

2019 FILA ROGERS CUP STREAK CHALLENGE

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** The 2019 Rogers Cup Streak Challenge (the “Game”) sponsored and administered by Tennis Canada, 1 Shoreham Drive, Toronto, ON M3N 3A6 (“Tennis Canada” or the “Sponsor”), is open only to participants who are legal residents of Canada and are of the age of majority in their province or territory. Officers, directors and employees of Sponsor, Fila Canada, ULC, 250 Howe Street, 20th Floor, Vancouver, BC, V6C 3R8, Canada (“Fila” or “Prize Provider”) and their respective affiliates, sections, districts, agents, advertising and promotion agencies or any other agencies or entities involved with this Game, and members of their respective families (parents, siblings, children, and spouse and their respective spouses) and/or those residing in the same household (whether related or not) of each of the above are not eligible to enter or win. By participating in this Game, participants agree to be bound by these Official Rules (these “Official Rules”). Tennis Canada reserves the right to disqualify from this Game any person it believes has violated these Official Rules.

A PARTICIPANT’S ENTRY INTO THE GAME WILL BE DEEMED TO BE A REPRESENTATION THAT SUCH PARTICIPANT: (i) IS A LEGAL RESIDENT OF CANADA (ii) IS OF THE AGE OF MAJORITY IN HIS OR HER PROVINCE OR TERRITORY OF RESIDENCE; AND (iii) AGREES TO BE BOUND BY THESE RULES AND TO BE FULLY RESPONSIBLE FOR HIS OR HER ENTRY IN THE GAME, INCLUDING, WITHOUT LIMITATION, ANY LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

2. **GAME PERIOD:** The Game begins on August 5, 2019, 07:00 a.m. (EST) and ends at the conclusion of the 2019 Rogers Cup tennis tournament, currently scheduled to end August 11, 2019, 23:00 p.m. (EST) (the “Game Period”). Such end date is subject to change due to weather cancellations affecting Rogers Cup play, and Tennis Canada reserves the right to extend or shorten the Game Period at their sole discretion. **NO PURCHASE NECESSARY.** A purchase will not increase a participant’s chances of winning. **VOID WHERE PROHIBITED.**

3. **Register to Play the Game:** Participants can register for the Game either through the Rogers Cup Website or the Rogers Cup App (the “App” or “Application”). To register for the Game via the Official Rogers Cup Website, visit rogerscup.com/streak (or <https://www.couperogers.com/fr/streak/> for French) and follow the sign-up instructions. At the Rogers Cup Website, participants may register using either an email account or Facebook Connect. To register for the

Game via the “App”, install the App using a compatible device as directed. Once installed, follow the instructions to launch the App and register for the Game, via either an email account or Facebook Connect. Please note: Standard data usage and other carrier fees may apply, and participants must check with their respective carrier for pricing details. Wireless service is not available in all areas. Limit one (1) Game registration per email address/ Facebook account.

Throughout the Game Period, Sponsor may release important updates concerning the Game for which a participant will receive notification via email, and by submitting an entry, each participant consents to receive these Game-related emails from Sponsor.

Incomplete registrations will be disqualified. Registrations will be declared made by the authorized account holder of the e-mail address or by the email address associated with the participant’s Facebook account. “Authorized account holder” is defined as the natural person who is assigned to the e-mail address by an Internet access provider, on-line service provider, or other organization (such as a business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The authorized account holder may be required to provide proof of identity. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted.

Participants in the Game may be given the option to receive commercial e-mails from Prize Provider, Rogers Cup, Tennis Canada and/or other commercial sponsors; however, eligibility to participate in the Game is not dependent upon participant’s consent to receive such e-mails.

4. **Playing the Game:** During the Game Period, participants will have the opportunity to answer three (3) questions each day of the 2019 Rogers Cup. If and when a participant provides two (2) consecutive correct responses, they will have started a streak. The streak will continue until the participant gets a question wrong, or until the end of the Game. In the event that a participant gets a question wrong, his/her streak will end, and will begin anew when he/she correctly answers another two (2) questions consecutively. Fila Prize Packs, as described in Rule 7 below, will be awarded throughout the tournament as part of a Daily Draw, subject to participant’s ability to correctly answer a time-limited mathematical skill-testing question (the “Skills Requirement”). The participant with the longest streak at the conclusion of the Game Period will be awarded the Grand Prize, subject to the satisfaction of the Skills Requirement and compliance with these Official Rules (the “Grand Prize Winner”). A participant may accumulate multiple streaks during the course of the Game. The participant’s longest streak overall will be considered as his or her entry for the Grand Prize.

5. **Grand Prize Drawing:** The participant with the longest streak (highest

number of correct answers in a row) at the end of the Game Period will be eligible to win the Grand Prize (as defined in Rule 7), subject to satisfaction of the Skills Requirement and compliance with these Rules: A trip for two (2) to the 2020 BNP Paribas Open in Indian Wells, all flights and hotel accommodation included, two (2) days' access to the tournament and food and beverage in the Fila suite, plus CN \$ 400 in daily spending money. See Rule 7 for full Grand Prize details. In the event of a streak tie, one (1) participant will be randomly selected by Tennis Canada. In all cases, Tennis Canada reserves the right to request proof of identity, residency and age, and participant will be deemed to have forfeited the prize if Tennis Canada, in its sole discretion, finds that the proof provided is unsatisfactory. Grand Prize Winner and his/her guest will be required to sign and return an affidavit of eligibility, a liability release, and, where lawful, a publicity release in favor of Sponsor and Prize Provider and/or their designees, within seven (7) days of the date of issuance or the Grand Prize will be forfeited. If a selected participant cannot be reached within five (5) days following the initial notification attempt, is found to be not in compliance with these Official Rules, fails to satisfy the Skills Requirement, fails to timely return the requisite documents in a timely manner, or if the prize notification or prize is returned as undeliverable, the Grand Prize will be forfeited and, at Sponsor's discretion, awarded to another eligible participant selected at random, subject to confirmation in accordance with these Official Rules.

6. **DAILY DRAWING:** One (1) Daily Draw Prize, consisting of a Fila Prize Pack as described in Rule 7, will be awarded each day from August 5-11, 2019 within the Game Period (each, a "Daily Draw Prize"). One (1) Daily Prize Winner will be randomly drawn from the eligible participants who have the longest streak each day (each, a "Daily Prize Winner"). The random drawing for all Fila Prize Packs will take place each night, for a maximum of eight (8) nights, during the Game Period at 23:00 EST and will be conducted by Tennis Canada at the Tennis Canada Toronto offices, whose decisions are final and binding on all aspects of this Game and not subject to appeal. Daily Prize Winners will, following satisfaction of the Skills Requirement, be announced the following morning and contacted via email to receive their prize. In all cases, Tennis Canada reserves the right to

request proof of identity, residency, and age, and a winner will be deemed to have forfeited the prize if Tennis Canada, in its sole discretion, finds that the proof is unsatisfactory. Daily Prize Winners will be required to sign and return an affidavit of eligibility, a liability release, and, where lawful, a publicity release, before receiving their Fila Prize Pack. If a selected participant cannot be reached within five (5) days following the initial notification attempt, is found to be not in compliance with these Official Rules, fails to timely return the requisite documents in a timely manner, or if the prize notification or prize is returned as undeliverable, the Daily Draw Prize will be forfeited and, at Sponsor's discretion, awarded to another eligible participant selected at random, subject to confirmation in accordance with these Official Rules.

7. **PRIZES: One (1) Grand Prize:** The Grand Prize Winner will receive, subject to satisfaction of the Skills Requirement and compliance with these Official Rules:

- o Roundtrip airfare for the Grand Prize Winner and one (1) guest of the age of majority in his/her province or territory in Canada ("Guest") to the 2020 BNP Paribas Open in Indian Wells (the "Tournament"), for Tournament dates March 9-22, 2020 (ARV: CN \$1,000 per roundtrip ticket)
- o Three (3) nights' standard, shared, double occupancy accommodation at Hyatt Regency or similar property (ARV: CN \$400 per night)
- o Two (2) days access for Grand Prize Winner and Guest to the Tournament in the Fila suite, including food and beverage (ARV: CN \$2000)
- o Four Hundred Canadian Dollars (CN \$400.00) in spending money for Winner and Guest to share.

The Grand Winner and Guest understand and acknowledge that they are responsible for additional airfare charges that may be incurred, including, but not limited to, baggage check charges, upgrades charges, in-flight snacks and entertainment, and ground transportation to and from both departure and arrival airports. Room selection is at Sponsor's discretion. Grand Prize Winner and Guest will be responsible for any damages caused to the hotel room provided. Grand Prize Winner and Guest will be solely responsible for any and all additional charges incurred, including, but not limited to, in-room dining and entertainment. Grand Prize Winner and Guest must comply with any accommodation requirements, such as the presentation of a major credit card.

The total approximate retail value of the Grand Prize is five thousand six hundred - Canadian dollars (CN \$5,600.00) based on sample departure from Montreal, Quebec for Grand Prize Winner and Guest. Actual value will vary, depending on point of departure of Grand Prize Winner and Guest, respectively.

Travel arrangements for the Grand Prize Winner and Guest must be arranged between the Grand Prize Winner, Guest and the Sponsor. The Grand Prize Winner and Guest will be solely responsible for all other incidental costs and expenses related to the Grand Prize not mentioned in these Official Rules, including without limitation, insurance and obtaining a passport. The Grand Prize Winner and Guest also acknowledge that should any complication(s) arise involving the transportation, including but not limited to, immigration, delayed or canceled flights, neither the Sponsor nor the Prize Provider will be responsible, and the Grand Prize Winner and the Guest shall be solely responsible, for arranging and paying for travel back to their place(s) of residence.

Eight (8) Daily Draw Prizes: Each day, over an eight (8) day period, one (1) Daily Prize Winner will receive a Daily Draw Prize consisting of a Fila Prize Pack, for a total of eight (8) Fila Prize Packs available to be won. Each Fila Prize Pack consists of one (1) Fila performance tennis shoe signed by a Fila-sponsored WTA Tour or ATP World Tour athlete. The approximate retail value of each Fila Prize Pack is one hundred and ninety-four Canadian dollars (CN \$194). The total approximate retail value for all eight (8) Fila Prize Packs is one thousand five hundred fifty-two Canadian dollars (CN \$1,552). Sponsor's decisions are final and binding in all respects. The Grand Prize and Daily Draw Prizes, collectively the "Prizes", must be accepted as awarded without substitution and are not transferable or redeemable for cash. The Sponsor and the Prize Provider reserve the right, in their sole discretion, to substitute and/or modify a Prize, or any component of any Prize that cannot be awarded as described for any reason, for one of equal or greater value. Grand Prize Winners and Daily Prize Winners, collectively "Winners", are solely responsible for all federal, provincial and local taxes and any other expenses, costs or fees associated with acceptance and/or use of a Prize.

Sponsor and Prize Provider will not replace any lost, mutilated, or stolen Prizes.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED AND AWARDED BY SPONSOR AND PRIZE PROVIDER WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR AND PRIZE PROVIDER HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

8. **ODDS OF WINNING:** Odds of winning a Daily Draw Prize depends on the participant's skill to continuously and correctly answer the daily questions, the ability to respond to the timed, mathematical skills question, and the number of

eligible entries each day of the Game Period. Odds of winning the Grand Prize depend on the participant's skill to continuously and correctly answer the daily questions and create the longest streak during the Game Period, the number of participants who are successful at creating a streak during the Game Period, the ability to satisfy the Skills Requirement and ability to comply with these Rules.

9. **GENERAL:** By participating in this Game, each participant, by accepting a Prize, each Winner (i) agrees to be bound by the terms and conditions stated in these Official Rules, (ii) agrees to be bound by the decisions of Tennis Canada and judges, which are final and binding in all matters relating to the Game, and (iii) agrees Fila, Tennis Canada, Rogers Cup and their respective affiliates, subsidiaries, retailers, distributors, suppliers, advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees, representatives and agents (collectively, the "Released Parties") shall have no liability and will be held harmless by entrant for any claim, action, liability, loss, injury or damage to entrant or any other person or entity, including, without limitation, personal injury or death to entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a Prize (including any travel or activity related thereto) or participation in this Game. Entry and/or acceptance of a Prize constitutes permission for Sponsor and Prize Provider and their respective designees to use participants' and Winners' respective name, likeness, performance, hometown and province for advertising and promotional purposes in any and all media at the discretion of Sponsor and Prize Provider without additional authorization, notice or compensation unless prohibited by law. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), cable, satellite, website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Game, including, without limitation, errors or difficulties which may occur in connection with the administration of the Game, the processing of entries or in any Game-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Game. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Game or downloading materials from or use of any website. If for any reason the Game (or any portion thereof) is not capable of running as planned, including infection by bugs, virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Game, Tennis Canada reserves the right, with the consent of the Régie des alcools, des courses et des jeux (the "Régie") , to disqualify any individual who tampers with the entry process and void all associated entries and/or, with the consent of the Régie to terminate, modify or suspend the Game as necessary, and, if terminated, to award the prizes in a random drawing from among all eligible, non-suspect entries received up to the time of the impairment. **CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GAME MAY BE A VIOLATION OF CRIMINAL AND**

CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, TENNIS CANADA RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **DATA COLLECTION:** Sponsor, and not Facebook, collects personal information from you when you enter the Game. See Sponsor's privacy policy at <http://www.tenniscanada.com/wp-content/uploads/2015/02/WEB-Privacy-Policy-1.pdf> for information about how personal information may be used.

11. **WINNERS LIST:** For a list of the Winners, available after September 15, 2019, send a self-addressed, stamped envelope to: 2019 Rogers Cup Streak Challenge Winners List Request, Tennis Canada, 1 Shoreham drive, Toronto, ON M3N 3A6. Requests must be received by December 15, 2019.

12. **MISCELLANEOUS:** Participants agree that this Game is governed solely by Canadian law and the laws of the province of Ontario and any claims arising out of this Game may be brought only in a federal or provincial court located in the city of Toronto, Ontario. If any provisions of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

13. **SPONSOR/ADMINISTRATOR:** This promotion is sponsored and administered by Tennis Canada, 1 Shoreham Drive, Toronto, ON M3N 3A6. This promotion is in no way sponsored or administered by the Prize Provider. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. The owners and operators of Facebook are completely released from all liability by each entrant in this Game. Any questions, comments or complaints regarding the Game must be directed to the Tennis Canada and not Facebook.

14. **RESIDENTS IN QUEBEC.** Notwithstanding the foregoing, 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. In the event of any discrepancy or inconsistency between the English language version and the French version of these Official Rules, the English version shall prevail and govern.