

## **Kal Tire Winter Ready, Ice Bound 2025 NHL Stadium Series™ Contest**

### **CONTEST OFFICIAL RULES AND REGULATIONS**

(the “CONTEST RULES”)

The Kal Tire “Winter Ready, Ice Bound 2025 NHL Stadium Series™ Contest” (the “Contest”) starts on December 9<sup>th</sup>, 2024, at 12:01 AM Pacific Standard Time (“PST”) and closes on February 1<sup>st</sup>, 2025 at 11:59 PM PST (the “Contest Period”). The Contest Sponsor and administrator is Kal Tire (hereinafter referred to as the “Contest Sponsor”). Kal Tire is located at 1540 Kalamalka Lake Road, Vernon, British Columbia, V1T 6N6.

**Eligibility:** To enter and to be eligible to win, a person must be a legal resident of Canada (excluding Quebec) and be nineteen (19) years of age or older at the time of entry into the Contest. Employees, officers, directors, agents and representatives of Kal Tire, the National Hockey League (“NHL”), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, (the foregoing NHL entities, collectively, the “NHL Entities”), their respective partners and associates (including any commercial account or fleet account members), advertising or promotional agencies and their immediate family members or persons with whom they are domiciled (whether related or not), are not eligible to enter or win a prize. “Immediate family member” means parents, sisters, brothers, children, husband and wife.

A “Contest Entrant” is an eligible person who has entered the Contest as described in herein.

**Contest overview:** The Contest is composed of one (1) randomly drawn winner.

**How to enter the Contest:**

a) Purchase any set of four (4) passenger or light truck tires from a Kal Tire store location in Canada during the Contest Period to be automatically entered into the Contest.

b) Manual entry:

#### **NO PURCHASE NECESSARY**

To manually enter the Contest, the Contest Entrant must send a letter requesting entry to the Contest to “Kal Tire Winter Ready. Ice Bound Contest,” 1540 Kalamalka Lake Road, Vernon, British Columbia V1T 6N6. To be considered valid, all letters must be post marked during the Contest Period and received on or before Feb. 1<sup>st</sup>, 2025, at 11:59 PM PST. Manual entries must include telephone number and/or email address of the Contest Entrant to be considered valid. The Contest Entrant will receive one (1) entry into the prize draw.

There is a limit of one (1) entry into the Contest per person during the Contest Period, regardless of method of entry.

To obtain information concerning the participating Kal Tire stores, the Contest Entrant may visit [kaltire.com](http://kaltire.com) to see a full list of Canadian locations.

The awarding of the prize:

All dollar amounts contained in these Contest Rules are denominated in Canadian Dollars.

One (1) prize will be awarded to one (1) eligible Contest Entrant who will be randomly selected from an electronic draw. If, for any reason, the prize remains unclaimed at the end of the Contest Period, the Contest Sponsor may proceed to draw another entry from the remaining eligible entries received or elect not to award the applicable prize. If for any reason a prize is awarded to an ineligible Contest Entrant, the Contest Sponsor may proceed to draw another entry from the remaining eligible entries received or elect not to award the applicable prize. No additional entries can be made for the prize.

There is one (1) prize (the “Prize”) available that could be won within the Contest Period, consisting of:

- Two (2) economy return flights from an international Canadian airport traveling to Columbus Ohio, two (2) nights double occupancy accommodation (one (1) room for two (2) people) in a local hotel, two (2) 2025 NHL Stadium Series™ tickets, an NHL® experience, and a \$500 prepaid credit card. Total approximate Prize value of \$7000.00 CAD.

The following terms and conditions apply to the trip:

- a. All other expenses and fees not mentioned herein are at the winner’s and/or his/her guest’s expense, including without limitation transport between the residence and the departure airport, activities, meals, beverages (alcoholic or non-alcoholic), tips and taxes not included, personal insurance, Internet access fees, minibar fees, room service, local and international phone calls, hotel security deposit, if required, expenses of a personal nature and travel documents, if applicable.

- b. The hotel selection and event tickets are at the Contest Sponsor's sole discretion.
- c. The winner and his/her guest must be eligible to travel to the United States of America. Travel dates will be departing on February 28<sup>th</sup>, 2025, and returning March 2<sup>nd</sup>, 2025. Travel arrangements must be made by the winner at least ten (10) days in advance with the travel agency in charge assigned by the Contest Sponsor. The winner must provide the travel agency with the name on his/her identification document used to travel, as well as the name and contact details of his/her guest. No modifications will be allowed once the travel arrangements are made.
- d. The winner and his/her guest must sign the declaration and release form (the "Declaration Form") provided in accordance with these Contest Rules and confirm therein that he/she complies with all eligibility terms and conditions under these Contest Rules to win and take part in the trip.
- e. The approximate value of the trip is based notably on the average value of flight transportation and accommodation for two (2) adults, which may vary according to the date and departure location. No compensation shall be given or may be claimed if the Prize value is lower.
- f. Winner and winner's guest must abide by all venue policies and event ticket terms and conditions, including any rules or regulations related to COVID-19. Contest Sponsor reserves the right to revoke the full or partial Prize from any winner or winner's guest who Contest Sponsor or venue personnel deem in their sole discretion may be intoxicated, be a safety or health risk, have violated any venue policy or law, or bring the Contest Sponsor or the NHL Entities into disrepute.

Prize has no cash value, is not transferable and cannot be redeemed for cash.

Draw Date & Place: Monday, February 3<sup>rd</sup>, 2025 at 10am PST, at Kal Tire's Vernon, BC Office.

The selected Contest Entrant will be informed by telephone number or email address within one (1) week of the Prize draw. Prize must be claimed from the Contest Sponsor on or before February 12<sup>th</sup>, 2025.

Before being declared a confirmed Prize winner, the Prize winner must (a) first correctly answer, unaided, a time-limited mathematical skill-testing question, without mechanical or other aid; (b) sign and return within ten (10) business days of receipt, a standard release (the "Declaration Form"), which (among other things): (i) acknowledges and agrees to the publication, reproduction and/or other use of the winner's name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Contest Sponsor in any manner whatsoever, including print, broadcast or the Internet; (ii) confirms understanding, acceptance and compliance with these Contest Rules; (iii) confirms acceptance of the Prize as awarded, and (iv) releases Kal Tire, the Contest Sponsor, the NHL Entities and any and all of their respective subsidiaries, affiliates, divisions, advertising or promotional agencies, Prize providers, administrators, employees, officers, directors, agents, representatives and participating Kal Tire stores, (collectively, the "Released Parties" or "Releasees") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of a Prize or any portion thereof.

Attempts will be made to contact the selected Contest Entrants by phone or email provided within seven (7) days following the respective draw date to provide instructions on how to claim the Prize, including details on the administration of the skill-testing question and the Release, and the selected Contest Entrant must be able to be reached within seven (7) days of the first attempt to make contact with him/her. The Contest Sponsor reserves the right to deliver the Prize in person to the selected winner in a formal ceremony if desired, provided this is at the selected winner's convenience. In the event that a selected Contest Entrant cannot be contacted within the specified amount of time described above, is not eligible, does not correctly answer the mathematical skill-testing question within the time limit, does not sign and return the Release within the specified time, cannot accept the Prize for any reason or does not otherwise comply with the Contest Rules, the Contest Sponsor shall have the right to disqualify that selected Contest Entrant, in which case he/she will not receive any Prize and shall forfeit all rights to the Prize, and the Released Parties or Releasees shall be fully and completely released and discharged from any liability or responsibility in this regard. In such event, the Contest Sponsor may, at its sole discretion, randomly select an alternative entry from the remaining eligible entries and proceed with the selected winner notification and qualification procedure outlined above.

(in which case the foregoing provisions of this section shall apply to such new selected Contest Entrant).

Odds of winning:

The odds of winning depend on the total number of eligible Contest entries received for the draw prior to the end of the Contest Period.

Prizes must be accepted as awarded and are not transferable or convertible to cash. The Contest Sponsor reserves the right in its sole discretion to substitute a Prize, in whole or in part, for a prize of equal or greater value, for any reason including due to any component of the Prize being unavailable or for any circumstances beyond its control. The refusal by a Contest Entrant to accept any Prize or part of the Prize releases and forever discharges the Contest Sponsor and its agents from all obligations related to the Prize, including delivery. The Contest Sponsor and the NHL Entities are not responsible if the event is postponed or cancelled.

Contest Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or any combination thereof, including any damage to a Contest Entrant's or any other person's computer and to any cellular phone or other property related to or resulting from participation in or downloading any materials relating to this Contest. For greater certainty, the Contest Sponsor is not responsible if the telephone number given by a Contest Entrant is incorrect, disconnected or no longer in service. Entry materials/data that have been tampered with or altered are void. If, for any reason, in the opinion of the Contest Sponsor, the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, the Contest Sponsor, at its sole discretion, reserves the right to cancel, terminate, modify or suspend the Contest (or to amend these Contest Rules) without notice. The Contest Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Contest Rules or otherwise in a disruptive manner, as determined by the Contest Sponsor in its sole discretion. The Contest Rules are subject to change at the discretion of the Contest Sponsor, without notice to Contest Entrants individually.

This Contest is void where prohibited or restricted by law and is subject to all federal, provincial, territorial and municipal laws and regulations of Canada and of each province, territory and municipality of Canada, respectively. The invalidity or unenforceability of any

provisions of these Contest Rules will not accept the validity or enforceability of any other provision. In the event that any provision of the Contest Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Contest Sponsor's failure to enforce any term of these Contest Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Contest Rules, the Contest Sponsor has sole and absolute discretion.

All entries are subject to verification at any time. The sole determinant of time for the purposes of valid entry in this Contest will be the Contest Sponsor's point-of-sale system.

Contest Sponsor assumes no responsibility for lost, late, delayed, destroyed or misdirected mail. No correspondence will be entered into except with selected Contest Entrant(s) or as stated in the Contest Rules.

By entering the Contest, all Contest Entrants consent to the collection, use and disclosure of their personal information by the Contest Sponsor of the Prize solely for the purpose of running the Contest and the awarding of the Prize, and that such personal information will not be sold or shared with any other third parties unless Contest Entrant consents via entry to share information with Kal Tire and its affiliated partners. All personal information collected will be securely stored on a server in Canada. By entering the Contest, Contest Entrants automatically agree to accept and abide by these Contest Rules. All decisions of the Contest Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of entries, are final and binding on all Contest Entrants in all matters as they relate to this Contest. Contest Entrants agree to release, forever discharge, indemnify and hold harmless the Released Parties or Releases from any and all injuries, liability, losses and damages of any kind resulting from their participation in the Contest or their acceptance, use or misuse of a Prize. Please see the Privacy Policy here: [www.kaltire.com/privacy-policy](http://www.kaltire.com/privacy-policy).

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