## 2022 MAN OF THE MATCH PRESENTED BY VIDEOTRON - OFFICIAL RULES

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- **1. CONTEST SPONSOR:** The sponsors of this contest are Free2Play, 4750 Sherbrooke Est, Montreal, Qc, H1V 3S8, Canada ("**Free2Play**") and Videotron, 612, rue Saint-Jacques, Montréal (Québec) H3C 4M8, Canada ("**Videotron**") (collectively, Free2Play and Videotron, the "**Contest Sponsor**").
- **2.** ACCEPTANCE OF RULES: By entering the Man of the Match presented by Videotron Contest ("Contest"), you (the "Entrant") hereby accept and agree to these official rules (the "Official Rules") of the Contest. Any violation of the Rules may result in disqualification.
- **3. ELIGIBILITY:** The Contest is open only to legal residents of Canada who have reached the age of majority in the province or territory of residence at time of entry. All officers, directors, employees, agents and representatives of Contest Sponsor, any independent contest judging organization, each of their respective parent corporations, subsidiaries, affiliates, sales representatives, distributors, licensees, prize providers, contractors or agents (all of the foregoing together with Contest Sponsor, collectively, "Contest Entities"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Contest. All applicable federal, provincial and local laws and regulations apply. Void where prohibited by law.
- **4. CONTEST PERIOD:** The Contest begins at 1:00 p.m. ET on February 27, 2022 and ends at 11:59 p.m. ET on November 30, 2022. (the "Contest Period"). All submissions must be uploaded and received no later than the end of the Contest Entry Period.
- **5. HOW TO ENTER:** To enter the Contest, each Entrant must complete the following steps (each resulting in an "Entry"):
  - a. visit <a href="https://www.cfmontreal.com/en/manofthematch">https://www.cfmontreal.com/en/manofthematch</a> (the "Website");
  - b. vote for the Man of the Match among 3 players designated
  - c. complete the entry form on the Website with all required information, including, without limitation, his/her name, date of birth, address, phone number, and email address.
  - d. read and accept the Official Rules; and
  - e. click "VOTE" once the entry form is completed.

Limit of one (1) Entry per Entrant during the Contest Period.

All Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, forged, garbled or mechanically or electronically reproduced. If it is discovered by the Contest Sponsor (using any evidence or other information made available to, or otherwise discovered by, the Contest Sponsor) that any person has attempted to enter the Contest more than once or to use (or attempt to use) multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest, he/she may be disqualified from the Contest, and any future contests of the Contest Sponsor, in the sole discretion of the Contest Sponsor.

The Contest Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an Entrant'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 Contest Sponsor deem necessary, in its sole discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the

satisfaction of the Contest Sponsor in a timely manner may result in disqualification of the Entrant, in the sole discretion of the Contest Sponsor.

The Potential Winner of the Prize (as defined below) may also be requested to provide the Contest Sponsor with reasonable proof that he/she is the Authorized Account Holder of the email account associated with the winning Entry. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the Authorized Account Holder in whose name the email account is registered, provided that person meets all other eligibility criteria of this Contest. "Authorized Account Holder" shall mean the natural person assigned to an email address and/or telephone number by an Internet access provider, online service provider, telephone service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

- **6. SELECTION OF CONTEST WINNERS:** In Montréal, Québec, at the end of each match of CF Montréal **("Contest Draw Date")** see the 2022 Match Calendar in **Appendix 1**, one (1) Entrant will be selected by a random draw from all eligible Entries received and from all entrants who have voted for the Man of the Match chosen during the Contest Entry Period, **("Potential Winner")**. The Potential Winner will be contacted the email completed in the form. By entering the Contest, you consent to Contest Sponsor contacting you in this manner should you be selected to win a prize. See Paragraph 7 below.
- **7. PRIZE CLAIM CONDITIONS AND NOTIFICATION:** To be declared the winner ("Winner"), the Potential Winner will be notified by phone and email, and must answer correctly, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question posed by the Contest Sponsor in a format of their choosing. The Potential Winner will be required to sign a Declaration, Release and Waiver Form (the "Release Form") confirming compliance with the Official Rules, acceptance of the Prize as awarded, without substitution, and releasing the Released Parties from any liability in connection with the Prize or the Contest or the acceptance, possession, use or misuse of any prize. The Potential Winner must return the signed Release Form within the time frame indicated or he/she will be disqualified from receiving the Prize.

If the Potential Winner does not meet all of the Contest requirements, fails to correctly answer the mathematical skill-testing question or does not sign and return the Release Form to the Contest Sponsor within the time frame specified, that Potential Winner will forfeit the Prize and the Contest Sponsor shall be entitled (but not obligated) to select another Entrant from the remaining eligible Entries until such time as contact is made with an Entrant or there are no more eligible Entries, whichever comes first. This process may continue until the Prize has been awarded or there is insufficient time to permit the awarding of the Prize. In the event that an alternate Entrant is required to be selected, the Winner Selection process will apply to such alternate Entrant. The Contest Sponsor is not responsible, whether as a result of human error or otherwise, for any failure to contact the Potential Winner.

The Contest Sponsor will contact the Winner following receipt of his/her signed Release Form to arrange for delivery of the Prize.

8. PRIZES: Subject to the conditions herein, one (1) Winner will receive a prize package, consisting of the following prizes ("Prize"): one (1) Official CF Montréal Jersey autographed by the Man of the Match, MSRP \$200.00,

The approximate retail value of the Prize is six thousand and eight hundred Canadian dollars (\$6,800.00 CAD). The Winner is not entitled to any difference between the actual retail value of the Prize and the approximate retail value stated in these Official Rules.

The Prize outlined above must be accepted as awarded, without substitution, and is not transferrable, refundable, for resale or, where applicable, convertible to cash, except in the sole discretion of the Contest Sponsor. The Contest Sponsor reserves the right, in the event that the Prize, or any component of the Prize, cannot be awarded as described herein for any reason, to substitute the same for another prize or component of equal or greater value, without notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as

awarded and cannot be exchanged for cash (where applicable) or otherwise. The Prize will not be replaced if lost or stolen.

In the event of a conflict between the Official Rules and any instructions or interpretations of these Official Rules given by an employee of the Contest Sponsor regarding the Contest, these Official Rules shall prevail. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Official Rules shall prevail, govern and control.

**9. INDEMNIFICATION.** By entering this Contest, each Entrant agrees to defend, indemnify, release and hold harmless Contest Entities from and against any and all losses, demands, damages (including without limitation direct, indirect, incidental, consequential or punitive damages), rights, claims, injuries, actions and liabilities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)) of any kind arising out of or related to (i) Entrant's participation in the Contest, (ii) the delivery, acceptance, possession, use or misuse of any prize; or (iii) Entrant's participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

10. LIMITATION OF LIABILTY. Without limiting the foregoing, the Contest Entities shall not be responsible for: (a) any incomplete or inaccurate information that is caused by website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical issue or human error which may occur in the transmission or processing of submissions in the Contest; (b) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (c) damage to a user's/Entrant's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (d) printing, distribution, programming, editorial, technical or production errors or omissions, and any other errors, omissions or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or(e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt, use, non-use or misuse of any prize. In any cause of action, the Contest Entities' liability will be limited to two hundred fifty dollars (CAD \$250.00), and in no event shall the Contest Entities be liable for attorneys' fees and/or experts' fees and costs. By participating in the Contest, each entrant waives the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; therefore such exclusions may not apply to you. ALL PRIZES ARE AWARDED "AS IS" AND CONTEST ENTITIES MAKE NO WARRANTIES, AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY PRIZE FURNISHED IN CONNECTION WITH THIS CONTEST.

11. PERSONAL INFORMATION / PUBLICITY: Contest Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. By entering this Contest, you consent to such collection, use, and disclosure of your personal information. You may also be offered the opportunity to receive additional communications from Contest Sponsor about its products, and upcoming contests and promotions. The personal information will be hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States.

By entering this Contest and submitting an Entry, you acknowledge and agree that your Entry may be posted online for public viewing. You hereby irrevocably, perpetually, and without limitation, grant the Contest Sponsor the unlimited right and permission to use, post, display, publish, broadcast, adapt, edit and/or modify such Entry (with or without your name in connection with your Entry), on the internet, in connection with this Contest and waive all your rights, including moral rights, in and to the Entry, without notice or compensation.

Each Winner by accepting a prize, grants to the Contest Sponsor an irrevocable, perpetual, unlimited, worldwide, royalty-free license and right to publicize, broadcast, display and/or otherwise use the Winner's name, picture, city, province of residence, statements, voice and likeness, biographical material, and the information contained in the Entry, in any media or format now known or hereafter devised, including but not limited to the World Wide

Web, throughout the world in perpetuity for advertising and publicity purposes that Contest Sponsor may conduct relating to the Contest, without additional review, compensation, permission or approval.

The personal information collected through this Contest is subject to MLS's Privacy Policy, located at <a href="https://www.mlssoccer.com/privacy-policy">https://www.mlssoccer.com/privacy-policy</a> and Videotron's Privacy Policy, located at <a href="https://corpo.videotron.com/en/privacy">https://corpo.videotron.com/en/privacy</a> By entering this Contest, you agree to the use of your personal information as described in the above Privacy Policies.

- **12. INTELLECTUAL PROPERTY.** All Contest Sponsor 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 Contest Sponsor and/or their 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.
- **13. LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to point of sale, television, print or online advertising, the terms and conditions of the Official Rules shall prevail, govern and control.
- 14. GENERAL RULES AND RIGHT TO TERMINATE/MODIFY: By entering or participating in the Contest, participants agree to be bound by these Official Rules, and by the decisions of Contest Sponsor, which are final and binding in all respects. Winning a Prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Contest Sponsor and none will be returned or acknowledged. Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a Winner make any false statement(s) in any document referenced above, the Winner will be required to promptly return to Contest Sponsor his/her Prize, or the cash value thereof. Contest Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (i) tampering or attempting to tamper with the entry process or the operation of the Contest or; (ii) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Contest Sponsor property or service; or (iii) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE 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 CONTEST SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Contest Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. Any disputes that may arise hereunder shall be governed in all respects by the laws of the Province of Quebec without regard to the conflicts of laws principles of any jurisdiction. Contest Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. If, for any reason, the Contest is not capable of running as planned for reasons outside the control of the Contest Sponsor which, in the sole opinion of Contest Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), Contest Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest or these Official Rules (or portion thereof), at any time and without notice or obligation, subject to the prior approval of the Régie des alcools, des courses et des jeux. In the event of such cancellation, termination, modification or suspension, Contest Sponsor will select a Winner from all eligible, non-suspect entries received prior to such action, who will be subject to disgualification in the same manner.

**15. FOR RESIDENTS OF QUEBEC:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Regie des alcools*, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the *Regie* only for the purpose of helping the parties reach a settlement.

## **APPENDIX 1 – 2022 CF Montréal Match Calendar**

https://www.cfmontreal.com/schedule/?#competition=all&date=2022-01-01