

2019 Rogers Cup Bracket Challenge

NO PURCHASE OR WIRELESS DEVICE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. THIS SWEEPSTAKES IS OPEN TO PERSONS WHO ARE: (A) REGISTERED USERS (AS DEFINED BELOW); (B) LEGAL RESIDENTS OF CANADA (C) AT LEAST EIGHTEEN (18) YEARS OLD OR AGE OF MAJORITY, WHICHEVER IS OLDER IN THEIR PROVINCE OR TERRITORY OF RESIDENCE, AT THE DATE OF ENTRY IN THE CHALLENGE. DATA RATES MAY APPLY.

1. Introduction

2019 Rogers Cup Bracket Challenge

Welcome to the 2019 Rogers Cup Bracket Challenge, which is a competition based on results of the 2019 Rogers Cup presented by National Bank tennis Tournament, administered via the Internet website accessible at www.rogerscup.com or www.courperogers.com as well as the Rogers Cup App on August 4, 2019 the Tournament's selection committee will seed the qualifying ATP singles and WTA singles members of the Tournament. Participants will attempt to select/pick the winners of all the games of either the men's or women's Tournament singles draws, or both men's and women's draws, presented on the RC Website or RC App in the form of a bracket. Participants will earn points by correctly predicting, through their Bracket, the winning players of certain tennis games of the Tournament. The number of points awarded for each correct pick of a winning game of the Tournament will increase with each round of the Tournament. The exact number of points and how these are awarded in this Challenge is set forth in the Making Picks section below. One Grand Prize (as defined below) will be awarded to a Participant who is able to correctly predict all tennis games within a Bracket(s), as described in Section 3 of these official rules.

The Challenge allows for early sign-up to begin on or about Friday, July 15, 2019. Notwithstanding the aforementioned, the Challenge will commence on August 5, 2019 and run through the final game of the Tournament scheduled for, August 11, 2019

No Cost

The Challenge is FREE to play. No purchase, entry fee or wireless device necessary to enter or win. If you are a wireless service subscriber and have a smart phone, tablet or other wireless device that allows you to access this Challenge, you may also enter the Challenge via any of those devices during the Challenge Period (as defined above). If you choose to enter via wireless device, you may be charged data rates according to the Terms and Conditions of your Service Agreement with your wireless carrier. Each

wireless carrier's rate plan may vary, and you should contact your wireless carrier for information on rate plans and charges relating to your participation in this Challenge. Mobile and wireless service is offered on an 'as is' basis, may not be available in all areas at all times, and may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier. Your wireless service carrier may change or discontinue your service, may charge you additional amounts at any time by giving you prior notice and/or it may discontinue service if you disagree to additional charges.

The Administrator

Tennis Canada will serve as the Administrator of the Challenge and will be responsible for resolving any disputes that arise regarding violations of the rules.

Eligibility

To participate in the Challenge you must: (a) be a Registered User (as defined below); (b) be a legal resident of Canada; and (c) be at least 18 years old or age of majority, whichever is older in province or territory of residence, at the date of entry in this Challenge.

For purposes of these Official Rules, "Registered User" means a person who has successfully completed the registration form and has obtained a User Identification and associated password on one of the TC network of Websites which currently include the following: rogerscup.com or couperogers.com.

If you are not a Registered User you may become a Registered User and obtain an ID and a Password by completing the registration form for the Challenge or by going to rogerscup.com/bracket on the RC Website (or couperogers.com/bracket for French version). There is no fee or charge for you to become a Registered User.

Employees of Tennis Canada, the Women's Tennis Association (WTA), the Association of Tennis Professionals (ATP), (collectively, the "Challenge Entities") and each of their parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies and members of the immediate family or household of each are not eligible to win. Immediate family member or household is defined as a parent, sibling, child or spouse or any person residing in the same household as an employee of the Challenge Entities. Void where prohibited by law. Such excluded employees and/or family members may play, but WILL NOT be eligible to be awarded and/or receive the Grand Prize.

2. Playing

Signing up

Registered Users can sign up for the Challenge at any time by visiting the RC Website or RC App prior to the start of the first round of the Tournament, on August 5, 2019. Users must go to the URL: rogerscup.com/bracket or couperogers.com/bracket and follow the onscreen instructions in order to enter the Challenge and become a

participant. Onscreen Instructions are incorporated by reference in these Official Rules.

Selection Deadline

Brackets will be filled, by Administrator, on August 2, 2019 during the initial tournament draw. These initial brackets will include all ATP and WTA members of the singles draws participating in the tournament (“Players”), save for the seven (7) Players who are still required to make it through the qualifying rounds. Prior to the qualifying rounds being concluded these bracket spots will simply be filled with the term “Qualifier”. The qualifying rounds will take place on August 3 and 4. Once the qualifiers have been concluded on August 4 the brackets will be filled entirely by Administrator to include the qualifying Player’s names. Participants will be able to go back into the Bracket and change their choices during this time, but registration into the Challenge and Bracket picks must be submitted by 11:59 PM ET on August 4, 2019. The Administrator may send a reminder e-mail on August 1 2019 to Participants who have signed up early but haven't yet submitted picks. Another reminder email will be sent once the qualifying rounds have concluded to recheck and confirm final picks before main draw tournament play commences on August 5.

Making Picks

After you sign up and the matchups have been announced, you will have access to an on-line brackets page listing 60 of the 68 eligible ATP and WTA Qualifying players of the Tournament and their round one match-ups.

Note: The 61st through 68th Players are ‘Byes’ afforded to the top 8 seeds who automatically will move through to the second round. Those games will not be counted in this Challenge.

Participants must enter their projected winners of 31 remaining games of the Tournament, round by round, beginning with the first round. Starting with the first round of the tournament, the Administrator will weigh predictions for each successive round more heavily than the previous round in accordance with the table below. Points will be awarded by multiplying your number of correct predictions of winning players in each round of the Challenge by the weight assigned to each applicable round. For example, you would receive five (5) points for five correct predictions of winning players in the first round, and ten (10) points for five correct predictions of winning players in the second round. You will receive an overall score, which is the combined total of your individual round scores.

Scoring

Round	1	2	3	Quarter Finals	Semi Finals	Finals
Weight per each correct pick	1pt	2pts	4pts	8pts	16pts	32pts
Total Points attainable	24pts	32 pts	32 pts	32 pts	32 pts	32pts

3. Grand Prize

\$1,000,000 Grand Prize

One (1) Grand Prize will be awarded to a Participant who is able to correctly guess all the winning players and complete a Perfect Bracket – accumulating a total of 184 points (**Perfect Bracket**) for either the men's draw or the women's draw. The grand Prize Winner will receive One Million Dollars (CAD \$1,000,000) paid out in a lump sum. In the event that there are two or more Grand Prize Winners (2 or more players successfully completed a Perfect Bracket) there will be a tie-breaking question administered to decide the final winner of the Grand Prize.

Notification will include instructions on how to claim the Grand Prize. Grand Prize Winner will be asked to complete an affidavit manually (Instructions on how to proceed manually will be outlined on the Winner notification email). Submitting such Affidavit will require potential Winner to provide either his/her social security/issuance number or a copy of valid (non-expired) driver's license or other government issued identification providing proof of residency in Canada.

Secondary Prize

Two (2) Secondary Prizes will be awarded to the Participants who collect the most points in the Challenge. One (1) Secondary Prize will be made available for each Bracket; the Men's ATP singles Bracket and the Women's WTA singles bracket, for a grand total of two (2) Secondary Prizes. In the event of a points tie in either of the Brackets at the end of the Challenge Period there will be a draw conducted to decide the Secondary Prize Winners. In the instance of a Grand Prize Winner, successfully achieving a Perfect Bracket, the Secondary Prize will be awarded to a Participant with the second highest bracket score. No Prize Winner of the Grand Prize will be able to collect both the Grand Prize and the Secondary Prize.

Secondary Prize for Men's ATP singles Bracket includes:

- Tickets for two (2) to 2020 Rogers Cup Semifinals in Toronto, Ontario, Canada
- Tickets for two (2) to 2020 Rogers Cup Finals in Toronto, Ontario, Canada
- Accommodation for two (2) people for three (3) nights' in Toronto (at a to-be-determined Intercontinental Hotel/Resort)
- Flights for two (2) roundtrip to Toronto, Ontario, Canada

Secondary Prize for Women's WTA Bracket includes:

- Tickets for two (2) to 2020 Coupe Rogers Semifinals in Montreal, Quebec, Canada
- Tickets for two (2) to 2020 Coupe Rogers Finals in Montreal, Quebec, Canada

- Accommodation for two (2) people for three (3) nights' in Montreal (at a to be determined Hilton Hotel/Resort)
- Flights for two (2) roundtrip to Montreal, Quebec, Canada

The total approximate retail value of the Secondary Prizes is five thousand Canadian dollars (CAD \$5,000.00), based on sample departures from Montreal, Quebec to Toronto, Ontario for the Secondary Prize Winner and guest of the Men's ATP singles Bracket, and sample departures from Toronto, Ontario to Montreal Quebec for Secondary Prize Winner of Women's WTA singles Bracket and guest. Actual value will vary, depending on point of departure of Secondary Prize Winner and Guest, respectively.

The draw/selection of the Secondary Prize Winners will take place September 3, 2019 at 16:00 EST by Tennis Canada at the Tennis Canada Toronto offices (1 Shoreham drive, Toronto, ON, M3N 3A6), whose decisions are final and binding on all aspects of this Game and not subject to appeal. In all cases, Tennis Canada reserves the right to request proof of identity, residency, 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. Secondary Prize Winners will be sent communication within three (3) days of the draw. The Secondary Prize Winners will be required to sign and return an affidavit of eligibility, a liability release, and, where lawful, a publicity release, or the Secondary Prize will be forfeited. If a selected Secondary Prize Winner 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, or if the prize notification or prize is returned as undeliverable, the Secondary Prize will be forfeited and, at Tennis Canada and its Sponsors' discretion, awarded to another eligible participant selected, subject to confirmation in accordance with these Official Rules.

Drawing/Odds/Winner Notification

The Grand Prize Winner and the Secondary Prize Winners is required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question administered online or offline in order to be declared a Grand Prize Winner or Secondary Prize Winner. Failure to correctly answer this time-limited mathematical skill-testing question may result in the winner not being awarded the prize.

Odds of winning the Grand Prize or the Secondary Prizes depend on the number of eligible Participants and their Bracket scores based on the outcome of the Tournament.

Reasons for Disqualification

In the event that it is found that a Participant created and entered more than one Bracket for the Challenge in either of the tournaments (Men's singles or Women's

singles) the Participant will be disqualified from winning Grand Prize or the Secondary Prizes.

If it is also found that any Participant provided false information in their registration for the Challenge they will also disqualify themselves from winning the Grand Prize or Secondary Prizes. Additional terms and conditions apply; please see General Conditions in section 4.

4. Legal Disclaimers

All Participants agree to abide by the terms of these Official Rules and the Legal Disclaimers below, and by the decisions of Administrator, which are final and binding on all matters pertaining to the game.

General Conditions

By entering, each Participant accepts and agrees to be bound by these Official Rules and by the decisions of Administrator, which shall be final and binding in all respects. Further, each Participant also acknowledges and agrees to the [Rogers Cup Website Use Agreement](#) and [Privacy Policy](#), incorporated herein by reference. Taxes, if any, are the sole responsibility of the Grand Prize Winner and Secondary Prize Winners. No substitution or transfer of the Grand Prize or Secondary Prizes is permitted except by Administrator.

Potential Prize Winner of Grand Prize or Secondary Prizes will be required to sign and return, within ten (10) days of issuance, the Affidavit of Eligibility and Publicity/Liability Release, except where prohibited by law. Failure to return such documents within the specified time period and noncompliance with these Official Rules, by potential Grand Prize Winner or Secondary Prize Winners will be reasons for disqualification.

Except where prohibited by law, the Grand Prize Winner or Secondary Prize Winner's acceptance of the Grand Prize or Secondary Prize constitutes permission for the Challenge Entities to use prize winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, now known or later developed in perpetuity, without further compensation. Additionally, Participants agree to Challenge Entities use of their names and likeness for advertising and publicity purposes, in any media now known or later developed, without additional compensation, unless prohibited by law.

All federal, state, local, and provincial laws and regulations apply. The Challenge Entities are not responsible for lost, late or misdirected on-line entries or transactions, for incorrect, inaccurate or incomplete entry information whether caused by a Participant, equipment, or technical malfunction or for any human error, technical error or malfunctions. TC reserves the right to halt or modify the Challenge at any time during the Challenge Period if events beyond its control compromise the Challenge's fairness or integrity. In the event that a scheduled game is canceled or pre-empted for any reason, no points will be awarded for that game.

The Challenge Entities are not responsible for typographical or other human or technical errors in the offer or administration of this Challenge, including but not limited to errors in advertising, the Official Rules, the selection and announcement of the Grand Prize Winner and Secondary Prize Winners, or the distribution of the Grand Prize or Secondary Prizes.

TC, in its sole discretion, may disqualify any Participant from participating in the Challenge, refuse to award points, the Grand Prize or the Secondary Prizes, and/or require the return of the Grand Prize or Secondary Prizes, if Participant(s) engages in any conduct TC deems to be improper, unfair or otherwise adverse to the operation of the Challenge or detrimental to other Participants. Such improper conduct includes, but is not limited to, falsifying personal information required during the Challenge registration, Grand Prize or Secondary Prize claim, violating any term or condition stated herein, accumulating points through methods such as automated computer scripts or other programming techniques, allowing others to use the Participant's personal information for the purpose of accumulating points, tampering with TC's administration of this Challenge, or intentionally trying to defraud, reverse engineer, disassemble, decompile or otherwise tamper with the computer programs on the RC website or RC App. Participant further acknowledges that the forfeiture of the Grand Prize, Secondary Prize and/or return of the Grand Prize or Secondary Prize shall in no way prevent TC from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct.

TC reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Challenge. This Challenge is not affiliated with or endorsed by the ATP or WTA tennis tours, or players, or Rogers Communications Canada Inc. and its respective parent and affiliated companies. Any questions, comments or complaints regarding the Challenge should be directed to TC. This is a game designed to increase consumer awareness of and interest in the Tournament.

This Challenge may not be used for any form of gambling.

Rules/Winner Information

For the name of the Prize Winner of either the Grand Prize or Secondary Prize send a self-addressed stamped envelope for receipt by August 30, 2019 to "Winner's list: 2019 Rogers Cup Bracket Challenge," c/o Tennis Canada, 1 Shoreham drive, Suite 100, Toronto, ON M3N 3A7.

For a copy of the Official Rules send a self-addressed stamped envelope to the above address marked "Official Rules: 2019 Rogers Cup Bracket Challenge," for receipt by July 30, 2019, c/o Tennis Canada, 1 Shoreham drive, Suite 100, Toronto, ON M3N 3A7.

Internet

If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized

intervention, fraud, technical failures, or any other causes beyond the control of TC which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Challenge, TC reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Challenge. The Challenge Entities assume no responsibility for 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 or transactions. The Challenge Entities are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail entry or transaction to be received on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes.

Lost or Corrupted Entries

The Challenge Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage due entries or mail if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. The Challenge Entities, and their parents, affiliated and subsidiary companies, advertising and promotion agencies, are not responsible for any incorrect or inaccurate information, whether caused by registration information submitted by end users or tampering, hacking, or by any of the equipment or programming associated with or utilized in this Challenge and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Challenge.

Damaged Property

The Challenge Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, injury or damage to any Participant's or to any other person's computer or property related to or resulting from participating in this Challenge or downloading materials from this Challenge.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, TC RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute, entries made by Internet will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "**Authorized**

account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Any entry that is incomplete, late, or does not include a validly issued User ID will be disqualified.

In the event that the Challenge is challenged by any legal or regulatory authority, TC reserves the right to discontinue or modify the Challenge, or to disqualify Participants residing in the affected geographic areas. In such event, the Challenge Entities shall have no liability to any Participants who are disqualified due to such an action.

Sweepstakes Errors

The Challenge Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Challenge; (b) in any related advertising or promotions of this Challenge; and/or (c) in these Official Rules including but not limited to errors in advertising, the Official Rules, the selection and announcement of the Grand Prize Winner or Secondary Prize Winners, or the distribution of the Grand Prize or Secondary Prizes. In the event of any ambiguity(s) or error(s) in these Official Rules, Administrators reserve the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and conditions of the Challenge.

Prize Winner and Grand Prize

The Challenge Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, the selection and announcement of the Grand Prize Winner or Secondary Prize Winners, the distribution of the Grand Prize or Secondary Prizes, the acceptance/possession and/or use/misuse of any part of the Grand Prize or Secondary Prizes and/or any injury or damage to any Participant's or third person's property related to or resulting from any part of the Grand Prize or Secondary Prizes, or any part of this Challenge.

Release and Indemnity

Each Participant in the Challenge, including, without limitation, the Grand Prize Winner or Secondary Prize Winners, hereby releases and agrees to hold harmless the Challenge Entities and their parents, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Grand Prize or Secondary Prizes, participation in this Challenge and participation in any activity related to this Challenge.

Limitation of Liability and Disclaimer of Warranties

IN NO EVENT WILL THE CHALLENGE ENTITIES AND/OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE RC WEBSITE, RC APP AND/OR THE CHALLENGE. DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE RC WEBSITE, RC APP AND/OR THE CHALLENGE. IN NO EVENT SHALL THE CHALLENGE ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$100. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE CHALLENGE AND THE RC WEBSITE OR RC APP INCLUDING THE GRAND PRIZE AND SECONDARY PRIZES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Governing Law and Jurisdiction

This Challenge is subject to all applicable federal, provincial and municipal laws and regulations. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED UNDER APPLICABLE ONTARIO AND FEDERAL LAWS. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Challenge, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of Ontario and federal courts located in the City of Toronto and Province of Ontario. The parties agree not to raise the defense of forum non convenience.

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.

Trademark Ownership

ATP™, WTA™.

Sponsor/Prize Provider/Administrator's Mailing Address

Tennis Canada. 1 Shoreham drive, Suite 100, Toronto, ON M3N 3A6