

## OFFICIAL CONTEST RULES

### CONTEST OF SKILL

THE "FAN 590 Hockey Pool" (THE " CONTEST") IS A CONTEST OF SKILL DESIGNED TO TEST THE ENTRANT'S PROGNOSTICATION SKILL IN PREDICTING THE PERFORMANCE OF VARIOUS COMBINATIONS OF HOCKEY PLAYERS DURING THE 2008-09 PROFESSIONAL HOCKEY SEASON. CHANCES OF WINNING DEPEND UPON THE ENTRANT'S SKILL, INCLUDING DECISIONS REGARDING THE NATURE AND NUMBER OF TRADES MADE. NO PURCHASE NECESSARY.

THIS CONTEST IS PROVIDED SOLELY FOR ENTERTAINMENT PURPOSES AND CANNOT BE USED IN CONNECTION WITH ANY FORM OF GAMBLING. NO PURCHASE NECESSARY. THERE IS A NO-FEE METHOD OF ENTRY AVAILABLE WHICH ALLOWS ONE TO ENTER AND PLAY THIS CONTEST WITHOUT ANY PURCHASE OR FEE. SEE DETAILS IN RULE 3 BELOW

THERE IS A LIMIT OF ONE ENTRY PER PERSON PER EMAIL ADDRESS PER PERSON.

NO PURCHASE NECESSARY.

### . CONTEST PERIOD, ADMINISTRATOR AND SPONSOR

#### A. CONTEST REGISTRATION, CONTEST PERIOD AND ENTRY DEADLINE

You may register for this Contest beginning on or about **September 26th, 2008**. The Contest period begins on **October 4th** at 12:00 PM ET and ends immediately after the final game in the National Hockey League regular season, scheduled for **Sun Apr 12, 2008** (the "Contest Period"). The deadline for Contest registration, entry, receipt of your initial fantasy team roster and your confirmation of that roster is **October 24th** at 3:00pm. (ET) (the "Entry Deadline").

## 2 GAMLING PROHIBITION AND ELIGIBILITY

### A. GAMBLING PROHIBITION

THIS GAME HAS BEEN DEVISED AS A NON-GAMBLING PROMOTION, and is intended solely for entertainment purposes. **The FAN 590 Hockey Pool** is a promotion based on the results of NHL games during 2008-09 NHL regular season (the "Season"), which requires each participant build roster of players, and compete against others for a prize.

### B. ELIGIBILITY

To enter, you must be a legal resident of Canada who has reached the legal age of majority in the province or territory of residence at the time of entering the contest. All other persons are strictly prohibited from entering this Contest. Contest is not open to employees or representatives of Rogers Inc. (herein collectively known as the "Sponsors"), their respective affiliates, subsidiaries, advertising or promotional agencies or members of the immediate family (defined as parents, children, siblings and spouse) or household of such employees or representatives.

### 3. METHODS OF ENTRY

Visit <http://www.fan590.com> (the "Contest Website") and follow the instructions there to register for the Contest, complete the Contest entry form, and submit your initial roster. When entering, all lines on the Contest entry form must be completed unless indicated as optional. On submitting your roster, you will be asked to confirm your roster selection on-line. Your confirmation must be received prior to the applicable round Deadline for your roster to be eligible.

### 4. HOW TO PLAY

#### A. General

You must select a team roster consisting of 20 professional hockey players. You will be allowed 2 trades per week. You will accumulate Contest points based on the performance of the players from the day you submit your team. You will compete against all Contest entrants for Prizes which will be awarded on the basis of the total number of points accumulated by each entrant over the contest period. The weeks in this contest run from October 4<sup>th</sup> 2008 to April 12<sup>th</sup> 2009, dependant on Contest start date

#### B. Roster Selection

You must choose the specified number of players in each of the following categories. Your roster must consist of 20 players, as follows:

14 forwards  
5 defensemen  
1 goalie

If you fail to submit your team roster in accordance with these Official Rules or should your team roster consist of less than 20 players at the applicable Contest Deadline, your team roster will be deemed invalid.

#### C. Trades

When making a trade as long as your make the trade 5 minutes prior to the start of the first game of that day, the traded player will be on your roster that day. If you trade a player after the deadline your new player will only join your roster the following day. You will be given 2 new trades every week starting on Oct 25<sup>th</sup>. Prior to Oct 25<sup>th</sup> there will be unlimited roster changes.

#### Roster Changes before October 25th

Any trade made prior to the close of the registration deadline will effectively switch the stats of the players you exchange. For example, if Sidney Crosby accumulated 10 points through the first 5 games and you decided to trade him for Alexander Ovechkin who had 12 pts, Crosby's 10pts will be removed for your point total and Ovechkin's 12 will be added.

#### D. Scoring System

You will accumulate points based upon statistics generated in Games played during the Contest Period by the players selected as part of your team roster and submitted and confirmed by you in accordance with these Official Rules. Points will be awarded in accordance with the following Scoring System:

## SCORING

Goals	1 pts
Assists	1 pts
Power Play Goals	1 pts
Wins ( Goalies)	2 pts
Shutouts (Goalies)	3 pts

### E. Incomplete and Rescheduled Games

In the unlikely event that any Game is: (a) postponed, cancelled, delayed, or suspended, and therefore not completed by 7:00 a.m. (PT) on the next day immediately following the originally scheduled date for the game; or (b) considered incomplete for any reason, as at 7:00 a.m. (PT) on the next day immediately following the originally scheduled date for the game, a notice will be posted on the Contest Website as soon as reasonably possible, to indicate how points potentially accumulated from that game will be treated in the Scoring System.

## 5. PRIZES

**1 Monthly Prize Winner per month will win: \$100**

**1 Grand Prize Pool Winner will win: \$1000**

### B. Tiebreakers

If two or more entrants are tied for a Prize then the tie(s) will be broken and prizes awarded using the following tie-breaking system in the order listed, until all ties are broken. The winner of the tie will be the entrant whose confirmed teams had:

- 1) Least Games Played
- 2) Most Goals Scored
- 3) First to register for the game

In the unlikely event that the scores of two or more eligible entrants are still tied after all rounds of tie-breakers have been applied, the tied entrants will be entered into a random draw to select the winner.

## 6. UPDATES, STANDINGS AND RESULTS

### A. 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 Sponsor at the following e-mail address: support@poolexpert.com seven (7) days after the Unofficial Results Date. In the event of a discrepancy between statistical reviews, the final statistics as posted on <http://rogersradio.poolexpert.com> will be considered official and final.

### B. Official Standings and Results

If no discrepancies have been e-mailed to 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").

## 7. CONTACTING WINNERS

The Sponsor will use commercially reasonable efforts to contact winners by e-mail or telephone within seven (7) business days after the applicable final Official Results Date (the "Winner Contact Period"). If a winner is disqualified from eligibility or cannot be contacted by the Sponsor within the Winner Contact Period, or if the winner fails to respond to any message or e-mail left for such winner within the Winner Contact Period, the Sponsor will have the right to award the prize to the entrant who has accumulated the next highest total number of points. The Sponsor will then attempt to contact this next winner, who will be subject to disqualification in the same manner.

Neither the Sponsor nor the Partner will be liable in connection with the disqualification of any entrant or failure to contact a winner within the Winner Contact Period.

## 8. GENERAL TERMS AND CONDITIONS

### A. General

Your participation in this Contest constitutes your acknowledgement and agreement that you have read, understand and agree to the terms and conditions set out in these Official Rules. All entries are the property of the Sponsor and will not be returned. All decisions of the Sponsor or of an independent judging organization, including without limitation, respecting the eligibility of entries, are final and binding in all matters relating to this Contest.

### B. Release, etc.

By entering, you release and hold harmless Sponsor, Partner, any other Contest Sponsor, their advertising and promotional agencies, the affiliates of the foregoing, and all of their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability of any kind arising out of your participation in this Contest. Before being declared a winner, an entrant will be required to sign, and return within forty-eight (48) hours, a Declaration of Compliance with the Contest Rules and a full Liability and Publicity Release stating that the entrant has read, understood and complied with these Official Rules, grants all consents contemplated in these Official Rules, is eligible for and accepts the prize as offered and releases the Releasees from any and all liability of any kind arising out of the entrant's participation in this Contest and the receipt, use and enjoyment of the prize. By accepting his/her prize, each winner authorizes the Sponsor and Partner to broadcast, publish and disseminate his or her name, city of residence, photograph, likeness, voice, opinions and statements in connection with any promotion or publicity, and/or for general news and information purposes, without further notice or compensation.

### C. No Liability

Without limiting the releases referenced above, and for greater certainty, Releasees will not be liable for: a) any incomplete or inaccurate capture of entry or other information, whether caused by Contest Website users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of entries or administration of the Contest; b) the theft, destruction or unauthorized access to, or alteration of, entries or other information; c) any error or defect in, or any omitted, interrupted, deleted, lost, delayed or garbled, data or transmissions; d) any problems with, or technical malfunctions of, telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; e) any failure of any e-mail to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or at any website or combination thereof; or f) damage to a participant's or other person's computer

equipment, system, software or any combination thereof, relating to or resulting from participation or downloading any materials in this Contest. Entry materials/data that have been tampered with or altered are void.

#### D. Right to Terminate, Amend or Suspend Contest

If for any reason the Sponsor, at their sole discretion, decide that this Contest is not capable of running as planned or that the administration, security, fairness, integrity, or proper conduct of this Contest is corrupted or adversely affected for any cause beyond the Sponsor's control including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures, the Sponsor reserves the right at any time without prior notice to terminate, amend or suspend this Contest, in whole or in part, including terminating any method of entry, and to select winners based on points accumulated up to the time of any such action taken by Sponsor. In Quebec, any such termination, amendment or suspension will be subject to the approval of the Régie des alcools, des courses et des jeux.

The Sponsor and Partner further reserves the right to modify the Official Rules of this Contest in any way at any time it deems necessary or appropriate without materially affecting the terms and conditions of this Contest.

#### E. Disqualification of Entrants

The Sponsor reserves the right in their sole discretion to disqualify, from this Contest and any future contest, game or promotional program that may be conducted by Sponsor, any individual it finds to be acting in violation of these Official Rules, in a disruptive or annoying manner with Sponsor, the Contest or other entrants, or who attempts to undermine or tamper with the entry process or the administration, security or proper conduct of the Contest.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

#### G. Applicable Laws

This Contest is subject to all applicable laws. Contest is void where prohibited. These Official Rules govern all aspects of this Contest and are binding on all participants. For residents of the province of Quebec, any litigation respecting the conduct or organization of this 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 Régie only for the purpose of helping the parties reach a settlement.

#### H. Taxes and Prize Delivery

Winners are responsible for all federal, state/provincial and local taxes levied on or in connection with prizes.

#### I. Privacy

By entering this Contest, an entrant consents to the collection, use and disclosure of his/her personal information by the Sponsor or Partner for the purposes outlined in the Website Privacy policy at: <http://www.rogersmagazines.com/media/index.html>