

**SPORT CHEK / ATMOSPHERE / PRO HOCKEY LIFE / NATIONAL SPORTS /
MARK'S/L'ÉQUIPEUR
CUSTOMER SATISFACTION SURVEY CONTEST**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. INTERNET ACCESS REQUIRED.

EACH WINNER MAY BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND SIGN DOCUMENTATION, SUCH AS A RELEASE, WITHIN FIVE (5) BUSINESS DAYS, AS MORE FULLY DETAILED BELOW.

BY ENTERING THE CONTEST YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSORS (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

The Customer Satisfaction Contest (the "**Contest**") is open to residents of Canada and shall be construed and evaluated according to applicable Canadian law. Participants must be eighteen (18) years of age or older in their province/territory at time of entry. Void in whole or in part where prohibited by law. Entry in this Contest constitutes acceptance of these Contest rules (the "**Contest Rules**").

- 1. SPONSORS:** The Contest Sponsors are FGL Sports Ltd. and Mark's Work Wearhouse Ltd. (the "**Sponsors**") with its head office located at 205 Quarry Park Blvd, Unit 110, Calgary, Alberta, T2C 3E7. This Contest is also administered by the Sponsors. Any questions, comments or complaints must be directed to the Sponsors.
- 2. ELIGIBILITY.** To be eligible for this Contest, an individual must:
 - a) be a legal resident of Canada; and
 - b) be 18 years of age or older in his/her province or territory at time of entry.

Employees of the Sponsors, the solution provider Medallia Inc. ("**Medallia**"), and each of their affiliates, subsidiaries, related companies, advertising and promotional agencies (collectively, "**Promotion Entities**"), and the immediate family members (i.e., parents, spouses, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related), are not eligible to participate in the Contest.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion; to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

- 3. CONTEST PERIOD.** The Contest starts at 12:01 a.m. MST on October 1, 2020 and ends on December 31, 2020 at 11:59 p.m. MST (the "**Contest Period**"). The Contest Period will consist of 3 separate and distinct entry periods, with each entry period beginning at 12:01 a.m. MST on the

first day of each calendar month during the Contest Period and ending at 11:59 p.m. MST on the last day of that calendar month after which time that calendar month's entry period will be closed and no further entries shall be accepted (each an "**Entry Period**").

4. HOW TO ENTER.

(a) There is no purchase necessary to enter the Contest. Enter using the method of entry outlined below. No entries will be accepted by any other means.

- (i) **Online Survey Entries.** During the Entry Period, if you have made a purchase in-store at a participating Sport Chek, Atmosphere, National Sports, Pro Hockey Life or Mark's store, you will either be given a receipt that includes a link to a survey or receive an invitation with a link via email to complete a survey.

To complete the survey, visit:

1. www.sportcheksurvey.ca, if you made a purchase at Sport Chek;
2. www.atmospheresurvey.ca, if you made a purchase at Atmosphere;
3. www.nationalsportssurvey.ca, if you made a purchase at National Sports;
4. www.prohockeylifesurvey.ca, if you made a purchase at Pro Hockey Life;
5. www.marks-survey.com, if you made a purchase at Mark's; or
6. www.diteslequipeur.com, if you made a purchase at L'Équipeur,

(each a "**Survey Website**") and enter the requested information (first and last name, telephone number and/or email address, purchase date, store number, purchase amount, and/or survey code, as applicable) or click the link in the invitation email.

- (ii) **Entry without Survey.** During the Entry Period, mail a written request to enter with the following information enclosed: first name, last name, telephone number, and email address (if any). Mailed entry requests must be mailed in a self-addressed stamped envelope to the following address:

FGL Sports and Mark's Customer Service Contest
205 Quarry Park Blvd, Unit 110
Calgary, Alberta
T2C 3E78

Limit of one (1) entry per post-marked envelope. Each mailed entry must be completed by hand and not duplicated. Mailed entry requests must be received within the Entry Period. Successfully received mailed entry requests will receive one (1) entry into the Entry Period that corresponds to the date in which the entry was received.

(each an "**Entry**" and collectively the "**Entries**")

- (b) Limit of one (1) Entry per person per Banner per Entry Period. For clarity, "Banner" means either Sport Chek, Atmosphere, National Sports, Pro Hockey Life, Mark's or L'Équipeur. Creation and use of multiple or alias email accounts and/or any automated, macro, script, robotic or other system(s) or program(s) in order to exceed the limits on Entries permitted by

the Contest Rules may result in the disqualification of all Entries from such accounts as well as disqualification of the entrant from the Contest.

- (c) In the event of a dispute regarding who submitted an Entry, the authorized subscriber of the email account or telephone number used to participate in the Contest at the time of entry will be deemed to be the entrant. The authorized account subscriber is defined as the natural person who is assigned an email account or telephone number that can be verified by Sponsors. For further clarity, for the purpose of the Contest Rules, "authorized account subscriber" of a valid email account or telephone number is defined as the natural person who is assigned an email address or telephone number by an internet access provider, on-line service provider, telecommunications provider or other organization responsible for assigning email addresses for the domain associated with the email address or telephone number (as applicable). Each winner may be required to provide the Sponsors with proof that the winner is the authorized account holder of the email account and email address or telephone number that is associated with the winning Entry. If an entrant opts to use his/her email account via a wireless mobile device (which is not required to enter the Contest), standard text messaging and/or data rates may apply for each message sent or received. Wireless carriers' rate plans may vary, and entrants should contact their wireless carrier for more information on messaging rate plans and charges relating to participation in the Contest. Entrant also understands that mobile device service may not be available in all areas.
- (d) By participating in this Contest, entrant acknowledges, represents and warrants that: (i) the Entry does not contain any material that is libelous, defamatory, profane or obscene and does not violate any laws relating to hate speech or otherwise; (ii) the Entry is an original work, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Entry or any part thereof and that all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsors to use the Entry as contemplated by these Contest Rules; (iii) the Entry does not infringe upon the intellectual property or other statutory or common law rights of any third party; and (iv) if applicable, any minor shown in the Entry and the submission of the Entry is made with any required consent of a parent and/or legal guardian of such minor.
- (e) You agree that the Sponsors may, at any time, edit, modify or remove the Entry, in whole or in part, and may disqualify an entrant from the Contest if the Sponsors believe, in their sole discretion, that the entrant has breached any of the representations and warranties made above including, without limitation, on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech.
- (f) By submitting this Entry you, the entrant, confirm that you have obtained all required consent for use and publication of the Entry for the purpose of this Contest, from all individuals who may appear in the Entry being submitted.
- (g) All Entries become the sole property of the Sponsors and will not be returned for any reason. By submitting the Entry, the entrant assigns to the Sponsors all of entrant's right, title and interest, including copyright, in and to the Entry, throughout the world in perpetuity. For greater certainty, the entrant acknowledges that, as a result of this assignment, the Sponsors will have the exclusive and perpetual right to exploit the Winner's name, photograph or likeness, and the Entry in any media now known or later developed in whatever ways the Sponsors may determine in their sole discretion and to authorize others to do so. This includes, but is not

limited to, the right to reproduce, distribute, publish, exploit, display, communicate to the public by telecommunication, transmit, broadcast and otherwise use and exploit the Entry, in whole or in part and to edit, add to, or modify the Entry in any way, all without further obligation or compensation of any kind to the entrant. By submitting the Entry, the entrant waives all of its so-called "moral rights" that it may enjoy in any territory throughout the world in relation to the Entry. Upon request by the Sponsors, the entrant agrees that it shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the assignment of the entrant's rights in the Entry.

- (h) Entries must be received no later than the end of the respective Entry Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those (1) selected for a prize; or (2) that have sent questions or other communication to the Sponsors in addition to making an Entry.

5. PRIZES.

- (a) The prizes are hereafter referred to as the "**Prizes**", each a "**Prize**". The confirmed Prize winners are hereafter referred to as "**Winners**", each a "**Winner**".
 - (i) There are a total of six (6) Prizes available to be won during the Contest Period. There are two (2) Prizes available to be won during each Entry Period (as outlined in Section 3). Each Prize to be won during each Entry Period consist of the following:
 - a. one (1) five hundred dollar (\$500) gift card with an approximate retail value ("ARV") of five hundred Canadian dollars (\$500 CAD). The gift card awarded depends on the Survey Website to which the winning Entry was submitted, as follows:
 - a. If the entry was received via the Sport Chek or Atmosphere Survey Website, the Prize will be one (1) five hundred dollar (\$500) gift card to Sport Chek and Atmosphere; or
 - b. If the entry was received via the Pro Hockey Life Survey Website, the Prize will be one (1) five hundred dollar (\$500) gift card to Pro Hockey Life; or
 - c. If the entry was received via the National Sports Survey Website, the Prize will be one (1) five hundred dollar (\$500) gift card to National Sports;
 - d. If the entry was received via the Mark's Survey Website, the Prize will be one (1) five hundred dollar (\$500) gift card to Mark's; or
 - e. If the entry was received via the L'Équipeur Survey Website, the Prize will be one (1) five hundred dollar (\$500) gift card to L'Équipeur)
 - (ii) The total ARV of all the Prizes is three thousand Canadian dollars (\$3,000 CAD).
 - (b) Winners are not entitled to monetary difference between actual Prize value and stated ARV of the Prize, if any.
 - (c) Each Prize will be distributed within fifteen (15) business days after the Winner has been successfully contacted, notified of his/her Prize and fulfilled the requirements set out herein.

- (d) The Prize must be accepted by the Winner as awarded and cannot be transferred, exchanged, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and has no cash value. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.
- (e) The Sponsors shall not assume any liability for lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

Prize Winners shall be selected as follows:

- (a) Each draw will take place at 12:00 p.m. MST in Calgary, Alberta, on the first Friday of the calendar month following the end of the applicable Entry Period where two (2) entrants will be selected by a random electronic draw (using random.org which will generate a random number that will match up against a list of the eligible entrants) from all eligible Entries received during the respective Entry Period. The odds of being selected as a potential winner are dependent upon the number of eligible Entries received by the Sponsors for each respective Entry Period. Before being declared a Winner, each selected entrant shall be required to: (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by email; (ii) comply with the Contest Rules, and (iii) sign and return the Confirmation and Release (described below).
- (b) Each selected entrant will be notified by telephone or email no later than 2:30 p.m. MST on the respective draw date. The Sponsors will make a minimum of three (3) attempts to contact the selected entrant by telephone or email within ten (10) business days of the draw date. Upon notification, each selected entrant must provide required information in compliance with these Contest Rules to the email provided in the notification, and the selected entrant's response must be received by the Sponsors within **five (5) business days** after being notified. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive the Prize and another entrant may be selected, in the Sponsors' sole discretion, until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
- (c) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing dates to award the correct number of Prizes.
- (d) ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSORS, WHOSE DECISIONS ARE FINAL. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSORS WILL NOT ACCEPT OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

7. **RELEASE.** Each Winner will be required to execute a release and waiver ("**Confirmation and Release**") that confirms Winner's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Promotion Entities, Canadian Tire Associate Dealers, and each of their respective subsidiaries, affiliates, related companies, employees, directors, officers, suppliers, agents, Sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; (iv) grant to the Sponsors the unrestricted right, in the Sponsors' individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, photograph or likeness, and the Entry, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof; (v) assignment to the Sponsors all of Winner's right, title and interest, including copyright in and to the Entry, throughout the world in perpetuity and acknowledgment that, as a result of this assignment, the Sponsors will have the exclusive and perpetual right to exploit the Winner's name, photograph or likeness and the Entry in any media now known or later developed in whatever ways the Sponsors may determine in their sole discretion and to authorize others to do so, including without limitation, the right to reproduce, distribute, publish, exploit, display, communicate to the public by telecommunication, transmit, broadcast and otherwise use and exploit the Entry, in whole or in part and to edit, add to, or modify the Entry in any way, all without further obligation or compensation of any kind to the Winner; (vi) waiver of all of Winner's so-called "moral rights" that it may enjoy in any territory throughout the world in relation to the Entry, to the maximum extent permitted by law; and (vii) acknowledgement that, upon request by the Sponsors, Winner shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the assignment of Winner's rights in the Entry. The executed Confirmation and Release must be returned within five (5) business days of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.
8. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, including without limitation any claims of infringement of rights to copyright, privacy and/or personality.
9. **LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for: (a) lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete Entries, notifications, responses, replies or any Confirmation and Release; (b) any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry; (c) any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest; (d) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries; (e) any problems, failures or technical malfunction of any telephone

network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the internet, at any website, or on account of any combination of the foregoing; (f) any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest. The Releasees make no warranty, guaranty, or representation of any kind concerning any Prize and disclaim any implied warranty, guaranty, or representation.

- 10. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be made available online on the Survey Websites. Entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online Sponsors' property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Caution: Any attempt to deliberately 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 but not limited to criminal prosecution.

11. PRIVACY / USE OF PERSONAL INFORMATION.

- (a) By participating in the Contest, entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, the Entry, telephone number, and email address for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (ii) grants to the Sponsors the right to use his/her name, photograph or likeness, and the Entry for Contest administration, publicity, and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsors may disclose his/her name, photograph or likeness, and the Entry to third-party agents and service providers acting on behalf of the Sponsors in connection with any of the activities listed in (i) and (ii) above.
- (b) The Sponsors will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Sponsors' Privacy Policy at:

<https://www.sportchek.ca/help-desk/safety-and-security/privacy-policy.html> and
<https://www.marks.com/en/help-desk/company-information/privacy-policy.html>.

The Sponsors' Privacy Policy outlines its commitment to safeguarding Personal Information.

- 12. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, copyrights and any other intellectual property and trade secrets

contained in any materials including without limitation print, digital and any other media are owned by the Sponsors and/or their affiliates, unless otherwise stated. All rights are reserved. Unauthorized copying or other use of such material without the express written consent of its owner is strictly prohibited.

13. **TERMINATION.** The Sponsors reserve the right to terminate the Contest, in whole or in part, and/or to modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
14. **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. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL AN ENTRANT BE PERMITTED OR ENTITLED TO OBTAIN (AND HEREBY WAIVES ALL RIGHTS TO SEEK OR CLAIM) INJUNCTIVE, EQUITABLE, OR OTHER NON-MONETARY RELIEF OR AWARDS FOR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING LAWYERS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (IF ANY), NOT TO EXCEED TEN DOLLARS (\$10), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.
15. **SEVERABILITY.** If any term or condition of the Contest Rules is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Contest Rules.
16. **OFFICIAL RULES.** These Official Rules are available on the Survey Website at www.sportcheksurvey.ca, www.atmospheresurvey.ca, www.nationalsportssurvey.ca, www.prohockeylifesurvey.ca, www.marks-survey.com and www.diteslealequipeur.com or by sending a self-addressed, stamped envelope to "Mark's and FGL Customer Satisfaction Contest – Rules Request," c/o FGL Sports Ltd. Customer Service, 205 Quarry Park Blvd, Unit 110, Calgary, Alberta, T2C 3E7. Limit one (1) request per outer envelope. Rules requests must be received during the Contest Period.
17. **LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail.
18. **QUÉBEC.** 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 board only for the purpose of helping the parties reach a settlement.
19. **SPONSORS.** The Sponsors of the Contest and the address at which the Sponsors may be contacted is FGL Sports Ltd. and Mark's Work Wearhouse Ltd., 205 Quarry Park Blvd, Unit 110, Calgary,

Alberta, T2C 3E7. Reference to third parties in connection with the Prize is for reference and identification purposes only and not intended to suggest endorsement, Sponsorship or affiliation with Sponsors or the Contest.