#### Sport Chek - We Love Rain Contest (the "Contest")

#### **Rules and Regulations**

#### **NO PURCHASE NECESSARY**

The Contest is sponsored by FGL Sports Ltd ("Contest Sponsor" or "Sponsor") and administered by both FGL Sports Ltd. and North Strategic. ("Administrators").

CONTEST PERIOD: Contest opens on March 27, 2015 at 12:01 a.m. MST and closes on May 18, 2015 at 11:59 p.m. MST (the "Contest Period").

#### Who Can Enter

The Contest is open to all legal residents of Canada, excluding Quebec, who are 18 years of age or older at the time of entry, who have a registered Instagram profile at the time of entry and have adequate, valid and legal travel documentation for travel in Canada. You are not eligible to enter if you are (or you are related to) an employee, officer, director, representative, agent, consultant or supplier of (i) the Contest Sponsor, (ii) Contest Administrators, (iii) or any of their respective parent companies, subsidiaries, affiliates, franchisees or licensees. The Contest is subject to all applicable federal, provincial and municipal laws and is void where prohibited by law.

#### How to Enter

- 1. During the Contest Period upload a photo to Instagram, using the hashtag #WeLoveRain in the description. Each user needs to have an Open/Public Instagram account or their entry will not show up. Each user may submit one entry per day during the Contest Period. Users must be following both the Sport Chek (<a href="http://www.instagram.com/sportchek">http://www.instagram.com/sportchek</a>) and Helly Hansen (<a href="http://www.instagram.com/hellyhansen">http://www.instagram.com/hellyhansen</a>) Instagram accounts in addition to using the proper hashtag in the description for the entry to be considered.
- 2. Entries gained that do not contain a valid email address will be void. Users submitting entries through the use of the Instagram hashtag must be able to provide a valid email address in order to be chosen as a winning entry. Entries that contain false, misleading or inappropriate information may be disqualified at the sole discretion of the Contest Sponsor. Entries must be received within the Contest Period. Entries received after the Contest Period closes will not be accepted.
- 3. By entering the Contest, you agree to be bound by these Official Rules and Regulations and all decisions of the Contest Sponsor and Contest Administrators.
- 4. All entries become the property of the Contest Sponsor and will not be returned or acknowledged.
- 5. The Contest Sponsor will not be responsible for an entrant's inability to submit a Contest entry due to any hardware or software malfunction, internet service delay or interruption, inability to access the Contest URL, or any combination thereof. Further, The Contest Sponsor shall not be responsible for Contest entries that are incomplete, illegible, incorrect, or lost.

#### How to Win

- 6. The odds of winning will depend upon the number of eligible entries received.
- 7. On or about May 19, 2015, at the conclusion of the Contest Period, the potential winner will be selected by random draw from all eligible entries, ("Selected Entrant").
- 8. The Contest Sponsor will verify the Selected Entrant's eligibility and the Selected Entrant will be notified in accordance with paragraph 9. If the Selected Entrant does not meet all eligibility requirements for the Contest, the entry is void or becomes disqualified, and then an alternate Selected Entrant will be drawn from all remaining Contest entries.
- 9. The Selected Entrant will be contacted by the Contest Sponsor through Instagram to request an email address to continue communications, using the profile information provided on the Contest entry, and notified that they are a Selected Entrant to win a Prize, (the "Notification").
- 10. If the Selected Entrant does not respond to the Notification within two (2) business days thereof, that Selected Entrant will be automatically disqualified and an alternate Selected Entrant will be selected and contacted in accordance with paragraph 9.
- 11. Any Notification made by email that is returned as undeliverable may result in disqualification at the sole discretion of the Contest Sponsor.
- 12. To be declared a Prize winner and recipient of a Prize (as defined below) the Selected Entrant must first (a) sign a declaration confirming compliance with these Official Rules and Regulations and acceptance of the Prize as awarded, (b) sign and return, within the time stipulated, a waiver and release of the Contest Sponsor, Administrators, and each of their respective officers, directors, shareholders, volunteers, governors, employees, agents, representatives, parents, successors, affiliates, subsidiaries, assigns, related entities, partners, partnerships, suppliers of prizes, licensees, and licensors from any liability in connection with this Contest and, (c) correctly answer, unaided, a time-limited skill testing mathematical question to be administered by Contest Sponsors.
- 13. Selected Entrants may also be required to submit valid proof of identity.
- 14. By accepting a Prize, the Contest winner authorizes the Contest Sponsor to broadcast, publish and disseminate his/her name, City of residence, photograph, likeness, sobriquet and voice, in connection with any further publicity carried out in connection with this Contest, with no additional compensation to the Contest winner beyond the awarding of the Prize.

# Prizes

15. One Grand Prize ("Prize"), one second prize, and one third prize will be awarded. Approximate total retail value of Grand Prize is \$5,000 CDN. Approximate total retail value of the Second Prize is \$400 CDN. Approximate value of the Third Prize is \$300 CDN.

16. Grand Prize: A round trip economy airfare for two (2) from one of: Calgary, Edmonton, Saskatoon, Winnipeg, Halifax (determined by Contest Sponsor in its sole discretion) to Bergen, Norway; 4 nights standard accommodations determined by Contest Sponsor in its sole discretion (single room, double occupancy); \$250 Sport Chek gift card; travel from Canada to Bergen, Norway; Helly Hansen Gear Kit valued at \$500; Breakfast, Lunch and Dinner from September 16-20<sup>th</sup>. The Prize Winner and all travelling companions must be able to travel on the date established for the Prize, as determined by the Contest Sponsor, and must have adequate documentation (passport to travel internationally), such as a passport, to allow travel to and from Bergen, Norway. The approximate retail value of the Prize is \$5,000.00 CDN.

### **Trip Details:**

**Date**: 16-20 September, 2015

#### **Itinerary:**

# Wednesday, Sept 16th - Travel

- o Arrive
- o Check in to Hotel
- HH Welcome Package Mini HH Gear Kit
- o On their own for Dinner in Bergen Depending on peoples travel times

### - Thursday, September 17th- Town Day

- Breakfast at Hotel
- o Meet up in lobby for tour of Bergen town
- Lunch at somewhere in town 12:00 13:00
- O Dinner Reservations at 20?
  - Options TBD

### - Friday, September 18th - Outdoor Day 1

- o Breakfast at the Hotel
- o Meet with Bre go Fjell for general briefing and any security briefing
- O Boat from Flesland / Bergen to Rosendal
- Relatively simple and straightforward hike to Gygrastolen <a href="http://ut.no/tur/2.2876/">http://ut.no/tur/2.2876/</a>. A nice and easy ride, but require rope the last 40 meters which makes it a little fun and exciting. Stunning views from the top and classic fjord and mountain location.
- o Dinner at Rosendal Fjord Hotel
- Dinner and overnight at Rosendal Fjord Hotel
- Day 2: Whether kayaking or a trip to. Then the boat back to Bergen.

# - Saturday, September 19th - Outdoor Day 2

- Breakfast at Hytte
- Continue Bre og Fjell activity short hike
- Bagged lunch
- Transportation back to Bergen and hotel

- Dinner Reservations
  - Options TBD

# - Sunday, September 20<sup>th</sup> - Travel

- o Breakfast at Hotel
- Checkout
- o Free Time in Bergen if they have a late flight.
- Travel to Airport

Prize Conditions: Winner must travel on the dates and airline carrier determined by Sponsor in its sole discretion or prize will be forfeited. Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel times acceptable to winner. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her place of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companion are responsible for obtaining identification documents necessary for travel to Calgary. All sporting events are subject to schedule changes that may impact winner's attendance.

Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

Prize must be accepted as is and cannot be redeemed for cash.

Second Prize: (1) Helly Hansen Rain Jacket, (1) pair of Helly Hansen Rain Pants, and a \$150 Sport Chek gift card. The jacket and pant styles are based on inventory availability and sizing requirements from the 'winner'. The approximate retail value of the Prize is \$400 CDN.

Third Prize: (1) Helly Hansen Rain Jacket, and a \$100 Sport Chek gift card. The jacket style is based on inventory availability and sizing requirements from the 'winner'. The approximate retail value of the Prize is \$300 CDN.

For all prizes: Prizes are non-transferable and no substitution will be made unless sponsors, in their sole discretion, determines otherwise in its sole discretion. Sponsors reserve the right to substitute a prize, a portion thereof, for one of equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. All prize details are at the sponsor's sole discretion. Odds of winning a prize depend on the number of eligible entries received during the contest period. Limit: One (1) prize per person. Any costs or expenses incurred by winners in claiming or using their prize not specifically described are the sole responsibility of the winner. Any unused portion of the prize, once awarded, will be deemed forfeited by the applicable winner, and no compensation will be made or required in respect of such unused portion. If a selected entrant does not fulfill the conditions set out in these rules, or declines or forfeits a prize, the Contest Sponsors reserve the right, in their absolute discretion, to cancel the prize or to select another entrant from the remaining eligible entries.

### Disclaimer and Liability Exclusion

- 17. Contest Sponsor is not responsible for late, lost, incomplete, illegible or misdirected entries or for any failure of the web site during the Contest; for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software, failed network connections, failed, incomplete, garbled or delayed computer transmissions, online failures or communication failures other circumstances affecting, disrupting or corrupting the Contest in any manner, including without limitation, receipt of entries, entrants' ability to participate in the Contest, prize notification or entrant response to the notification, for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any web site, or any combination of the foregoing. Further, the Contest Sponsor is not responsible for any damage to entrants' or third parties' computer occasioned by participation in the Contest or by downloading any information necessary to participate in the Contest.
- 18. By entering the Contest, entrants agree that the Contest Sponsor shall not be liable for losses or injuries of any kind resulting from participation in the Contest or acceptance, possession or use of any Prize awarded and entrants agree to release, discharge and hold harmless the Contest Sponsor and its subsidiaries, parent company, affiliates, and all of their respective employees, directors, officers, and agents, for all claims or damages arising out of the entrant's participation in the Contest or the acceptance or use of a Prize awarded therein.
- 19. The Contest Sponsor makes no warranty, guarantee or representation of any kind concerning the Prize and disclaims any implied warranties.

- 20. The Contest Sponsor reserves the right to substitute the Prize (or portion thereof) without notice for alternate prize or prizes of equal or greater value. Prize must be accepted as awarded and cannot be exchanged or returned for cash.
- 21. The Contest Sponsor reserves the right to cancel, terminate, modify, amend or extend this Contest or modify the Official Rules and Regulations at any time without notice and shall have no liability to anyone, including entrants, for the cancellation or termination of the Contest.
- 22. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to the Sponsors and the third parties it has engaged to assist it in administering the Contest and not to Instagram. The information you provide will only be used in accordance with the Sponsor's privacy policy. The owners and operators of Instagram are completely released from all liability by each Entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsors and not Instagram.

# Privacy

- 23. The personal information provided by entrants to enter the Contest will be (i) collected by or on behalf of the Contest Sponsor or Administrators, (ii) used only to administer the Contest, contact Selected Entrants, verify eligibility of the Selected Entrants, and to send SportChek.ca promotional materials and/or SportChek.ca newsletters to the entrant, and for no other reason, and (iii) accessible only to those employees of the Contest Sponsor or a third party retained by the Contest Sponsor directly involved in the Contest and will not be disclosed or sold to any other third parties.
- 24. By entering this Contest, each entrant consents to the collection, use and disclosure of their personal information for the purposes and in the manner described herein.
- 25. For more information about the Contest Sponsor's and Administrator's commitment to your privacy please review the privacy policies online at Sport Chek Privacy Policy. You can also contact us or otherwise communicate your privacy concerns by emailing us at privacy@fglsports.com.

# **General Conditions**

- 26. All decisions of the Contest Sponsor are final and binding on all entrants without right of appeal.
- 27. The name of the Contest winner will be available and may be obtained by e-mail sent to customerservice@SportChek.ca within 120 after the close of the Contest Period.
- 28. As a condition of participating in the Contest, except where prohibited by law, each entrant agrees that any dispute or cause of action arising out of or connected with the Contest shall be resolved individually, without resort to any form of class action proceeding, and exclusively before a court located in the province of Alberta and that the court shall apply the laws of the province of Alberta doctrines of conflict of law and that you agree to be subject to personal jurisdiction in the province of Alberta. Further, each entrant agrees to waive all rights to claim punitive, incidental or consequential damages,

or any other damages, including legal costs or attorneys' fees, other than the entrant's out-of-pocket expenses associated with entering the Contest.

29. In the event of a dispute, online entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If the identity of an online entrant is disputed, the authorized account holder associated with the email account at the time of entry will be deemed to be the entrant. An entrant may be required to provide the Contest Sponsor with proof that she or he is the authorized account holder of the email address associated with the winning entry.

CAUTION: Any attempt to deliberately damage any web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsors reserve the right, in their absolute discretion, to disqualify without notice and to seek damages or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law.