

COMMUNITY RESTORATION PROJECT

PRESENTED BY  CALGARY HITMEN
FOUNDATION

Calgary Hitmen Community Restoration Rules and Regulations

THE HITMEN COMMUNITY RESTORATION PROJECT (THE "CONTEST") IS INTENDED TO BE CONDUCTED IN ALBERTA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. PARTICIPANTS MUST BE THE AGE OF MAJORITY OR OLDER IN ALBERTA AT THE TIME OF ENTRY. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE "CONTEST RULES").

1 Contest period.

(a) The Contest begins on Tuesday, February 14, 2017 at 11:59 pm MST and applications will be taken until Tuesday, March 28, 2017 at 11:59 pm MST (the "Contest Period") three communities will be selected as the top three eligible candidates and announced on the Calgary Hitmen website where a live voting platform will be in place to determine the successful community for a period of two weeks. Voting will be open for six weeks and the community with the most votes will be awarded the \$50,000 donation.

2 Eligibility

All applying communities review the following eligibility before a formal application is submitted:

- Communities must be a registered not for profit organization or a registered charity
- The successful community will not be selected based on demographics, however statistical demographics are required in the application obtained from Stats CAN public listing
- Community must be located within a 50 km radius of Calgary City Limits
- All projects must have the goal of improving the lives of residents through access to recreation or wellness.
- Examples of this include: parks, playgrounds, outdoor rinks and arenas.
- The community must demonstrate the ability to fully execute the refurbishment proposed through a well thought out business plan, budget and funding proposal.
- This application must include an already commenced fundraising plan. Only communities that are already raising funds for a project and have acquired funds from other sources (private, personal or public) at the time of the application will be eligible.
- A formal presentation of the application may be requested
- Three communities will be selected and the successful community will be determined by an external contest based on votes.
- The three communities selected to proceed to the voting phase, will be based on: need, scope, project timeline, funding previously acquired, benefit to residents and community, proposed project usage stats, proposed need to residents, level of impact \$50,000 would make to the project, application quality, diligence and budget.
- If your community is selected as one of the three finalists all communities will solicit for votes for their community to be selected. The reasons and communication vehicles a community uses to encourage and promote voting is at the discretion of the community group and clearly outlined in the area is the original application.
- The community with the most votes by (insert date) will be awarded \$50,000 from the Calgary Hitmen Foundation. Voting will take place on a public website and results will be public at all times. The final results and tallies will be published on the Calgary Hitmen website
- The Calgary Sports and Entertainment Corporation, the Calgary Hitmen and Calgary Hitmen Foundation are not responsible for any phase of the refurbishment, construction or additional fundraising for the project.

The following individuals are not eligible to enter:

(a) Employees, officers, directors, agents, and representatives of: (i) Calgary Sports & Entertainment Corporation (Calgary Flames, Calgary Hitmen, Calgary Roughnecks, Calgary Stampeders, Adirondack Thunder and Stockton Heat), are not permitted to submit an application for his or her community.

3 How to enter.

Entry into the Contest is subject to these Contest Rules and Eligibility, including without limitation the conditions of entry set forth below. To enter the Contest

(a) Community must submit a formal application to the Calgary Hitmen through www.hitmenhockey.com (insert exact url) Applications must meet all eligibility requirements in order to be included in the submission

(b) If the applicant does not have access to a computer, mailed entries can be sent to: 555 Saddledome Rise SE, Calgary AB, T2G 2W1: ATTENTION CALGARY HITMEN FOUNDATION with the accompanying application. Mailed or dropped off applications must be received by Tuesday, March 28, 2017 at 11:59 pm MST. The Calgary Hitmen and Calgary Hitmen Foundation are not responsible for any entries not received.

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4 Ineligible Attempts at Entry.

Any attempt or suspected attempt to enter the Contest in a fashion not authorized by these Contest Rules or Eligibility 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 Contest Rules, as determined in the Sponsor's sole discretion, will be judged null and void and disqualified. Only Entries received by the Sponsor will be considered.

5 Proof of Identity.

The Calgary Hitmen and Calgary Hitmen Foundation shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest from the applicant or community. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Calgary Hitmen and Calgary Hitmen Foundation 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.

6 Conditions of Entry.

By entering the Contest, you: (a) agree to be bound by these Contest Rules, including without limitation the eligibility requirements set forth herein; (b) agree to be bound by the decisions of the Calgary Hitmen and Calgary Hitmen Foundation and its representatives, which decisions are final, binding and conclusive (without appeal) on all matters relating to the Contest

7 Winner Selection.

Following the submission deadline on March 28, 2017 three contending communities will be chosen based on applications as the top three contenders to be awarded the \$50,000 prize. Each community will need to submit a video to be publicized on the Calgary Hitmen website for voting on April 10th. The community with the most votes will win. Online voting will begin on April 12 and conclude on April 26.

Multiple votes online will be permitted. Website voting will close at 11:59 pm on April 26.

The Calgary Hitmen or its designated representative will make three (3) attempts to contact the Selected Entrant by telephone or email (using the information provided at the time of entry) within three (3) business days of the Draw Date. If the Selected Entrant cannot be contacted within three (3) attempts or three (3) business days of the Draw Date (whichever occurs first), or there is a return of any notification as undeliverable; then that selected entrant will be disqualified and the Sponsor reserves the right, in its sole discretion and subject to time constraints, to randomly select an alternate eligible entrant from among the remaining eligible.

8 Contest Prize

There will be one (1) grand prize which will consist of \$50,000 CDN (the "Grand Prize"). The prize will be delivered as a cheque and must be paid to a not for profit organization. An individual community board or management member is ineligible to receive the grand prize.

General Prize Conditions. Any prizes awarded pursuant to these Contest Rules are subject to the following terms and conditions: (a) prizes must be accepted as awarded, without substitution, transfer, exchange or assignment, unless otherwise determined in the sole discretion of the Sponsor and/or the prize supplier(s); (b) prizes will not be replaced if lost, destroyed, mutilated or stolen;

9 Consent to Publicity.

By being declared a Selected Entrant, if applicable, you authorize the Sponsor and its licensees, successors, assigns, agents, representatives and employees the right, licence and permission to record, photograph and/or otherwise capture or document you and/or your likeness, including without limitation your voice and any statements you may make regarding the Contest prize, by any available means, and to use any such recordings, photographs or documents, as well as your image and/or likeness appearing therein, and your biographical information, including your name, city and province/territory of residence, throughout the world and in perpetuity, in all manner and media, whether now known or hereafter devised, for advertising or promotional purposes relating to the Contest (or any substantially similar contest), without limitation and without compensation or additional consideration, notification, or permission of any kind, unless prohibited by law; and you waive any rights that you may have or that may otherwise exist in respect of any materials produced pursuant to the foregoing, including without limitation rights of inspection, approval, compensation, additional consideration or notification, and moral rights.

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10 Limitation of Liability.

The Releasees are not responsible for: (a) stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; (b) lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider, website, or other connections, including those through and/or by any website; (c) jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (d) failures or malfunctions of phones, phone lines or telephone systems, any error, omission, interruption, defect or delay in transmission, processing, or communication; (e) non-delivered, misdirected, blocked, or delayed email notifications; (f) printing, typographical or other errors appearing within these Contest Rules, in any Contest-related advertisements or other materials; or (g) 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 the 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 a prize or in any Contest-related materials, or the cancellation or postponement of any event; or (h) any injuries, losses, damages, claims, actions of any kind, whether in contract, tort or otherwise, arising out of or resulting from, in whole or in part, directly or indirectly, from or arising in connection with participation in the Contest (including any physical injury suffered by the entrant) or the acceptance, possession, use, misuse, or non-use of any Contest prize (or any portion thereof) that may be awarded, or for claims based on publicity rights, copyright or intellectual property infringement, defamation or intrusion of privacy.

11 Privacy.

By entering the Contest, you consent to the Calgary Hitmen and Hitmen Foundation's collection and use of your personal information for purposes of administering the Contest in accordance with these Contest Rules and selecting any Contest winner(s). All information collected by the Sponsor is subject to Canadian Hockey League (CHL) Privacy Policy available at http://www.chl.ca/privacy_policy. If you are selected as the prize winner, you consent to the Sponsors disclosure of your personal information to any Contest prize provider(s) for purposes of prize fulfillment and the purposes set forth in Section 9 herein. You understand and agree that, should your personal information be provided to any prize provider, your information will be subject to that prize provider's privacy policy and information handling standards and practices. Entrants may be given the option to receive commercial emails and/or other communications the Calgary Hitmen or Calgary Hitmen Foundation or other parties; however, eligibility to participate in the Contest is not dependent upon an entrant's consent to receive any such emails or communications, and consenting to receiving such emails or communications will not impact an entrant's chances of winning. The Sponsor will not send informational or marketing communications to entrants, unless entrants consent to receive such communications in accordance with applicable laws. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided in any of these communications. Please consult the CHL Privacy Policy referenced above for further information on how [the Calgary Hitmen Hockey Club] collects, uses, and discloses personal information. Any questions or concerns with respect to communications from the Sponsor may be addressed to the Calgary Flames Chief Financial Officer, Cam Olson at colson@calgaryflames.com Where you elect to receive informational or marketing communications from a party other than the Sponsor, you consent to the Sponsor disclosing your personal information to such other party to this end, and you understand and agree that, once so disclosed, your information will be subject to that other party's privacy policy and information handling standards and practices.

12 Consent to Receive Electronic Messages Relating to the Contest.

By entering the Contest and providing an Entry, each Entrant hereby consents to receive commercial electronic messages, including via email and social media, from the Calgary Sports and Entertainment Corporation relating to their involvement in the Contest. Such consent may be withdrawn at any time by contacting the Calgary Sports and Entertainment Corporation and Calgary Hitmen Foundation at the coordinates set out below. Further information relating to this consent is as follows:

Organization Seeking Consent: Calgary Sports and Entertainment Corporation and Calgary Hitmen Foundation

Contact Information: Calgary Sports and Entertainment Corporation 555 Saddledome Rise S.E., Calgary, Alberta T2G 2W1
email: customerservice@calgaryflames.com

Contact Information: Calgary Hitmen Foundation 555 Saddledome Rise S.E., Calgary, Alberta T2G 2W1
email: cgoudie@calgaryflames.com

13 Cancel and Amend.

The Calgary Hitmen and Calgary Hitmen Foundation reserves the right to cancel, modify, or suspend any Contest or to amend these Contest Rules at any time and in any way, without prior notice, for any reason whatsoever and without any liability to the Entrant. Without limiting the foregoing, if for any reason the 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 the Sponsor, then the Sponsor reserves the right to cancel, suspend or modify the Contest.

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14 Conduct.

The Calgary Hitmen and Calgary Hitmen Foundation reserves the right, in its absolute discretion, to disqualify without notice, and/or ban from any contest, including future contests, any entrant that it finds to be: violating these Contest Rules; tampering or attempting to tamper with the Entry process or the operation of the Contest or the Website, violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsor property or service or any Third Party Service, rules, regulations, guidelines, standards and policies; and/or 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 the Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE, HITMENHOCKEY.COM, FACEBOOK, TWITTER, OR ANY RELATED WEBSITE OR SOCIAL MEDIA SITE OR TO 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, INCLUDING CRIMINAL PROSECUTION.

15 Identity of an Online Entrant.

If a dispute arises regarding the identity of any 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 the Sponsor 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 in the Sponsor's absolute discretion.

16 Language Discrepancy.

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

17 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. 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.

18 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 Alberta 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.