

Chevrolet Fill the Cup 2023-24 Season
OFFICIAL CONTEST RULES AND REGULATIONS
THIS CONTEST IS GOVERNED BY CANADIAN LAW

By posting a Video or Photo (both as defined below), individuals agree to abide by these official contest rules (the “Rules”). Any questions, comments or complaints regarding the Contest must be directed to the Sponsor (as defined below).

1. **CONTEST:** The Chevrolet Fill the Cup Contest (the “Contest”) is sponsored by General Motors of Canada Company (the “Sponsor”). The Contest begins at 9:00:00 AM Eastern Time (“ET”) on January 19, 2024 and ends at 11:59:59 PM ET on March 3, 2024 (the “Contest Period”).
2. **ELIGIBILITY (Teams and Good Deed Video/Photo Submissions):** No purchase necessary.
 - a. Eligible teams are limited to U11, U12, U13, U14 and U15 minor hockey teams registered with Hockey Canada as of January 18, 2024 (each, a “Team”).
 - b. Videos (as defined below) or Photos (also as defined below) may be posted by individuals who (i) are thirteen (13) years of age or older as of the date of posting the Video/Photo and (ii) have a valid Instagram, X (formerly known as Twitter), Facebook, YouTube or TikTok account with a profile turned on to public and be able to receive direct messages from the Sponsor. If an individual does not have an Instagram, X, Facebook, YouTube, or TikTok account, one will need to be created. To obtain a free Instagram, X, Facebook, YouTube, or TikTok account, visit www.instagram.com, www.twitter.com, www.facebook.com, www.youtube.com, or www.tiktok.com and follow the on-screen instructions to sign-up for a free account.
 - c. NOTE TO MINORS: The Sponsor reserves the right, in its sole and absolute discretion, on a random audit basis, to contact the parent/legal guardian of any individual who is under the legal age of majority in their province/territory of residence (a “Minor”) for the purposes of verifying their: (i) agreement to be legally bound by these Rules on the Minor’s behalf; (ii) consent to the Minor’s participation in this Contest; and/or (iii) consent to the collection, use and disclosure of the Minor’s personal information. Failure of a Minor’s parent/legal guardian to complete any such required verification to the complete satisfaction of the Sponsor within the time frame specified by the Sponsor may, in the sole and absolute discretion of the Sponsor, result in disqualification of the Minor.
3. **HOW TO POST A VIDEO/PHOTO:** During the Contest Period, eligible individuals (as described in section 2(b)) may:
 - a. record a video or take a photo of a “good deed” (the “Video” or the “Photo”, respectively) following the guidelines in section 4 “Video/Photo format and content”;
 - b. post the Video or Photo to their Instagram, X (Twitter), Facebook, YouTube or TikTok account; and
 - c. tag each of @ChevroletCanada, an eligible Team (as described in section 2(a)), #GoodDeedsCup and #contest. Videos/Photos must comply with the social media platform’s rules and policies. Sponsor is not responsible in any way for any decisions made by the applicable social media platform regarding any Video/Photo.

In order to be considered as “good”, a deed must deliver a benefit to someone and/or something other than (i) the individual(s) who records/takes and posts the Video/Photo, (ii) any Team or (iii) any employee, shareholder, officer, director, agent, or representative of the Sponsor, or the

advertising and promotional agencies of the Sponsor, or their respective subsidiaries, affiliates, dealers, or franchisees or a member of any such person's immediate family or persons with whom they are domiciled (whether related to the person or not) (collectively "Excluded Parties"). In these Rules, "immediate family" means mother, father, brothers, sisters, sons, daughters, partner, or spouse. Determination as to whether a Video/Photo reflects a "good" deed will be made in the Sponsor's sole discretion.

By posting a Video/Photo, individuals (i) acknowledge compliance with these Rules including all eligibility requirements, (ii) agree to be bound by these Rules and by the decisions of the Sponsor, made in its sole discretion, which shall be final and binding in all matters relating to this Contest, (iii) agree that the Sponsor (and those authorized by the Sponsor) shall be entitled to use the Video/Photo as provided in these Rules, (iv) confirm and represent and warrant to the Sponsor that adequate and appropriate consent to participate/appear in the Video/Photo, as well as for the Video/Photo to be used by Sponsor (and those authorized by the Sponsor) as provided in these Rules, has been obtained from each person appearing in the Video/Photo (or, in the case of minors, their parents or legal guardians) and (v) consent to the use of their name, photograph, image, city and province/territory of residence, without further notice or remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to the Contest worldwide in perpetuity and in any form of media including the Internet.

Individuals may post multiple Videos/Photos, but each Video and each Photo may only tag one (1) eligible Team. Regardless of the number of times a specific Video/Photo is posted, it will only be eligible for Points (as defined below) to be awarded once (as set out in section 6 below).

No Points shall be awarded for Videos/Photos which do not comply with these Rules.

4. **VIDEO/PHOTO FORMAT AND CONTENT:** Each posted Video/Photo:
- a. Must showcase a good deed (as described in section 3 above, in order to be considered as "good", a deed must deliver a benefit to someone and/or something other than (i) the individual(s) who records/takes and posts the Video/Photo, (ii) any Team or (iii) any Excluded Parties;
 - b. must be created in compliance with, and reflect a good deed which was carried out in compliance with, the then current and applicable advice, recommendations and instructions of public health officials related to COVID-19, including any advice, recommendations or instructions on physical distancing, cleaning or disinfecting. Without limitation, the good deed and Video/Photo must at all times comply with any applicable limits on "social gatherings" and "organized public events";
 - c. must be uploaded and hosted on only one (1) of Instagram, X, Facebook, YouTube or TikTok;
 - d. must not, as determined in the sole and absolute discretion of the Sponsor, contain any nude, sexually explicit, disparaging, discriminatory, libelous or other inappropriate content, including, but not limited to: crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that demonstrates, endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct (including, but not limited to, the use of alcohol or drugs) or contain content that is political in nature, threatening, abusive, harassing, tortious, defamatory, hatefully, racially, ethnically or otherwise offensive or objectionable; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic);

- e. must be intended for family audience viewing and contain only content that, as determined in the sole and absolute discretion of the Sponsor, is suitable for all persons, including persons under the age of 13;
- f. must be posted only once;
- g. must not have been used for another contest, promotion or other commercial purposes;
- h. must not contain any copyrighted works (other than as owned by the individual posting the Video/Photo or the Team);
- i. must not contain any third party trademarks or logos other than the Sponsor or an entity from who the eligible individual has permission; and
- j. must not violate any law, regulation or third party policies.

5. **DECLARATION FOR VIDEO/PHOTO SUBMISSIONS:** By participating, the individual posting the Video/Photo:

- a. declares having obtained consent to participate/appear in the Video/Photo from all individuals appearing in the Video/Photo (or, in the case of any such individuals who are under the legal age of majority in their jurisdiction of residence, the parent or legal guardian of such individuals);
- b. declares the Video/Photo is unique, original and created solely by the individual posting the Video/Photo;
- c. declares they have the right to use, disseminate, publish, and distribute the Video/Photo (including, without limitation, for the purposes of this Contest in accordance with these Rules) without violating any laws or third-party rights;
- d. agrees to indemnify the Releasees (as defined below) for any expenses incurred from any claims resulting from: (i) the use and/or dissemination of the Video/Photo by or on behalf of the Sponsor; and/or (ii) any breach of these Rules by the individual posting the Video/Photo;
- e. gives Sponsor a worldwide, non-exclusive, royalty-free, sublicensable, fully transferable, irrevocable license to use, reproduce, disseminate, publish, distribute, represent publicly, communicate to the public by telecommunication, make available, edit and modify the Video/Photo around the world and in perpetuity, in any type of media, with no further remuneration or notice whatsoever and, where appropriate, for all purposes related to Sponsor activities, including but not limited to dissemination through various media and on the Sponsor's social media channels (Facebook, X, Instagram, TikTok and YouTube); and
- f. waives all moral rights (and declares having obtained from all other individuals appearing in, or otherwise involved in the creation of, the Video/Photo (or, in the case of any such individuals who are under the legal age of majority in their jurisdiction of residence, the parent or legal guardian of such individuals)) protecting the Video/Photo in favour of the Sponsor (and anyone authorized by the Sponsor to use the Video/Photo).

The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, but not limited to, government-issued photo identification): (i) for the purposes of verifying the eligibility of any individual and/or Team

to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Video/Photo and/or other information for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

- 6. AWARDING OF POINTS:** For each eligible and unique Video/Photo, the Team tagged in the posting of such Video/Photo will be awarded one (1) point (each, a "Point"). Except as provided below, no more than one (1) Point will be awarded for any one (1) Video/Photo, regardless of the number of times or the number of social platforms to which it is posted. Only one of the same specific good deed will be allowed per Team. By way of example only: if multiple members of a Team participate in a good deed (such as shoveling a driveway), only one (1) Video/Photo of such good deed may be posted and such Video/Photo will only be eligible for Points to be awarded once.

The Sponsor or its designated representative will determine, in their sole and absolute discretion, which Videos/Photos result in Points. All determinations of the Sponsor or its designated representative in this regard will be considered to be final and binding without right of appeal.

- 7. PRIZES:** The following prizes (collectively "Prizes") are available to be awarded:

- a. The first one hundred and fifty (150) eligible Teams that are tagged in an eligible Video/Photo submitted during the Contest Period will be eligible to receive a Team Kit prize consisting of the following items for each player on the Team (up to 18 players): toque, skate towel, stick tape and stickers. Approximate value of each Team Kit is \$400. No more than one (1) Team Kit will be awarded to any Team. The Team's Representative will act as the designated point of contact on behalf of each Team confirmed by the Sponsor as the winner of a Team Kit prize (each a "Kit Team")
- b. There is one (1) grand prize available to be awarded (the "Grand Prize"), consisting of \$100,000 (CAD) in the form of a cheque made payable to the Winning Team's registered charity of choice in Canada, as designated by the Winning Team's Representative (as defined below), subject to the Sponsor's ultimate approval in its sole and absolute discretion. The Winning Team's Representative will act as the designated point of contact on behalf of the Team confirmed by the Sponsor as the Grand Prize winner (the "Winning Team").

All Prizes must be accepted as awarded by the applicable Team's Representative without substitution and is not transferable. The Sponsor reserves the right, in the event that a prize (or any part thereof) cannot be awarded as described for any reason, to substitute another prize of equal or greater value, without liability. The Releasees are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of a prize. The "Representative" shall be the individual registered with Hockey Canada as the manager of the Kit Team or the Winning Team (as applicable), as of the close of the Contest Period.

- 8. WINNING TEAM SELECTION PROCESS:** The Team that receives the highest number of Points (as determined by the Sponsor in its sole and absolute discretion) during the Contest Period will be eligible to be confirmed as the Winning Team. The Representative of the Team who receives the highest number of Points during the Contest Period will be contacted in accordance with section 9 below.

In the event of a tie at the end of the Contest Period, the Grand Prize will be equally divided among the registered charities of choice in Canada, as designated by the Representative of each Winning Team (subject to the Sponsor's ultimate approval in its sole and absolute discretion).

IMPORTANT NOTE: Representatives, Team members and other individuals may encourage other individuals to submit a Video/Photo; however, no form of incentive, inducement, prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of an individual's Video/Photo submission. Any Representative, Team or other individual determined by the Sponsor to be directly or indirectly engaging in such behaviour is subject to disqualification, and the corresponding Points, Video/Photo and/or Team is subject to disqualification in the sole and absolute discretion of the Sponsor.

- 9. GRAND PRIZE NOTIFICATION:** The selected Winning Team will be notified through its Representative via the contact information on record with Hockey Canada on or about March 6th, 2024. If the Representative (a) cannot be reached by telephone or email within forty-eight (48) hours of notification; or (b) fails to return the properly executed release form within the specified time; then such selected Winning Team will be disqualified and the Team with the second highest number of Points will be selected and the process above will be repeated until such time as the Grand Prize has been awarded, or there are no more eligible Teams.

The Grand Prize will be distributed following the end of the Contest Period. None of the Releasees will be responsible for failed attempts to contact a Representative. To be declared the Winning Team, the Representative of the Team must: (a) sign a release form, which, among other things: (i) confirms compliance with these Rules and certifies eligibility; (ii) confirms acceptance of the Grand Prize as awarded, without substitution; (iii) releases the Sponsor, its parent company, affiliated companies, subsidiaries, divisions, advertising and promotion agencies, Hockey Canada, Hockey Canada's Regional Members and Minor Hockey Associations, and all of their respective agents, employees, directors, officers, shareholders, successors and assigns (collectively, the "Releasees") from any liability in connection with the Contest and the Grand Prize; and (iv) agrees to the use of their name, Team name, city and province/territory of residence, and image without further notice or remuneration, in connection with any publicity carried out by or on behalf of the Sponsor.

- 10. TEAM KITS:-**The Teams eligible for the Team Kit as described in section 7 above will be notified through their Representatives via the contact information on record with Hockey Canada within the contest period between January 19th 2024 – March 3rd 2024. If the Representative (a) cannot be reached by telephone or email within forty-eight (48) hours of notification; or (b) fails to return the properly executed release form within the specified time; then such selected Team will be ineligible to receive a Team Kit. In such event, the next Team to be tagged in an eligible Video/Photo submitted during the Contest Period will be eligible to receive a Team Kit prize.

- 11. GENERAL:** If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest, then the Sponsor reserves the right, in its sole and absolute discretion, to take whatever action it deems necessary based on the circumstances to help ensure that the Contest is being conducted in accordance with the Sponsor's interpretation of the letter and spirit of these Rules (including without limitation disqualifying any Video/Photo at any time).

The Releasees will not be liable for any failure of any Contest related website or any social media platform, and do not assume any responsibility for incorrect or inaccurate capture of information, technical malfunctions, human or technical error, tampering, including the use of bots, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any

telephone or computer lines or networks, computer equipment, software or any combination thereof. The sole determinant of the time for the purposes of a valid Video/Photo submission in this Contest will be the Sponsor's official clock(s). In the event it is determined by the Sponsor in its sole and absolute discretion that a Team or an individual has participated in a fashion not sanctioned by these Rules, Sponsor reserves the right, in its sole and absolute discretion, to take whatever action it deems necessary based on the circumstances to help ensure that the Contest is being conducted in accordance with the Sponsor's interpretation of the letter and spirit of these Rules (including without limitation disqualifying any Video/Photo at any time).

- 12. CONTEST CHANGES AND CANCELLATION:** The Sponsor reserves the right to the extent applicable, to terminate, suspend or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, such as tampering, the Sponsor reserves the right to cancel the Contest. The Releasees shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest, including, but not limited to, any damage to an individual's mobile phone, computer equipment, system, software or any combination thereof, as a result of the individual's participation in this Contest. Further, the Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any participant, and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.
- 13. DISCREPANCIES:** In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest related materials, including, but not limited to: the French version of these Rules, the registration form, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.
- 14. PERSONAL INFORMATION:** Personal information collected as part of this Contest will be collected, used and disclosed by the Sponsor to administer the Contest and as otherwise set out in these Rules. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please visit <http://www.gm.ca/gm/english/corporate/about/privacy/overview>. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.
- 15.** This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, X, Facebook, YouTube or TikTok. The operators of all such platforms are hereby completely released of all liability by each Team and each individual posting a Video/Photo. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to the platform operator.