

## TENNIS CANADA SWEEPSTAKES: SPRING EDITION 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 TENNIS 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 before entering the Sweepstakes.

The "Tennis Canada Sweepstakes: Spring Edition" (the "Sweepstakes") begins on May 5<sup>th</sup>, 2024 at 10:00a.m. ET (the "Sweepstakes Start Date") and ends on May 15<sup>th</sup>, 2024 at 8:00p.m. ET (the "Sweepstakes End Date") (such period referred to herein as the "Sweepstakes Entry Period"). All times are measured by Eastern Time (ET) in Canada.

**SPONSOR:** The Sweepstakes is sponsored by and for the benefit of Tennis Canada (legal name Canadian Tennis Association) (the "Sponsor"), a non-profit national sports organization registered under the Canada Not For Profits Corporations Act with charitable status from CRA as a Registered Canadian Amateur Athletics Association under Registration Number 124323783RR0001.

**ELIGIBILITY:** The Sweepstakes is only open to (a) legal residents of Canada, except for the Province of Quebec; and (b) who are eighteen (18) years of age or older 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:** Participants may enter the Sweepstakes by visiting [www.tenniscanadasweeps.ca](http://www.tenniscanadasweeps.ca) (the "Sweepstakes Website") during the Sweepstakes Entry Period and following the on-screen prompts. If you purchase a ticket by donating: \$20 you will receive 20 entries; \$50 you will receive 100 entries; \$75 you will receive 300 entries, and \$100 you will receive 1000 entries. Participants will receive an email confirmation at the email address provided on the Sweepstakes Website. Ticket(s) purchased are not tax deductible. All donations are final and non-refundable.

2) **TO ENTER WITHOUT PURCHASE (i.e. TO ENTER WITHOUT MAKING A CONTRIBUTION TO YOUTH TENNIS):** Participation in the Sweepstakes is voluntary and does not require payment to the Sponsor. If you wish to enter the Sweepstakes without purchase, you may enter for free (“No Purchase Necessary”). To enter the Sweepstakes without making a purchase you must complete the following 2 steps:

**STEP 1:**

Visit [https://nationalbankopenon.5050central.com/Checkout/v1/kv/?PricePoint\\_1for0\\_Qty=1](https://nationalbankopenon.5050central.com/Checkout/v1/kv/?PricePoint_1for0_Qty=1) during the Sweepstakes Entry Period and provide the required entry information after which you will receive a confirmation email to 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 entry by mailing the Sponsor during the Sweepstakes Entry Period to Tennis Canada, 1 Shoreham Drive, Toronto, ON, M3N 3A6 with the following information:

- (a) Subject line: Tennis Canada Sweepstakes: Spring Edition
- (b) Write your full contact information: 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
- (c) Confirmation number provided from Step 1
- (d) Include the following statement: “I acknowledge that I have read, understand and agree to the Sweepstakes Official Rules.” on an 8.5”x11” paper and mail it in a sealed envelope with proper postage affixed to Tennis Canada to the address provided above. Limit one (1) entry per stamped outer envelope. Each successfully submitted mail-in entry, as directed herein, will receive one (1) entry in the Sweepstakes. You must provide all required information to be eligible to enter and win. Mail-in entries must be postmarked by May 15<sup>th</sup>, 2024, and received by Sponsor by May 22<sup>nd</sup>, 2024, to be eligible. Mail-in entries become the property of Sponsor and will not be returned. Mail-in entries must be delivered by a postal carrier via the Canada Post mail. Hand-delivered or in-person submissions will not be accepted by Sponsor or any of its employees, officers, directors, or representatives.

Entries using the No Donation Necessary method that do not clearly provide all of the above-listed information will be deemed ineligible (as determined in Sponsor’s sole discretion). Confirmation number provided by entrant in Step 2 must match confirmation number from Step 1 otherwise entry will be deemed ineligible.

There is no limit to the number of free entries submitted by an email address. Confirmation of receipt emails will not be sent for Step 2.

Each successfully submitted No Donation Necessary entry is worth 1 entry in the Sweepstakes. There is no limit to the number of entries any one person may have.

**PRIZING: All prizes shall collectively be referred to as “Prize” or “Prizes”**

1. **GRAND PRIZE:** On or about May 22<sup>nd</sup>, 2024, Sponsor will select one (1) Grand Prize Package Winner from the entire pool of entrants. The winner of the Grand Prize will be subject to all rules of eligibility, verification, confirmation and any and all other conditions as described in these Official Rules including, but not limited to, the Prize Conditions, Publicity and Liability Releases described herein. Subject to the conditions and Winner requirements provided in these Official Rules, one (1) official winner of the Sweepstakes (the “Sweepstakes Winners”) will win the following GRAND PRIZE PACKAGE:

**National Bank Open VIP Experience for two and a Meet and Greet with**

**Bianca Andreescu:** One (1) Winner and one (1) Guest will enjoy two (2) days of matches in our exclusive Chairs Lounge at Sobeys Stadium for the Semi-Finals (Sunday August 11<sup>th</sup>, 2024) and Finals (Monday August 12<sup>th</sup>, 2024) of the 2024 National Bank Open in Toronto including VIP access, complimentary food and beverages in the Chairs Lounge, and VIP parking or car service from the hotel to the tournament, a behind the scenes tour of Sobeys Stadium, Tennis Canada swag, a meet and greet with Bianca Andreescu, including memorabilia signed by Bianca, a two (2) night stay for two at the Hilton Toronto, \$500 CASH, and a digital photograph of you with Bianca to commemorate this priceless experience.

Should the Winner reside outside Toronto, travel to Toronto is not included and is the sole responsibility of the Prize Winner. (Approximate Total Retail Value: \$ 10,000 CAD)

(Collectively, the “Grand Prize(s)”). The winner of the Grand Prize Package will be subject to all rules of eligibility, verification, confirmation and any and all other conditions as described in these Official Rules including, but not limited to, the Prize Conditions, Publicity and Liability Releases described herein.

**CONDITIONS FOR ALL PRIZES:** No substitution and/or transfer of any Prize is permitted except in the Sponsor’s sole discretion. In order to receive the Prize, Winner and Guest(s) must i) provide their own travel/transportation to the Prize destination and ii) be able to travel to the Prize destinations on the specified dates for that specific Prize. If Winner and/or Guest(s) are not able to travel to the Prize destinations, Winner shall forfeit the Prize and Sponsor may elect to randomly select an alternative Potential Winner from all remaining eligible entries received. Winner and Guest(s) must comply with all hotel check-in requirements, including, but not limited to, the presentation of a payment card for incidental expenses which are the responsibility of the Winner. All fees, costs and expenses not specified in the Prize description as being awarded (including but not limited to travel, accommodations, transfers, meals, beverages, transportation, and incidentals), are the sole responsibility of the Winner. Prize(s) cannot be redeemed for cash and no cash alternative or prize substitution will be allowed, except in Sponsor’s sole discretion and except as provided herein. Sponsor is responsible only for Prize delivery and not Prize utility. Sponsor reserves the right, in its sole discretion, to substitute for the listed Prize, or any portion thereof, to one of equal or greater value if any advertised prize becomes unavailable for any reason.

Any and all federal and/or provincial tax liabilities as a result of acceptance of all or any portion of the Prize, as well as any other fees, costs and expenses not specified herein as being awarded, are the sole responsibility of the Winner of that prize unless otherwise specified herein. Inappropriate activity or behavior by the Winner and/or Guest(s) before or during any Prize may result in disqualification of the Winner and immediate termination of Prize in the Sponsor's sole discretion. The Sponsor is not responsible if the Winner does not use any portion of the Prize. The Sponsor is not responsible for the Winner's loss or the theft of the Prize, or any portion thereof. The Sponsor does not provide any type of insurance whatsoever and therefore, obtaining any insurance is the sole responsibility of the Winner and shall be procured at the sole expense of the Winner, if applicable. Sponsor makes no express and/or implied warranties of any nature whatsoever, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

**ODDS OF WINNING:** The odds of winning the Sweepstakes Grand Prize depends on the total number of eligible entries received during the Sweepstakes Entry Period. There is no limit to the number of entries the Sponsor may receive.

**SELECTION OF WINNERS (each winner of a Prize (including Early Bird Prizes) shall be a "Winner"):** On or about May 22<sup>nd</sup>, 2024 (the "Drawing Date"), Sponsor will select the potential Sweepstakes winners ("Potential Winners") 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 Prizes, such Potential Winners may be disqualified and the Sponsor may, in its sole discretion, select alternate Potential Winners 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 Prizes to alternate Potential Winners who will be selected by a random drawing from among the remaining eligible entries. The selected Potential Winners 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 matters 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 Winners 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 Winners 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 Winners notification or Affidavit is returned as unclaimed or undeliverable; (b) Potential Winners declines or cannot accept, receive or use the Prize for any reason; (c) Potential Winners are found to be ineligible to enter the Sweepstakes or receive the Sweepstakes Grand Prize; (d) Potential Winners fail to correctly answer the skill-testing question; (e) Potential Winners did not, cannot or does not comply with these Official Rules; or (f) Potential Winners fail to fulfill the Affidavit-related obligations, then the Potential Winners 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 of 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.

In addition to Winner requirements, Guest(s) must be 18 years of age or older and must complete and return liability release and publicity release (except where prohibited by law) in order to take part in any Sweepstakes Prize where Guests are included as part of the Prize.

**TAXES:** Any taxes which are payable on, or connected with, the receipt of the Sweepstakes Grand Prizes or Early Bird Prizes, are solely the responsibility of the winner thereof and must be paid by the winner in accordance with applicable federal, provincial and/or municipal tax laws. If you are a winner, it is important that you determine what federal and/or provincial taxes you must pay. Winners are 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 any tax liability that may be created when a winner claims any 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 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 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 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 Prize in any way.

**PUBLICITY RELEASE:** Except where prohibited or restricted by law, Winner's acceptance of, and Guest's participation in, the Prize, or any portion thereof, constitutes the Winner's and Guest's agreement, permission and consent for Sponsor and any of their designees to use and/or publish the 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 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. 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 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.tenniscanada.com/wp-content/uploads/2015/02/WEB-Privacy-Policy-1.pdf>.

**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 any prize; (d) telephone, electronic, hardware, software, network, Internet and/or computer malfunctions, failures and/or difficulties; (e) any inability of a winner to accept a prize for any reason;

(f) if a 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 prize and/or resulting from participating in this Sweepstakes and/or any promotion and/or 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 prizes 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 payments will be refunded, no winners will be selected, and no prizes 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 of 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 or any other 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, the entrant shall give the 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 Tennis Canada at Suite 100 – 1 Shoreham Drive, Toronto, ON M3N3A6. 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. Tennis Canada and associated logos are trademarks of Tennis Canada. Any other trademarks referenced or used in these Official Rules are used for prize identification purposes only and are the properties of their respective owners.  
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