

## **FOLLOW THE CUP CONTEST**

### **OFFICIAL 2010 CONTEST RULES**

**THE FOLLOW THE CUP** CONTEST IS A CONTEST DESIGNED TO TEST THE ENTRANT'S PROGNOSTICATION SKILL IN PREDICTING THE PERFORMANCE OF VARIOUS COMBINATIONS OF HOCKEY PLAYERS DURING THE 2009-2010 NORTH AMERICAN PROFESSIONAL HOCKEY LEAGUE PLAYOFFS (THE "PLAYOFFS"). CHANCES OF WINNING DEPEND UPON THE ENTRANTS' SKILL IN THE SELECTION OF HOCKEY PLAYERS IN THE POOL AND THE NUMBER OF PARTICIPANTS REGISTERED. THE CONTEST IS PROVIDED SOLELY FOR ENTERTAINMENT PURPOSES AND CANNOT BE USED IN CONNECTION WITH ANY FORM OF GAMBLING.

#### **1. CONTEST SPONSOR**

The "Follow the Cup" hockey pool Contest (hereafter referred to as the "Contest") is administered by Agence Braque (hereafter referred to as the "Agency"), whose offices are located at 19, rue Le Royer Ouest, Suite 200, Montreal, Quebec, H2Y 1W4. Any enquiry about this Contest can be made by postal mail at this address and needs to mention "Follow the Cup Contest". The Contest advertising sponsor is Choice Hotels Canada Inc. (hereinafter referred to collectively with the Agency as the "Contest Sponsors").

#### **2. CONTEST REGISTRATION, CONTEST PERIOD AND ENTRY DEADLINE**

You may register for free, beginning on or about April 6, 2010. The "Contest Period" begins on April 14, 2010 at 7:00 PM (EST) and ends immediately after the final game of the 2009-2010 Playoffs to be decided (the "Contest Closing Date"). The deadline for Contest registration, receipt of your fantasy team roster and your confirmation of that roster is April 16, 2010 at 6:00 PM (EST). No purchase, expenditure or investment is necessary to enter this Contest.

#### **3. DATE, TIME AND PLACE OF WINNER DETERMINATION**

Friday June 18, 2010 at 10 AM (EST) at Agence Braque, 19, rue Le Royer Ouest, Suite 200, Montreal, Quebec, H2Y 1W4.

#### **4. ELIGIBILITY AND ODDS OF WINNING**

- I. The Contest is open to Canadian residents who have reached the age of majority in the province or territory of residence at the time of entering the Contest.
- II. All employees, representatives and agents of Agence Braque, Choice Hotels Canada Inc. and affiliated sponsors, advertising and promotional partners, as well as their respective directors, officers, employees, representatives and agents of the supplier of the prizes, goods and services associated with this Contest, as well as any individuals residing with any of the aforementioned persons are not eligible to enter the Contest.
- III. Chances of winning will depend on the total number of eligible entries received and participants' skill in the selection of hockey players in the pool.

## **5. TO ENTER**

- I. To enter, each participant must respect the eligibility conditions and all other conditions contained in these Official Contest Rules.
- II. Visit [choicehotels.poolexpert.com](http://choicehotels.poolexpert.com) (the “Contest Website”) and follow the instructions there to register for the Contest, complete the Contest entry form, and submit your roster. When entering, all lines on the Contest entry form must be completed unless indicated as optional.
- III. Only one (1) entry per person. Multiple entries will be disqualified. If the identity of an entrant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the server associated with [choicehotels.poolexpert.com](http://choicehotels.poolexpert.com) (the “Official Clock”).

## **6. HOW TO PLAY**

### **I. Roster composition**

Team rosters are comprised of fifteen (15) players, chosen among forwards and/or defensemen. In order for a roster to be complete, all 15 roster slots must be filled. Incomplete or non-compliant rosters will result in disqualification.

### **II. Scoring**

Participants will accumulate points in the pool as follows (the “Scoring System”):

1 pt per goal (G)

1 pt per assist (A)

Your roster line-up will carry over from round to round if you do not make any changes.

### **III. Bonus Scoring**

As an incentive to join Choice Privileges<sup>®</sup>, participants who are valid members of the Choice Privileges<sup>®</sup> reward program by the Contest Closing Date will receive ten (10) bonus points in the pool. Becoming a Choice Privileges<sup>®</sup> member is free. Only valid members of the Choice Privileges<sup>®</sup> reward program are entitled to the ten (10) extra bonus pool points.

## **7. INCOMPLETE AND RESCHEDULED GAMES**

In the unlikely event that any game is: (a) postponed, cancelled, delayed, or suspended, or otherwise not completed by 7:00 AM (EST), as determined by the Official Clock, on the

day immediately following the originally scheduled date for the game; or (b) considered by the officials for such game as incomplete for any reason, as at 7:00 AM (EST), as determined by the Official Clock, on the next day immediately following the originally scheduled date for the game; a notice will be posted on the Contest Website by the Agency as soon as reasonably possible, to indicate how points potentially accumulated from that game will be treated in the Scoring System.

## **8. AWARDING OF PRIZES**

- I. The three (3) participants who have accumulated the most points in the Contest at the end of the Playoffs and after the expiry of the discrepancy notice period described in Section 9 and after making any necessary adjustments therefore, will be deemed to be in 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place respectively.
- II. In the case of a tie situation, the following tie breakers will be used and in the following order:
  - i. Least Games Played - the participant with the least games played.
  - ii. Most Goals Scored – the participant whose active roster of players yields the most goals scored.
  - iii. First to register for the game – the participant that registered first as determined by the Official Clock.
  - iv. Random draw – a random draw will be conducted amongst the tied participants.

For greater clarity, where participants are tied for 1<sup>st</sup> place, the winner of the tiebreaker will be deemed in 1<sup>st</sup> place and the loser deemed in 2<sup>nd</sup> place; the winner of a 2<sup>nd</sup> place tiebreaker will be deemed in 2<sup>nd</sup> place, and the loser in 3<sup>rd</sup> place, etc.

- III. On June 18, 2010 at 10:00 AM (EST), at the Agency, the three (3) participants with the most points will be determined by an Agency representative from all eligible pool participants entered during the Contest.
- IV. On or around June 21, 2010, an Agency representative will contact each potential 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place winner by phone and/or email at the phone number and/or email address given on the entry form at [choicehotels.poolexpert.com](http://choicehotels.poolexpert.com). All three (3) potential winners will be sent a declaration of compliance and discharge of responsibility form (hereafter called the "Affidavit") to sign and return to the Agency before their prize can be awarded.
- V. Each participant must claim his or her prize according to the Agency's instructions within a maximum of five (5) days from the date that he or she is first contacted. The Affidavit must be signed and returned no later than fifteen (15) days from the date the participant claimed his/her prize with the Agency.
- VI. To be declared a winner, selected participants must first correctly answer the mathematical skill-testing question via a telephone call.
- VII. If it is impossible to reach a participant within a period of fifteen (15) days from the first

contact date as described in Section IV above, or if a selected entrant does not comply with these Official Contest Rules, the selected participant will be disqualified and the next ranked participant from the remaining eligible participants will be selected by the Agency. For greater clarity, the next ranked participant will be the participant with the 4<sup>th</sup> highest score, the 5<sup>th</sup> highest score, and so on. The contact procedure will begin anew, until the prize can be awarded. Only selected participants will be contacted. To find out who the winners are, consult [choicehotels.poolexpert.com](http://choicehotels.poolexpert.com) or request a list (as described in Section 13.XIX) after July 18, 2010.

## **9. UPDATES, STANDINGS AND RESULTS**

### **I. Unofficial Standings and Results**

Unofficial updates (the “Unofficial Results”) will be posted on-line at the Contest Website on or about the day following the close of each day (each an “Unofficial Results Date”). In the event of a discrepancy respecting an Unofficial Result, the affected entrants must notify the Agency at the following e-mail address: [support@poolexpert.com](mailto:support@poolexpert.com) within seven (7) days after the Unofficial Results Date. In the event of a discrepancy between statistical reviews, the final statistics as posted on [choicehotels.poolexpert.com](http://choicehotels.poolexpert.com) will be considered official and final.

### **II. Official Standings and Results**

If no discrepancies have been e-mailed to [support@poolexpert.com](mailto:support@poolexpert.com) within seven (7) days after the Unofficial Results Date, it will be assumed the standings are correct and the Unofficial Results will become official at that time (the “Official Results Date”).

## **10. DESCRIPTION OF THE THREE (3) PRIZES**

### **GRAND (1<sup>st</sup>) PRIZE**

- I. One (1) weekend getaway for four (4) people in an NHL city in Canada (Montreal, Ottawa, Toronto, Edmonton, Calgary or Vancouver);

The prize includes:

- Roundtrip economy class airfare for four (4) people from a Canadian international airport closest to winner’s residence to an NHL city in Canada (Montreal, Ottawa, Toronto, Edmonton, Calgary, Vancouver);
- Two (2)-night stay in a double occupancy standard room at a local Choice Hotels<sup>®</sup> establishment at destination [to be determined by Contest Sponsors]
- Four (4) hockey tickets for the 2010-2011 regular NHL season
- Four (4) hockey jerseys
- \$500 in spending money

### **2<sup>nd</sup> PRIZE**

- II. A 52” flat screen LCD HD TV

### **3<sup>rd</sup> PRIZE**

- III. 100,000 Choice Privileges<sup>®</sup> points

## 11. VALUE OF PRIZES

The total estimated retail value of the prizes offered in connection with this promotional Contest are:

- I. Grand (1<sup>st</sup>) Prize: \$6,250\*
- II. 2<sup>nd</sup> Prize: \$2,000
- III. 3<sup>rd</sup> Prize: \$500\*\*

\*Estimated retail value may vary depending on travel departure and arrival destination, date of travel.

\*\*Choice Privileges<sup>®</sup> points have no cash or monetary value but are redeemable under the Choice Privileges<sup>®</sup> rewards program. The retail value of rewards obtained using Choice Privileges<sup>®</sup> points will vary depending on the Choice Privileges<sup>®</sup> reward schedule and other factors, details of which may be found at [choiceprivileges.ca](http://choiceprivileges.ca).

## 12. TRAVEL CONDITIONS

- I. The Grand Prize includes only what is specifically described above. The prize must be accepted as awarded and no substitutions will be allowed. The winner and his/her travelling companions will have to pay all other expenses including, but not limited to:
  - Cost of passport, tourist cards, vaccinations certificates and visas
  - Excess baggage charges
  - Any sales or Goods and Services Tax and any similar tax, if applicable
  - Any fuel surcharges or other additional costs levied by the air carrier
  - Travel and Medical insurance
  - Departure and arrival transfers and other travel costs
  - Personal expenses (food, beverages, souvenirs, in-room services, etc.)
  - Any non-included or paid excursions at the destination
- II. Choice of city, game date, departure date and hockey tickets section remains at the complete discretion of the Agency and will be awarded based on availability. Winner will be notified at least one (1) month before the departure date.
- III. Grand Prize winner and his/her travelling companions are also solely responsible for all costs incurred to and from the departure point as the Grand Prize originates and terminates there.
- IV. The trip is valid exclusively until the end of the 2010-2011 regular NHL season (October 7, 2010 to April 2011).
- V. Reservations cannot be combined with any other promotion.
- VI. Reservations and all travel-related arrangements must be made by the winner only, with no exceptions, by contacting MATUVU\* promotions & commandites (Hereafter "MATUVU") at (514) 658-5103.
- VII. In proceeding with the reservation, the winner and his/her travelling companions must have valid government issued photographic identification documents in their possession.

The winner must send, by fax or email to MATUVU, a photocopy of such documents. Failure to comply with this rule will result in reservations not being made and the forfeiture of the Grand Prize. No changes will be made to travel details once any portion of travel arrangements have been made, except at Contest Sponsors' sole discretion.

- VIII. It is the sole responsibility of the Grand Prize winner and his/her travelling companions to obtain all necessary travel documentation, as applicable to comply with any air transportation requirements. Contest Sponsors are not responsible if the winner and/or his/her travelling companions encounter any problems with airport security for whatever reason. Grand Prize winner and his/her travelling companions must be able to travel at the times and dates as determined by the Agency in their sole discretion and authority. Failure to comply with this rule will result in the Grand Prize being forfeited. It is recommended that Grand Prize winner and his/her travelling companions obtain sufficient personal insurance prior to departure.
- IX. Grand Prize winner must provide valid travel documents for both himself/herself and his/her travelling companions. Bookings are also subject to all rules and regulations of the applicable airline or other carrier.
- X. The winner and his/her travelling companions must travel together on the same flights.
- XI. As soon as the reservations are made, there are no possibilities of cancellation or change in the travelling dates or the names of the travelling parties.
- XII. Amenities provided may vary according to the destination. The winner will be advised of what is included in the prize prior to making the reservation.
- XIII. Should the trip or any related matters be cancelled for any reason beyond the control of all or any of the Contest Sponsors or organizers (natural disasters, weather, riots, political situations that may endanger the lives of all travelling parties, strikes or other), the trip will not be rescheduled and no compensation will be given. Also, any contractual obligation between Contest organizers and participating suppliers does not imply any type of reimbursement to the winner and/or travelling companions. All conditions and restrictions of all participating suppliers are applicable.

### **13. GENERAL CONDITIONS**

- I. All persons entering this Contest agree to comply with these Official Contest Rules and with the decisions of the authorized representatives of Contest Sponsors, which are irrevocable and shall be binding in law in all instances.
- II. The Grand Prize must be accepted as awarded or can be exchanged for an amount of CAD \$5,000.
- III. The Grand Prize cannot be transferred to another person and no substitution for another prize will be allowed.
- IV. Second (2<sup>nd</sup>) and third (3<sup>rd</sup>) prizes must be accepted as awarded and cannot be transferred to another person, replaced by another prize or exchanged for goods or cash. No substitutions will be allowed. The prizes are not exchangeable. All arrangements must be made by the winner only, with no exceptions, by contacting MATUVU at (514) 658-5103. Winners are solely responsible for all costs incurred in claiming and/or using any prizes.
- V. Deadline to claim a prize: July 18, 2010 at 10 AM (EST)

- VI. By participating in the Contest, winners agree to sign an Affidavit, whereby the winners agree to release and hold the Contest Sponsors, their affiliates and advertising and promotional partners, including their respective directors, officers and employees, free and harmless from all liability with respect to this Contest and the awarding of the prizes. Failure to sign and return the Affidavit in the required timeline will result in the disqualification and the forfeiture of the prize. Persons (or the parents/legal guardians of any legal minors) travelling as companions of the Grand Prize winner must also complete and return an Affidavit before airline tickets or other components of the Grand Prize will be awarded.
- VII. By entering the Contest, each participant consents to the use of his/her name, image, photo and/or voice for publicity purposes related to this Contest without financial compensation worldwide in perpetuity and in any form of media for purposes related to the Contest.
- VIII. In the event that any prizes cannot be awarded as described in the Official Contest Rules, the Contest Sponsors, their affiliates and advertising and promotional partners, including their respective directors, officers and employees, reserve the right to substitute for the prize in whole or in part one or more prizes of approximately the same value.
- IX. Refusal to accept a prize by a winner as awarded releases the Contest Sponsors, affiliates and advertising and promotional partners, as well as their respective directors, officers and employees, of all responsibility and obligations towards that winner.
- X. The Contest Sponsors, their affiliates and advertising and promotional partners, as well as their respective directors, officers and employees, shall assume no liability for any illegible, garbled, lost, late, delayed, destroyed or misdirected mail, e-mail or voicemail received, printing errors, technical, computer or telephone malfunctions, defect or failures of any computer equipment or software, fraudulent calls or any other error.
- XI. The winning individuals and any travelling companions release from any liability the Contest Sponsors, their affiliates and advertising and promotional partners, as well as their respective directors, officers and employees, for any damages, costs or expenses of any kind whatsoever, including but not limited to, accident, injury, death, loss of personal items, cancellation, delays or changes in schedule related to reservations, mishaps, loss of amenities, annoyances, disappointments or physical or mental anxieties or frustrations, as a result of acceptance or use of a prize or participation in the Contest.
- XII. The Contest Sponsors, their affiliates and advertising and promotional partners, as well as their respective directors, officers and employees, assume no responsibility of any nature whatsoever in any events where their inability to act is the result of an event or circumstance that is beyond their control, including strike, lock-out or any other labour dispute in their establishments or in the establishments of the firms or businesses whose services are used to hold this Contest.
- XIII. The Agency reserves the right to disqualify any person who it finds to be in violation of these Official Contest Rules or who tampers with the entry process. Any false declaration on the part of a participant automatically disqualifies him or her from the Contest. The Agency 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 for whatever reason.
- XIV. Any litigation regarding the conduct or organization of a publicity Contest may be submitted to the *Régie des alcools des courses et des jeux du Québec* for a ruling. Any

litigation respecting the awarding of a prize may be submitted to the *Régie des alcools des courses et des jeux du Québec* only for the purpose of helping the parties reach a settlement. Any decision taken by the Agency regarding the conduct of the Contest must be submitted for approval from the *Régie des alcools, des courses et des jeux du Québec*.

- XV. The English version of the Official Contest Rules will take precedence over the French version in the event of any discrepancies.
- XVI. Participation in the Contest constitutes acceptance of these Official Contest Rules. The Agency takes responsibility for its implementation and all its decisions are final and binding.
- XVII. All pertinent federal, provincial and municipal laws are applicable. All entries that do not respect applicable federal, provincial or municipal laws or the ensuing regulations will be void. All decisions made by the Agency on this subject are final and binding.
- XVIII. All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, rules, web pages, source codes, drawings, illustrations, slogans and representations in relation to the Contest are owned or used under license by the Contest 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.
- XIX. All entries become the property of the Agency. No correspondence will be entered into except with entrants requesting a copy of the Official Contest Rules by mail or requesting names of prize winners (available after July 18, 2010), for which a self-addressed, postage paid envelope must be included or with winners for the purposes of administering the Contest. Contest Sponsors do 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 transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials-data that have been tampered with or altered are void. If for any reason, in the opinion of the Contest Sponsors, in their sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond their control, Contest Sponsors reserve their right (subject only to the consent of the *Régie des alcools, des courses et des jeux*) to cancel, terminate, withdraw, modify, amend, extend or suspend the Contest, in whole or in part. Contest Sponsors reserve the right to modify the Official Contest Rules without materially affecting the terms and conditions hereof. The Contest Sponsors reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Contest Rules or otherwise in a disruptive manner. Any attempts to deliberately damage the Contest Website or any other website related to the Contest or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made the Contest Sponsors reserve their right to seek remedies and

damages to the fullest extent of the law. Contest Sponsors shall not be held responsible for any errors or negligence that may arise or occur in connection with the Contest including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of their participation in this Contest or from downloading any material from the Contest Website or any other website related to the Contest, where applicable.