweepstakes is cancelled, all entries into such Sweepstakes will be deemed null and void, all donations will be refunded to the donors thereof, no winners will be selected, and no Sweepstakes Grand Prize will be delivered.

**GOVERNING LAW; SEVERABILITY; WAIVER:** The Sweepstakes and these Official Rules shall be subject to and governed by the laws of the Province of Ontario. If a court of competent jurisdiction finds any provision of these Official Rules, or their application to a particular person or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law. The failure of Sponsor to enforce at any time any provision of the Official Rules shall not be considered a waiver of such provision or any other provision and shall not deprive Sponsor of the right thereafter to enforce such provision or any other provision.

**MANDATORY ARBITRATION AGREEMENT; CLASS ACTION WAIVER:** Any claim, other than a claim by Sponsor, that is not resolved informally must be resolved in accordance with the below arbitration provisions. Unless prohibited by federal law, each entrant, including, without limitation, any Potential Winner or Sweepstakes Winner, agrees to arbitrate any and all claims and disputes relating in any way to such entry or the selection of a Potential Winner or Sweepstakes Winner, or delivery or awarding of the Sweepstakes Grand Prize (“Arbitration Claims”), except for Arbitration Claims concerning the validity, scope or enforceability of this arbitration provision, through BINDING INDIVIDUAL ARBITRATION. This Arbitration Agreement shall be governed by the Ontario Arbitration Act, 1991.

In any Arbitration Claim to be resolved by arbitration, neither the entrant nor Sponsor will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that entrant and Sponsor would have in court will not be available or will be more limited in arbitration, including the right to appeal. Entrants waive the right to a court or jury trial. All disputes shall be arbitrated on an individual basis, and not as a class action, representative action, class arbitration or any similar proceeding. The arbitrator(s) may not consolidate the claims of multiple parties. The arbitrator’s authority is limited to entrant and Sponsor alone, unless otherwise specifically stated herein. No arbitration decision will have any preclusive effect as to non-parties. The arbitrator’s decision shall be final and binding. The parties agree that this arbitration provision extends to any other parties involved in any Arbitration Claims, including, but not limited to, the Released Parties. This arbitration provision shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

The cost of the arbitration shall be shared equally by Sponsor and entrant, but Sponsor and entrant shall bear their own costs and attorney’s fees associated with their participation in the arbitration. Notwithstanding any other provision herein, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire

arbitration provision shall be void. If any portion of this arbitration provision other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision.

Prior to initiating an arbitration proceeding under this provision, entrant shall give Sponsor written notice of the Arbitration Claim (a "Claim Notice") and a reasonable opportunity, not less than thirty (30) days, to resolve the Arbitration Claim. Any Claim Notice to Sponsor shall be sent by mail to the Curling Canada at 1660 Vimont Court, Ottawa, ON K4A 4J4. Any Claim Notice must (a) identify the entrant by name, address, email address, and telephone number; (b) explain the nature of the Arbitration Claim and the relief demanded; and (c) be submitted only on behalf of entrant, and not on behalf of any other party. Entrant must reasonably cooperate in providing any information about the Arbitration Claim that Sponsor reasonably requests and must give Sponsor a reasonable opportunity to respond to the demand for relief. The provisions of this section shall not apply to claims by Sponsor.

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**NOTICE:** Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

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Les règles et réglementations sont disponibles en français sur demande.