

**KRAFT HOCKEYVILLE 2012  
COMPETITION RULES  
(the “Competition Rules”)**

**Entries will be accepted from November 18, 2011 at 12:00:01 am ET to January 31, 2012 at 11:59:59 pm ET (the “Competition Period”) ONLY.**

**Will your community make it to the Top 15? Last year Conception Bay South, Newfoundland was number 1 — Who will be crowned “Kraft Hockeyville 2012”?**

**ARE YOU KRAFT HOCKEYVILLE 2012?**

From a downtown community neighbourhood rink in Vancouver to a small community in New Brunswick, hockey communities exist all over this country, but which one has what it takes to be the best? Kraft Hockeyville 2012 (the “Competition”), presented by Kraft Canada Inc., the Canadian Broadcasting Corporation, NHL Enterprises Canada, L.P., and the National Hockey League Players’ Association (collectively, the “Sponsors”), is the unique and exciting competition designed to find out which Canadian community stands above all the others. The Competition will seek out the community that best exemplifies Canada’s spirit. It’s the ultimate Canadian Competition!

The winning community (the “Grand Prize Winning Community”) will win the experience of a lifetime, including:

- “Kraft Hockeyville 2012” title and trophy
- The opportunity to host an NHL® pre-season hockey game (the “Game”)
- \$100,000 to be used for upgrades to the Home Arena that the winning Entrant nominates (as such terms are defined below)

In addition, the Grand Prize Winning Community will be featured on a CBC television broadcast related to the Game in the fall of 2012, at a date to be determined by the Sponsors in their sole discretion.

See full details under Section 4 (“Prizes”) below.

**1. ENTRY PROCEDURES AND PARTICIPATION DETAILS**

***Competition:***

**NO PURCHASE NECESSARY.** During the Competition Period, any individual who meets the requirements set out under Section 3 below (“Conditions of Eligibility”) may register to participate in the Competition. Each such registered individual who enters the Competition in accordance with these Official Rules is an “Entrant”. All individuals registering for the Competition must acknowledge and agree that they have read, understood and complied with the Competition Rules, including the Conditions of Eligibility.

To register, each eligible individual must complete the official registration form, which can be obtained:

- online at [www.krafthockeyville.ca](http://www.krafthockeyville.ca) (the “Website”); or

- by calling CBC Audience Relations at 1-866-306-4636 to have a copy mailed.

As part of the registration process, each eligible individual must nominate: (a) a community in Canada to be the Grand Prize Winning Community and earn the title “Kraft Hockeyville 2012”; and (b) an ice hockey arena within the same Region (as defined in Section 2) as such community (the “Home Arena”). If a community is not already listed on the Website, the Entrant will have an option to add a new community.

After registering, each eligible individual must submit a short story (of up to 4,000 characters, including spaces) about his/her chosen community. The subject of the short story must cover the following topics: community spirit and passion for hockey. Entrants are encouraged (but not required) to submit at least one photo of the community.

To be considered for the Top 15 (as set out in Section 2), the completed registration form, the short story, and any photo(s) (collectively, an “Entry”) must be received in full via the Website no later than January 31, 2012 at 11:59:59 p.m. ET. Each Entrant who submits his or her Entry on or before 11:59:59 pm ET on December 16, 2011 will have the option to also enter the Early Bird Competition described below. The sole determinant of time for the purposes of receipt of a valid Entry will be the computer servers of the Sponsors. Proof of transmission (screenshots or captures, etc.) does not constitute proof of receipt.

***Early Bird Competition:***

No purchase is necessary. To be eligible for the Early Bird Competition, an Entrant must meet the Conditions of Eligibility and have submitted his/her Entry to the Competition on or before 11:59:59 pm ET on December 16, 2011. To enter the Early Bird Competition, the Entrant must then log on to the Website and follow the on-screen instructions within the “Early Bird Competition” section on or before 11:59:59 pm ET on December 16, 2011. The on-screen instructions will require the Entrant to nominate a minor hockey association in his/her community and submit an essay, 1000 characters or less, including spaces, describing what his/her community would do with \$10,000 of new hockey equipment (the “Bonus Essay”). Once complete, the Entrant must click “Submit” and he/she will be automatically entered into the Early Bird Competition. One Early Bird Competition entry per Entrant. The minor hockey association of the Early Bird Competition winner’s choice will receive the Early Bird Prize, described in Section 4(3) below.

***General:***

Entries, Bonus Essays and any other materials submitted in connection with the Competition including stories, videos and music (“Other Materials”) may be used in any and all media (including, without limitation, on tv or on the Website) by the Sponsors in accordance with these Competition Rules. All Entries and Bonus Essays that are deemed inappropriate by the Sponsors or are not suitable for a family audience will be disqualified at the sole discretion of the Sponsors. All Entries, Bonus Essays and Other Materials shall become the property of the Sponsors and will not be returned to Entrants.

The Sponsors are not liable for lost, late, stolen, illegible, misdirected, mutilated, garbled or incomplete Entries or Bonus Essays, which may be judged void. Any Entries or Bonus Essays used in this Competition that have been tampered with, altered or otherwise

irregular, reproduced, submitted using robotic, automated, programmed or illicit means, contains false information, not legitimately obtained, contain or reflect any error, or do not conform with or satisfy any or all of the condition of these Competition Rules, as determined by the Sponsors in their sole discretion, will be void.

**Note: Entrants must not submit any photographs or Other Materials that show any items bearing business, designer, or sports logos or designs (other than logos or designs owned by Entrant). Entrants must have the consent of any individuals that appear in their Entry or any Other Materials. All Entries, Bonus Essays and Other Materials must: (i) be original to the Entrant; (ii) not have been previously published or won any other prize/award; (iii) not infringe copyright, intellectual property rights, personality rights or other third party rights (including, without limitation, privacy, or other property or civil rights) of any other party, including but not limited to any person, group, entity, or company; (iv) not be explicit in nature or in bad taste, as determined by the Sponsors in their sole discretion; (v) not contain any viruses, worms or other computer programming intended to interfere with the administration of this Competition or the ability of others to participate in the Competition.**

For enquiries relating to your registration form, please contact [krafthockeyville@cbc.ca](mailto:krafthockeyville@cbc.ca).

## **2. SELECTION PROCESS**

### ***Early Bird Competition***

Eligible Bonus Essays will be judged by a panel of people selected by the Sponsors in their sole discretion (the "In-House Panel"). Judging will be based on the following criteria: community spirit (50%) and passion for hockey (50%) (the "Early Bird Criteria"). In the event of a tie, the tied Bonus Essays will be re-judged on the same criteria. The decisions of the In-house Panel are in its sole discretion and are final. The Sponsors will attempt to reach the selected potential Early Bird Prize winner by phone no later than January 17, 2012. If potential Early Bird Prize winner cannot be contacted by January 24, 2012, the Early Bird Prize will not be awarded.

### ***Grand Prize Winning Community and Secondary Prize Winning Communities***

The In-House Panel will select the three (3) top Entries per Region (collectively, the "Top 15") by judging each Entry for originality (1/3), community spirit (1/3) and passion for hockey (1/3) (the "Competition Judging Criteria"). In the event of a tie, the Entry with the highest points for "passion for hockey" will be judged the winner. The decisions of the In-house Panel are in its sole discretion and are final. "Region" shall mean any one of the following: (i) **Atlantic Region** (Newfoundland & Labrador, Prince Edward Island, Nova Scotia and New Brunswick); (ii) **Quebec**; (iii) **Ontario**; (iv) **West Region** (Manitoba, Saskatchewan, Alberta, Northwest Territories, Nunavut); and (v) **Pacific Region** (British Columbia and Yukon).

Each Entry in the Top 15 will correspond to a different community, such that no community will occupy more than one position within the Top 15.

The Top 15 will be showcased on CBC's Hockey Night in Canada on March 3, 2012 and then move on to the next stage of the Competition, described below.

## **VOTING**

Any person who is 13 years of age or older is able to vote for an Entrant's nominated community to win the Competition. There are two ways to vote: online by the Website and by phone.

**Voting rules will be posted to the Website by Thursday, March 1, 2012.**

### **Voting Windows**

There are two voting windows. The first voting window will open March 4 at 12:01:01 a.m. ET and close March 6 at 8:59:59 p.m. ET ("First Audience Voting Period"). During the First Audience Voting Period, eligible voters can vote for their favorite community within the Top 15 by applying the Competition Judging Criteria to the Entries of the Top 15 posted on the Website. The votes received during the First Audience Voting Period will determine the top Entry from each of the five Regions (the "Top Five"). The Top Five will be revealed on CBC's Hockey Night in Canada as set forth under "Competition Schedule" below.

Once the Top Five have been revealed, voters will be re-invited to vote for the Grand Prize Winning Community in the second voting window, which will open March 18 at 12:00:01 a.m. ET and end March 20 at 8:59:59 p.m. ET ("Second Audience Voting Period"). During the Second Audience Voting Period, eligible voters can vote for their favorite community within the Top Five by applying the Competition Judging Criteria to the Entries of the Top Five posted on the Website. The votes received during the Second Audience Voting Period will determine the Grand Prize Winning Community. The Grand Prize Winning Community will be revealed on CBC's Hockey Night in Canada as set forth under "Competition Schedule" below.

The Sponsors have the right to disqualify any vote that they deem, in their sole discretion, to be fraudulent, submitted using robotic, automated, programmed or illicit means, in violation of the Competition Rules or that would otherwise undermine the integrity of the Competition.

## **3. CONDITIONS OF ELIGIBILITY**

### ***Communities:***

The Competition is open to all Canadian communities. To be eligible, a community must be nominated by an Entrant who has submitted an Entry in accordance with these Competition Rules and must also have at least one photo of the Community submitted by an Entrant.

### ***Entrants:***

To be eligible to register, you must be a legal resident of Canada and be 13 years of age or older as of the start of the Competition Period. Entrants who have not reached the age

of majority in their province or territory of residence as of the start of the Competition Period (a "Minor Entrant") must have the authorization of their parent or legal guardian to participate. In addition, the parent or legal guardian of each Minor Entrant will be required to execute any required release forms on behalf of such Minor Entrant or such Minor Entrant will not be eligible to participate in the Competition. The following individuals are not eligible to participate in the Competition: (i) directors, officers, employees and members of the Sponsors, the National Hockey League, its member teams, NHL Enterprises, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC and Overinteractive Media, Inc.; (ii) directors, officers, employees and members of the affiliates, advertising and promotional agencies and/or representatives of each entity described in clause (i); (iii) the In-House Panel; (iv) any other person connected with the production or administration of the Competition (the Sponsors and all entities and individuals described in the foregoing clauses (i) through (iv), are collectively, the "Competition Parties"); and (v) immediate family members of any of the Competition Parties or those with whom any of the Competition Parties are domiciled. For these Competition Rules, "immediate family" means mother, father, sons, daughters, sisters, brothers, spouse, including common law, regardless of where they reside.

#### **Arenas:**

In order for the Home Arena to be used for the Game, it must:

- be outfitted with artificial ice;
- meet the NHL® and NHLPA's standards;
- be available and able to be used five days prior to, and on the date of the Game which shall take place on a date between July 1, 2012 and September 30, 2012 to be chosen by the Sponsors in their sole discretion; and
- be located within a radius of 200 km from an airport that has at least a 6,000 foot runway at which the NHL® teams are able to arrive by their usual form of air transportation.

If the Home Arena does not meet all requirements outlined above, the Grand Prize Winning Community will host the Game at the nearest alternative arena that meets all such requirements, to be selected by the Sponsors in their sole discretion, after consultation with the Entrant (the "Alternative Arena"). If the Game is played at an Alternative Arena, the \$100,000 in arena upgrades will still be awarded to the Home Arena nominated by the Entrant and not to the Alternative Arena.

The Sponsors have the sole discretion to determine if the Entrant and community entered in the Competition are eligible to participate, and if the appropriate authorizations and arena information can be obtained from the owners of the Home Arena and/or the Alternative Arena, if applicable.

## **4. PRIZES**

### **1) Grand Prize**

One (1) Grand Prize Winning Community will be chosen by audience votes from the Top Five. The Grand Prize Winning Community will win the following prizes (collectively, the "Grand Prize"):

- "Kraft Hockeyville 2012" title and trophy;
- The opportunity to host the Game at the Home Arena (or Alternative Arena, if necessary) on a date between July 1, 2012 and September 30, 2012 to be chosen by the Sponsors in their sole discretion; and
- \$100,000 to be used for upgrades to the Home Arena that the winning Entrant nominates
- The approximate value of the Grand Prize is up to \$450,000 which is based on the Sponsors' fees and expenses for staging the Game and subject to the travel requirements of participating NHL® teams and/or players, the location and seating capacity of the Home Arena or Alternative Arena, as applicable.

As part of the Grand Prize, the Grand Prize Winning Community will be featured on a CBC television broadcast related to the Game, in the fall of 2012, at a date to be determined by the Sponsors in their sole discretion. **The Sponsors reserve the right to suspend, cancel or postpone the Game in their sole discretion.**

Note: The Grand Prize Winning Community, the Entrant whose Home Arena receives the \$100,000 to be used on Home Arena upgrades, the arena that hosts the Game, and all third parties are expressly prohibited from using, selling, bartering, trading, and/or auctioning tickets to the Game for any promotional, prizing or commercial purpose. The Sponsors shall have the right, in their sole discretion, to determine whether any use of Game tickets is noncompliant with these Competition Rules.

The odds of winning the Grand Prize are directly related to the number of Entrants, the application of Competition Judging Criteria by the In House Panel and the number of audience votes.

## **2) Secondary Prizes**

There are four (4) Secondary Prizes available to be won. Each Entrant in the Top 5 whose community does not become the Grand Prize Winning Community will receive \$25,000 to be used for upgrades to the Home Arena nominated by the Entrant.

The odds of winning a Secondary Prize are directly related to the number of Entrants, the application of Competition Judging Criteria by the In House Panel and the number of audience votes.

## **3) Early Bird Prize**

There will be one (1) Early Bird Prize available to be won, consisting of Bauer hockey kits for youth, ages 4 - 10, (stick, helmet, gloves, shoulder and elbow pads, shin guard, pants, and a bag) with an aggregate approximate retail value of \$10,000 as established by suppliers as of October 18, 2011. Sizes and amount of kits included in the Early Bird Prize to be determined by Sponsors in their sole discretion.

The odds of winning the Early Bird Prize are directly related to the number of eligible Early Bird entries received and the application of the Early Bird Criteria.

### **All Prizes**

All prize winners, including the owners and/or operators of winning Home Arenas, as well as the owner and/or operator of the Alternate Arena, if applicable, will be required to sign release form(s) and other appropriate documentation to receive their prizes and/or host the Game.

Each prize must be accepted "as is" and may not be exchanged for an amount of money, auctioned, bartered, sold or transferred and are non-refundable. No substitutions will be allowed, except as set forth below.

If the whole or any part of any prize is cancelled or unavailable, the winning community and/or minor hockey association, as applicable, agrees to accept alternative prizes which have approximate value equal or greater to the cancelled or unavailable prize(s) or portion(s) thereof in and as full satisfaction thereof, and Entrants and winning communities agree they shall have no claim against the Competition Parties or any other person in respect of the cancelled or unavailable prize(s) or portion(s) thereof.

The Sponsors will have no liability to an Entrant who is unable to attend or take part in any part of the Competition or participate in a prize for whatever reason. There is no obligation on the part of the Sponsors to record or broadcast the appearance or participation of any particular Entrant in connection with the Competition.

Refusal to accept a prize releases the Competition Parties of all responsibility and obligations toward the winner of such prize.

Prize winners are solely responsible for all costs, taxes or other fees not expressly described herein.

## **5. COMPETITION SCHEDULE**

### **November 18 – January 31, 2012**

Entries must be submitted as described above.

### **December 16, 2011**

Entries for the Early Bird Competition must be submitted as described above.

### **December 17, 2011**

Early Bird Competition winner selected.

### **January 31, 2012**

Deadline for Entries to the Competition.

**February 1 – March 2, 2012**

In-House Panel chooses Top 15 as described above.

**March 3, 2012**

Top 15 communities are announced on CBC's Hockey Night in Canada.

**March 4 – March 6, 2012**

Canadians vote for their favorite communities in the Top 15.

**March 17, 2012**

Top Five communities are revealed on CBC's Hockey Night in Canada.

**March 18- March 20, 2012**

Canadians vote for their favourite community in the Top Five.

**March 24, 2012**

CBC's Hockey Night in Canada will recap the Top Five and promote "Live in Five".

**March 31, 2012**

CBC's Hockey Night in Canada broadcasts "Live in Five" and announces Grand Prize Winning Community.

**July 1 – September 30, 2012**

The Game will be held in the Home Arena or Alternative Arena, if necessary, the date to be determined by the Sponsors in their sole discretion.

**Fall 2012**

The Grand Prize Winning Community will be profiled on a CBC television broadcast related to the Game, the date to be determined by the Sponsors in their sole discretion.

**6. GENERAL RULES**

6.1 The Sponsors reserve the right to change the structure, process, timing, duration or any other aspect of the Competition including these Competition Rules at any time in their sole discretion without individual notice or liability. Without limiting the generality of the foregoing, the Sponsors reserve the right to cancel or suspend or terminate this Competition for any reason including fraud, technical failures, any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes beyond the control of the Competition Parties that may corrupt the administration, security, or proper execution of the Competition.

6.2 The Sponsors further reserve the right to replace at their sole discretion any Entrant who for any reason fails, or is disqualified from, or unable to participate in any

aspect of the Competition, as determined by the Sponsors in their discretion, with another Entrant.

6.3 It is a condition of entry in the Competition that Entrants make themselves available to participate in all stages of and all activities related to the Competition (including without limitation recordings and participation in interviews, appearances, promotional and publicity activities); and agree, sign and abide by all applicable release forms and these Competition Rules, including any revisions. Entrants agree to execute all documents necessary to assign any and all prizes to the appropriate community. As stated in Section 3, each Minor Entrant's parent or legal guardian must authorize his/her participation and execute all release form(s) on behalf of such Minor Entrant. .

6.4 The Sponsors' and In-House Panel's decisions (or, where appropriate, the decision of the audience voting, as recorded by the voting service provider) are final and binding. The Sponsors reserve the right to consult with the In-House Panel in the matter selecting the Top 15 and the winner of the Early Bird Prize; however, the decisions of the In-House Panel are in its sole discretion and are final and binding. Where the integrity of the audience voting system is compromised or the audience voting system is otherwise not functioning, as determined by the Sponsors in their sole discretion, the Sponsors reserve the right to make all final decisions in relation to the Competition.

6.5 The Sponsors shall own all rights, including copyright, in each Entry, Bonus Essay and in all Other Materials. Each Entrant and each Minor Entrant's parent or legal guardian agrees that, to the extent permitted by law, the Sponsors and their agents can use, modify, extract, exploit, and distribute in any media, now known or hereafter created, including without limitation the Internet, worldwide in perpetuity, the Entrant's Entry, Bonus Essay, Other Materials, name, likeness, image, voice, comments and appearances without any further consent or compensation. Further, by entering the Competition, each Entrant represents and warrants that each individual who is included, shown or described in such Entrant's Entry, Bonus Essay or Other Materials (each an "Other Individual," and collectively, the "Other Individuals") has as of the date of Entrant's submission, agreed that the Sponsors and their agents can use, exploit, and distribute in any media now known or hereafter created, including without limitation the Internet, worldwide in perpetuity, such Other Individual's name, likeness, image, voice, comments without any further consent or compensation. By entering, all Entrants agree to waive any and all copyright, personality, privacy or other interest, of any nature or kind, they may have in their Entry, Bonus Essay, Other Materials, and appearances, including without limitation any moral rights in the foregoing, and unconditionally assign such rights and interests to the Sponsors. By entering the Competition, each Entrant represents and warrants that each Other Individual has, as of the date of Entrant's submission, agreed to waive any and all copyright, personality, privacy or other interest of any nature or kind they may have in any Entry, Bonus Essay, Other Materials and appearances, including without limitation any moral rights in the foregoing.

6.6 Entrants acknowledge that the Competition Parties are not responsible for and are in no way liable for any injuries, loss or damages arising from the Competition and agree to release and hold harmless all such Competition Parties from any liability in connection with the Competition or any prize awarded.

6.7 All information requested by and supplied to the Sponsors by each Entrant must be truthful, accurate, and in no way misleading. The Sponsors reserve the right to disqualify any Entrant or community from the Competition in their sole discretion, should the Entrant or community at any stage supply untruthful, inaccurate, or misleading details and/or information or should the Entrant or community be or become ineligible at any stage of the Competition pursuant to the Competition Rules.

6.8 The Competition Parties shall not be liable for any Entries or Bonus Essays not received for any reason or Entries or Bonus Essays declared void, losses, delays, mistaken addresses, typographical errors, errors on printed or electronic material, technical, computer or telephone malfunctions, loss or theft of computer data, damage to software or computer equipment, fraudulent calls or any other mistake. Any attempt by a participant to deliberately damage the Website or undermine the legitimate operation of the Competition, including but not limited to any fraudulent claims, may be a violation of criminal and civil laws. If such an attempt is made, the Competition Parties reserve the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution.

6.9 Under no circumstances, including negligence, shall the Competition Parties be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Website or the telephone lines for voting, nor assume any liability for any personal injury or property damage or losses of any kind, including without limitation, direct, indirect, consequential, incidental or punitive damages which may be sustained to an Entrant's or any other person's electronic equipment resulting from user's attempt to either participate in the Competition or download any information in connection with participating in the Competition or use of the Website or the telephone lines for voting. Without limiting the foregoing, everything on the Website is provided, "as is" without any representation or 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.

6.10 The Competition Parties shall assume no liability whatsoever for any situation in which their inability to act results from an event or situation unforeseeable or beyond their control, including but not limited to force majeure, a strike, lockout or any other labour dispute at their location or the locations of the businesses whose services are used to hold this Competition or fulfill all or any portion of a prize.

6.11 The Competition Parties shall not be liable for breaches of privacy due to interference by third-party hackers or otherwise.

6.12 In the event of a dispute over the identity of an online Entrant, the Entry or Bonus Essay (as applicable) will be deemed submitted by the authorized holder of the email account, as assigned by the Internet access provider, online service provider, or other organization (e.g. business) responsible for assigning email addresses for the domain associated with the submitted email address.

6.13 This Competition is subject to all applicable laws and regulations. To the extent permitted by law, any dispute arising from this Competition will be determined in accordance with the laws of the Province of Ontario, without reference to its conflict of law principles, and the Entrants consent to the personal jurisdiction of the courts located in Toronto, Ontario and agree that such courts have exclusive jurisdiction over all disputes.

## **Competition Rules**

These Competition Rules are available on the Website. This Competition will be run in accordance with these Competition Rules, subject to any amendment by the Sponsors. In the event of any dispute concerning the operation of any element of the Competition or these Competition Rules, the decision of the Sponsors will be final and binding. Any questions about the Competition can be answered by emailing [kraffthockeyville@cbc.ca](mailto:kraffthockeyville@cbc.ca)

## **Privacy**

All personal information collected, such as Entrant's name, address, telephone number, e-mail address and age, shall be used for the purposes of administering this Competition and, with the consent of Entrants over the age of majority, may be used for market research and marketing purposes. The information will not be sold to third parties. Any personal information (such as names, photographs or other likeness) contained within any materials submitted as part of the Entry may be broadcast, distributed or otherwise exploited as set out in these Competition Rules. Entrant will also be subject to CBC's terms and conditions for user generated content which can be found at <http://www.cbc.ca/aboutcbc/discover/submissions.html>

## **Intellectual Property**

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