

**2019 - 20 JANES DESIGN A MASK CONTEST  
(the "Contest")**

**OFFICIAL RULES AND REGULATIONS**

The Contest is intended for viewing and participation in Canada only by legal residents of Canada and shall be subject to and construed in accordance with the laws of Canada. **Please do not proceed if you do not meet these requirements at the time of entry. Entry into the Contest constitutes your acceptance of these Official Contest Rules and Regulations.**

**ADMINISTRATION:** The Contest is administered and operated by Sofina Foods Inc. with its principal office located at 100 Commerce Valley Drive West Markham, Suite 900, Ontario L3T 0A1 ("**Sofina**") and Hockey Canada with its principal office located at Suite 201, 151 Canada Olympic Road SW, Calgary, AB, T3B 6B7 ("**Hockey Canada**") (collectively, the "**Contest Operator**"). The decisions of the Contest Operator are final and binding in all matters as they relate to the Contest, including without limitation eligibility and/or disqualification of entries.

**1) ELIGIBILITY:**

To be eligible to participate in the Contest, you must: (i) be a legal resident of Canada; (ii) have attained the age of majority in your province of residence; and (iii) be the parent or legal guardian of a child who is less than 18 years of age, at the time of entry.

For the purposes of these Official Rules and Regulations, the child described in subsection (iii) above shall be referred to herein as the "**Child**".

Employees, representatives and agents of the Contest Operator, any distributor of Sofina and their respective advertising agencies, as well as members of the immediate family of any such persons and members of the Contest Operator's judging panel are not eligible to participate and win. For the purpose of the Contest, "immediate family" is defined as parent, spouse, siblings, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons with whom they are domiciled, whether or not related.

**2) PRIZES:**

**Grand Prize:** There are two (2) grand prizes to be won (each "**Grand Prize**"), consisting of one (1) trip for four (4) people to a 2020 IIHF Women's World Championship game ("**Game**") to be held between March 31, 2020 and April 10, 2020 (location and date of Game to be determined by the Contest Operator). The Grand Prize includes: return economy airfare for the Grand Prize winner, his/her Child, and two other people designated by the Grand Prize winner (collectively the "Contest Beneficiaries"), between the closest Canadian international airport to the Grand Prize winner's home and the closest major airport to the city where the Game is being played; two (2) nights standard hotel accommodation (based on quad occupancy at hotel selected by Contest Operator); airport transfers to and from the selected hotel; four (4) tickets to the Game; one Janes prize pack, including \$250 spending money (in the form of a gift card), a replica Team Canada hockey jersey; and a replica hockey mask of the Grand Prize winner's winning design entry. Dates of travel will be during the month of March 2020 or April 2020, exact dates to be determined by the Contest Operator (subject to change by Contest Operator). Approximate retail value of each Grand Prize is CAD\$5,000. Grand Prize value will depend on departure location. Should a Grand Prize winner reside in the province of Nova Scotia, a travel allowance of \$500.00 (in total) will be substituted for the winner and his/her travel partners. The Grand Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Contest Operator in its sole and absolute discretion). Contest Operator reserves the right to adjust travel dates to accommodate airline schedules. All incidental costs and expenses not specifically referred to herein, including, without limitation, meals and drinks, gratuities, entertainment, luggage fees, health and travel insurance, transportation for the Contest Beneficiaries to and from the major airport nearest to the Grand Prize winner's home, airport parking fees, taxes, and items of a personal nature shall be the sole responsibility of the Grand Prize winner (NOTE: The Grand Prize winner may be required to present a valid major credit card in his/her name at the time of hotel check-in to cover any incidental expenses). The Grand Prize winner shall be solely responsible to ensure the validity of required travel documents

Runner-Up Prize: Each Finalist that is not selected as a Grand Prize Winner will receive a Team Canada hockey jersey and twelve (12) Free Janes Product Coupons (maximum value \$15.00 each and must be redeemed before their expiry date at a participating Canadian retailer). Approximate retail value of each Runner-Up Prize is CAD \$340.

**Prize Conditions:** Without limiting the generality of the foregoing, the following general conditions apply to the Grand Prize: (i) no substitutions except at Contest Operator's option; (ii) the Contest Beneficiaries must travel on the same itinerary departing from and returning to the closest Canadian international airport to the Grand Prize Winner's home (unless the Grand Prize Winner is from Nova Scotia and receives a travel allowance rather than airfare, in which case the Contest Beneficiaries may make their own travel arrangements at their own expense); (iii) if the Contest Beneficiaries do not utilize any part(s) of the Grand Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Contest Operator, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (iv) Contest Operator reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Grand Prize or any component thereof; and (b) substitute the Grand Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value, including, without limitation, but solely at the Contest Operator's sole discretion, a cash award; (v) all travel arrangements relating to the Grand Prize must be made through the Contest Operator or its designated agents; (vi) by accepting the Prize, the Grand Prize winner agrees to waive, on his/her behalf and on behalf of his/her Child, all recourse against the Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part, and to secure appropriate waivers from the other Contest Beneficiaries satisfactory to the Contest Operator; and (vii) the Contest Beneficiaries must sign and return the Contest Operator's release (by the date indicated on the release form) indicating that they waive all recourse against the Released Parties relating to their participation in the Grand Prize, including, without limitation, any travel related thereto. If any Contest Beneficiary is less than 13 years of age, he/she will not need to sign the Contest Operator's release, however the Grand Prize winner (or the Contest Beneficiary's parent or legal guardian) will need to sign and return such release by the date indicated on the release form. Travel restrictions may apply. Any prize details not specified above will be determined by Contest Operator, in its sole discretion. Grand Prizes are awarded "as is" without any warranty or guarantee, either express or implied by Contest Operator. Conditions (i), (iv), (vi), and (vii) apply equally to any runner-up prize.

3) **HOW TO ENTER: NO PURCHASE NECESSARY.** The Contest may be entered as follows:

(a) **Grand Prize:** To enter the Contest and have a chance to win a Grand Prize, you must, between December 14, 2019 at 12:01 AM Eastern Time ("ET") and February 17, 2020 at 11:59 PM ET (the "**Grand Prize Contest Period**"): (i) visit [www.HockeyCanada.ca/Janesdesignamask](http://www.HockeyCanada.ca/Janesdesignamask) or [www.HockeyCanada.ca/dessinezunmasqueJanes](http://www.HockeyCanada.ca/dessinezunmasqueJanes) and obtain a contest colouring sheet ; (ii) have your Child design and colour the mask on the colouring sheet, without the assistance of any other person (Note: Each mask design must contain the Hockey Canada logo, a Canadian theme, and be an original design); (iii) complete the Contest entry form contained on the colouring sheet; and (iv) submit the completed colouring sheet to [www.HockeyCanada.ca/Janesdesignamask](http://www.HockeyCanada.ca/Janesdesignamask), or by email at: [Janesdesignamask@hockeycanada.ca](mailto:Janesdesignamask@hockeycanada.ca), or by mail to:

Attn: Design-A-Mask Contest  
Hockey Canada  
400 Kipling Avenue, Toronto, Ontario  
M8V 3L1

(b) **General:** Every completed colouring sheet must be received by Contest Operator before the expiry of the Grand Prize Contest Period in order to be eligible to win a Grand Prize or a runner-up prize. Any entries received after the end of the applicable Contest Period will be ineligible for the corresponding prize.

4) **SELECTION OF PROSPECTIVE WINNERS:**

(a) **Grand Prize:** At the end of the Grand Prize Contest Period, Contest Operator's judging panel consisting of two Hockey Canada representatives, one Sofina representative, the individual who will be painting the winning mask design onto an actual goalie mask, and one more representative at the discretion of the Contest Operator, will select four entries from all entries received during the Grand Prize Contest Period, to be considered as finalists for the Grand Prize (the "**Finalists**"), based upon the judging panel's assessment of which entries contain the best mask design considering the following weighted categories; 40% on overall theme, 30% on creativity, and 30% on artwork exhibited. On March 2, 2020 Contest Operator will display the four Finalists on Hockey Canada's Facebook page at

<https://www.facebook.com/HockeyCanada/> and <https://www.facebook.com/hockeycanadafr>. Voting by the general public will be encouraged by the Contest Operator through social media and through their websites with a hyperlink to Hockey Canada's Facebook pages. Only votes registered through Facebook will be considered eligible votes. The prospective winner will be the two Finalists who receive the most votes on Hockey Canada's Facebook page from March 2, 2020 until March 9, 2020. In the event of a tie that would cause there to be more winners than Grand Prizes, the Contest Operator will go back to the judging panel to break the tie and select the winner(s).

- (b) **Odds of Winning:** The odds of being selected as a prospective winner or a prospective runner-up prize winner are dependent upon the total number of eligible entries received by the Contest Operator during the Grand Prize Contest Period, the theme, creativity and artwork contained in each entry, and the number of people who vote on Hockey Canada's Facebook page.
- (c) **Contacting Prospective Winners:** Each selected prospective winner will be contacted by Contest Operator via telephone and/or email within one (1) week of being chosen. If a prospective winner is unable to be contacted after three (3) attempts by the Contest Operator, he or she forfeits the Grand Prize, and another prospective winner may, at the sole discretion of the Contest Operator, be selected. Runner-up prize winners will be contacted via telephone or e-mail within one (1) week after the Grand Prize winners have been confirmed. If any runner-up prize winner is unable to be contacted after three (3) attempts by the Contest Operator, he or she forfeits the runner-up prize and another prospective runner-up prize winner may be selected at the sole discretion of the Contest Operator. If any runner-up prize remains unclaimed at the end of the Contest for any reason, Contest Operator may, at its absolute discretion, select an alternate runner-up prize winner at random from among all otherwise non-winning contest entries.

5) **AWARDING OF PRIZES:**

To be declared a winner, each selected prospective winner or prospective runner-up prize winner must:

- (a) have entered the Contest in compliance with these Official Rules and Regulations and be eligible to win the Grand Prize, pursuant to these Official Rules and Regulations;
- (b) sign and return within a designated time period a Declaration and Waiver in a form prescribed by the Contest Operator, confirming his or her acceptance and compliance with these Official Rules and Regulations and releasing, on his/her behalf and on behalf of the other Contest Beneficiaries (the Contest Operators shall have the right to require signed Declaration and Waiver forms from all Contest Beneficiaries and/or the parent(s) or legal guardian(s) of such Contest Beneficiaries), Sofina, Hockey Canada, the International Ice Hockey Federation, , Facebook, Instagram, Twitter and each of their respective employees, directors, officers, governors, shareholders, affiliates, representatives, agents, parent companies, subsidiaries, professional advisors, and advertising and promotional agencies (collectively, the "Released Parties") from any and all liability arising out of, pursuant to, or as a result of the carrying out of the Contest, or any part of the Contest, including, without limitation, liability arising from the acceptance of and usage of the prizes as awarded, the administration of the Contest and the selection of any potential winners, with these Official Rules and Regulation, and a consent to the announcement of the winner's name and his/her Child's name and the use by the Contest Operator and of the winner's and his/her Child's name, address (city only), photograph, likeness, image, voice or statements for advertising and promotional purposes in relation to the Contest in any media whatsoever without any further authorization, notice or compensation to the winner and/or his/her Child; and
- (c) correctly answer a mathematical skill-testing question without assistance.

**The Grand Prize and any runner-up prize must be accepted as awarded. Grand Prizes and runner-up prizes are non-transferable, non-assignable and non-redeemable for cash.** The Grand Prize and runner-up prize may not be substituted except by the Contest Operator, who reserves the right to substitute a prize or any portion of the Grand Prize or runner-up prize with a prize of equal or greater value. By entering any part of the Contest, all entrants, should they win, agree to the use of their and the Contest Beneficiaries' name, address (city only), photograph, likeness, image, voice or statements for advertising and promotional purposes in relation to the Contest any media whatsoever without any further authorization, notice or compensation to the entrant and/or the Contest Beneficiaries. The Contest Operator reserves the right to disqualify any individual whom it finds in violation of these Official Rules and Regulations or tampering with the entry process. The Contest Operator reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. **Any attempt by anyone to deliberately undermine the legitimate operation of the Contest or any part of the Contest is in**

**violation of criminal and civil laws and the Contest Operator reserves the right to seek damages or other legal remedy to the fullest extent permitted by law.**

- 6) **LIMITATION OF LIABILITY:** To the extent permitted by law, the Released Parties are not responsible for errors in the offer or administration of the Contest, or any part of the Contest, including but not limited to, errors in the advertising, these Official Rules and Regulations, the selection and announcement of the winners or the distribution of any prize. In addition, the Released Parties shall not be liable for any damages caused or alleged to be caused by any: (a) entry, prize or other correspondence or data that is lost, stolen, late, garbled, distorted, delayed, damaged or misdirected for any reason; (b) failure, interruption, technical malfunction or delay; (c) e-mail, text message or other communication sent or received to or from the Contest Operator or any of its agents or designees, for any reason; (d) incorrect, untimely or inaccurate information, whether caused by users or by equipment or programming errors associated with or utilized in any part of the Contest; (e) technical or human error which may occur in the processing of any entry or entries in the Contest; (f) problems with the function of any website or website feature (including, without limitation any features thereon), howsoever caused; (g) malfunction of, or damage caused to, any telephone network or lines, computer equipment, data, software, online systems, servers or access providers; (h) functionality lost due to not having cookies enabled; (i) traffic congestion on the Internet; (j) security or privacy of information transmitted via telephone or computer networks; (k) breaches of privacy due to interference by third party "hackers" or for any damage caused to or incurred by any entrant or any other person by reason of any such event or occurrence; or (l) printing errors appearing in these Official Rules and Regulations or related Contest materials. The Contest Operator may amend, terminate or withdraw the Contest (or amend these Official Rules and Regulations) without liability, at any time, at its sole discretion, subject to the approval of the Régie des alcools, des courses et des jeux, where required.
- 7) **VOID IF ALTERED/INTELLECTUAL PROPERTY:** Contest colouring sheets are void if illegible, altered or mutilated, and mask designs must not include the intellectual property of any third party other than Hockey Canada. All contest colouring sheets are the property of the Contest Operator and none shall be returned. By submitting the colouring sheet to the Contest Operator, the individual submitting the sheet, on his/her own behalf and on behalf of the Child, waives all copyright, trademark, moral rights and other proprietary rights associated with any design element appearing on the colouring sheet, and assigns those rights to the Contest Operator. The Contest Operator is not responsible for lost or late entries or entries that have been tampered with or are illegible. All decisions of the Contest Operator shall be final and shall not be subject to appeal.
- 8) **FACEBOOK, INSTAGRAM AND TWITTER:** Facebook, Instagram and Twitter: (i) have in no way sponsored, endorsed or administered the Contest; (ii) are not associated or connected with any part of the Contest in any manner whatsoever; and (iii) are not liable in any way whatsoever in regard to any matter, which relates to the Contest. You understand that you are providing your information to SOFINA and Hockey Canada and not to Facebook, Instagram or Twitter. Any questions, comments or complaints will be directed to SOFINA and Hockey Canada and not Facebook, Instagram or Twitter. Facebook, Instagram and Twitter are indemnified and held harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) for any claim related to the Contest including without limitation the publicity or administration thereof.
- 9) **SUBJECT TO APPLICABLE LAWS:** Each part of the Contest is subject to all applicable federal, provincial, municipal and local laws. The Contest Operator reserves the right to modify or terminate the Contest and these Official Rules and Regulations, or any portion thereof, at any time without notice to you, subject to the approval of the Régie des alcools, des courses et des jeux, where required. The Contest is VOID WHERE PROHIBITED BY LAW.
- 10) **RESIDENTS OF QUEBEC:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**PRIVACY STATEMENT:** Personal information collected during the administration of the Contest, or any part of the Contest, will only be used in conjunction with executing the terms of the Contest as described in these Official Rules and Regulations. All collected personal information will be held at 400 Kipling Ave, Toronto ON, M8V 3L1. Individuals can access their personal information and make corrections by contacting Janesdesignamask@hockeycanada.ca By entering any part of the Contest, the Contest Operator, and Hockey Canada, may collect and use the information you provide on the colouring sheet, including your name, age and contact information as well as your Child's information, to qualify you for the Contest and to contact you for the purposes of administration of the Contest. When providing your Child's information, you represent that you have obtained his/her consent to doing so.

Information collected from entrants is subject to the Sponsor's privacy policy, available at: [www.sofinafoods.com/policies](http://www.sofinafoods.com/policies). Names collected for this Contest will not be sold to any third party nor used in any other way without CASL-compliant opt-in permission by an individual.