

DAYTONA 500 VIP WEEKEND Powered by TSN

OFFICIAL RULES AND REGULATIONS

October 7, 2017 – November 19, 2017

No purchase necessary. Void where prohibited and restricted by law.

1. **CONTEST SPONSOR:** The DAYTONA 500 VIP WEEKEND Powered by TSN (the “**Contest**”) is sponsored by The Sports Network Inc. (“**TSN**” or the “**Contest Sponsor**”).
2. **CONTEST ADMINISTRATOR:** The Contest is being administered on behalf of TSN by Holtby Enterprises Inc. DBA My Brother Darryl (the “**Administrator**”).
3. **CONTEST DATES:** The Contest starts at 12:00:01 a.m. Eastern Time (“**ET**”) on Saturday, October 7, 2017 and closes at 11:59:59 p.m. ET on Sunday, November 19, 2017 (the “**Contest Period**”).
4. **HOW TO ENTER:** To enter the Contest, simply visit the website located at www.tsnatdaytona.ca and complete and submit your entry by following the instructions found on the Contest page. All entries must include your first and last name, email address, and postal code, as well as acknowledgment of age and acceptance of these official rules and regulations (the “**Rules**”).

Limit of one (1) entry per individual, per day (where a “day” begins at 12:00:01 a.m. ET and ends at 11:59:59 p.m. ET), as determined by the Contest Sponsor in its sole and absolute discretion relying on its official data and records.

In the event of a dispute, entries shall be deemed to be submitted by the "Authorized Account Holder" of the email address submitted at the 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.

By participating in this Contest, entrants automatically agree to accept and abide by these Rules. All decisions of the Contest Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of entries, are final and binding on all entrants in all matters as they relate to this Contest. All entries become property of the Contest Sponsor.

5. **ELIGIBILITY:** To enter and to be eligible to win, an entrant must, at the time of entry, be a legal resident of Canada (excluding Quebec) and have reached the age of majority in the province or territory in which they reside.
Notwithstanding the foregoing, employees of the Contest Sponsor, Administrator, Daytona International Speedway, LLC, their respective agents, parent, affiliated or related companies, subsidiaries, divisions, prize sponsors (where applicable), and promotional and advertising agencies and administrators (collectively, the “**Contest Parties**”), NASCAR, Inc., and the parents, spouse, siblings and children of, and persons domiciled with, any such employee are ineligible to enter. Further, a winner of a previous TSN contest within the 3 months preceding the start of this Contest (including persons designated by such winners to take ownership of prizes) and persons domiciled with such a winner are also not eligible to enter.
6. **PRIZE:** There is one (1) prize (the "**Prize**") available to be won in Canada (excluding Quebec) consisting of a trip for the winner and one (1) travelling companion to attend the Monster Energy

NASCAR Cup Series™, DAYTONA 500 and NASCAR XFINITY Series™, PowerShares QQQ 300 races conducted at Daytona International Speedway, Daytona Beach, Florida on February 17 and 18, 2018 (subject to change without notice) and includes:

- round trip economy air fare for two (2) from an International Canadian airport closest to the winner's place of residence in Canada (hereinafter referred to as the "**Departure Point**") to Orlando, Florida (the "**Destination Airport**");
- three (3) nights double occupancy accommodation at a hotel chosen by the Contest Sponsor (the "**Hotel**");
- ground transportation selected at the Contest Sponsor's sole discretion between the Destination Airport and Hotel;
- suite access for both races;
- access to pre-race ceremonies; and
- one thousand (\$1,000) CAD spending money.

The approximate retail value of the Prize is \$11,000 CAD based on a Toronto, Ontario Departure Point.

PRIZE DETAILS AND TERMS: All characteristics and features of the Prize (unless explicitly stated above) are at the Contest Sponsor's sole and absolute discretion. The Prize and any portion thereof, is non-exchangeable, non-transferable, non-refundable, has/have no cash surrender value and must be accepted as awarded with no substitutions. The Contest Sponsor reserves the right to substitute the Prize, in whole or in part, in the event that all or any component of the Prize is unavailable or for any other reason.

The Prize winner and his/her travelling companion are solely responsible for all costs not expressly described herein, including, without limitation, as applicable, taxes (including, but not limited to, departure taxes), fuel/currency surcharges, airport improvement fees, excess baggage fees, connecting flights (including to the Departure Point), sightseeing tours and other in-destination activities, meals and beverages, room service, room upgrade, in-room pay-per-view movies, gratuities, merchandise, telephone calls, insurance (including, but not limited to, travel insurance, medical insurance and trip cancellation insurance), any required travel documentation and costs associated with obtaining said documents, costs for obtaining necessary vaccinations, all personal expenses of any kind or nature, ground transportation not specifically mentioned above, and any overnight layover.

The Prize winner and his/her travelling companion are also solely responsible for all costs incurred to and from the winner's and travelling companion's place of residence and the Departure Point (including transportation) as the Prize originates and terminates there.

It is the sole responsibility of the Prize winner and his/her travelling companion to (1) obtain all necessary travel documentation including passports and visas, and (2) comply with any and all applicable travel requirements including, but not limited to, customs and immigration. It is recommended that the Prize winner and his/her travelling companion obtain sufficient personal health and travel insurance prior to departure. The Prize winner and his/her travelling companion must be able to travel at the times and dates as determined by the Contest Sponsor, in its sole discretion and authority, failing which the Prize will be forfeited.

If the winner and/or his/her travelling companion is unable to travel during the applicable date ranges communicated to them, the Prize will be forfeited and an alternate winner may be selected from among all remaining valid entries at the sole discretion of the Contest Sponsor. Departure dates and accommodation are subject to availability and change without notice or compensation. No change in travel arrangements can be made by the Prize winner once his/her booking has been confirmed. The Prize may not be used towards any type of frequent flyer mileage, or other loyalty or reward point accumulation program.

The execution and return of additional releases and/or waivers of liability required by Daytona International Speedway, LLC and/or any other applicable sanctioning body or prize provider related to the Contest and/or Prize may also be required within the time period specified by such entities, as appropriate.

TRAVEL COMPANION CONDITIONS: In order to participate in the Prize, the travelling companion must:

- be in full compliance with these Rules;
- be a legal resident of Canada that has reached the age of majority in the province or territory in which they reside prior to Prize travel commencing;
- travel together with the Prize winner on the same itinerary from the same Departure Point; and
- sign and return (within the time stipulated by the Contest Sponsor) a full release and indemnity (see section 10 below for details).

7. **WINNER SELECTION:** On Tuesday, November 21, 2017 at approximately 12:30 p.m. ET, a random draw from among all eligible entries received during the Contest Period will take place at the offices of TSN in Toronto, Ontario in order to determine the winner. The first entry drawn will be eligible to win the Prize. The odds of winning the Prize will depend on the number of eligible entries received during the Contest Period. TSN, acting reasonably, will attempt to contact the potential Prize winner within one (1) business day after the draw by e-mail, at the e-mail address provided as part of the entry, (and additionally by phone where an entrant has voluntarily provided a phone number in the Contest entry form) to notify the potential winner that he or she has been selected as the potential winner (the “**Winner Notification**”). In the event that the potential Prize winner cannot be contacted within five (5) business days of the Winner Notification (including failing to reply to the Winner Notification) or, if contacted, does not meet all of the Contest conditions outlined in these Rules, the potential Prize winner will be disqualified. In such case, and at the Contest Sponsor’s sole discretion, an alternate potential Prize winner may be drawn from among all remaining eligible entries whom TSN will attempt to contact and who will be subject to disqualification in the same manner. The Contest Sponsor and the Released Parties (defined below) are not responsible for failed attempts to notify any selected entrant or for any failure of a reply to Winner Notification by a potential winner. Upon Prize forfeiture, no compensation will be given. The provisions and procedures referred to above relating to selection and notification of a potential winner shall be applied, with the necessary amendments, until a qualified winner has been duly selected, but in any event, no later than December 19, 2017. Proof of identification must be provided upon request.
8. **WINNER CONDITIONS:** In order to be confirmed as the Prize winner and before being awarded the Prize, the potential winner must first: (a) correctly answer, unaided, a time limited mathematical skill testing question administered by TSN; and (b) sign and return (within the time stipulated by the Contest Sponsor) a full release and indemnity (see section 10 below for details). In the event that a potential winner does not comply with all the provisions as contemplated in these Rules (as determined by the Contest Sponsor in its sole and absolute discretion), the Contest Sponsor shall have the right to disqualify such potential winner, and draw an alternate potential winner, and the Contest Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.
9. **TAMPERING:** Any attempt by any entrant to exceed any of the limits stated in these Rules in any manner, including without limitation by using multiple/different names, e-mail addresses, identities, registrations, logins, robotic, macro, script, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, contest entry services) or any other

methods, will void that person's entries and eligibility to win the Prize and that participant will be disqualified from the Contest and, at the sole discretion of the Contest Sponsor, any of the Contest Sponsor's other promotions. All entries that are late, incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of these Rules will be disqualified. Entry materials or data that have been tampered with or altered are void. The Contest Sponsor reserves the right, in its sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules or otherwise in a disruptive manner (such as is described above) as determined by the Contest Sponsor in its sole discretion by using or relying on any evidence or other information made available to, or otherwise discovered by, the Contest Sponsor. Any attempts to deliberately damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made the Contest Sponsor reserves its right to seek remedies and damages to the fullest extent of the law. The Contest Sponsor and the Released Parties (defined below) do not assume any responsibility for garbled, illegible, lost, late, delayed, destroyed or misdirected entries (which will be void and ineligible as entries), mail, voice messages, or e-mails, incorrect or inaccurate capture of entrant information, human or technical error, seeding or printing errors related to this Contest, failure of the Internet, any operating system, app or website during the Contest, for any problems or technical malfunction of any telephone or data network or lines, computer line or network systems, servers, access providers, computer or mobile device equipment, software, failure of any e-mail or traffic congestion on the Internet, mobile data network, or at any website or app, or any combination thereof including any injury or damage to an entrant's or any other person's computer or mobile device related to or resulting from participating in the Contest and/or using, accessing, playing or downloading any material in relation to the Contest.

10. **RELEASE AND PUBLICITY:** The Prize winner and his/her travelling companion will be required to sign and return (within the time stipulated by the Contest Sponsor) a full release and indemnity stating that, among other things, he/she (i) has read, understood, and complied with and will continue to comply with these Rules, (ii) grants all consents required, (iii) agrees to be available and to participate in publicity and/or promotions related to the Contest and/or the Contest Sponsor and/or similar matters, (iv) authorizes the Contest Sponsor to broadcast, publish, disseminate and otherwise use his/her name, city/town/village and province/territory of residence, photograph, likeness, sobriquet and voice, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation to the him/her, beyond the awarding of the Prize, (v) accepts the Prize as offered (as the winner or travelling companion, as the case may be), and (vi) releases the Contest Parties, NASCAR, Inc., Monster Energy, Comcast Cable, and their affiliates, and each of their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Released Parties**") from any and all liability of any kind arising out of his/her participation in this Contest and receipt and participation in the Prize (as the winner or travelling companion, as the case may be).
11. **TERMINATION/MODIFICATION:** If for any reason, in the opinion of the Contest Sponsor, in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected for any reason, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond their control, Contest Sponsor reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest, and/or select the winner from among all eligible entries received up until the time of cancellation, termination, modification, amendment, extension or suspension. The Contest Sponsor reserves the right to modify these Rules without materially affecting the terms and conditions hereof.

12. **PRIVACY:** Personal information collected from entrants will be used by the Contest Sponsor for the purpose of administering this Contest and, if consent is given at the time of entry, to provide the entrants with marketing information from TSN and/or Daytona International Speedway, LLC as specified in each of their respective opt-in consents. TSN and/or Daytona International Speedway, LLC (as applicable) will not otherwise sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by them to fulfill the above purposes or as permitted or required by law. By entering the Contest, entrants consent to the manner of collection, use and disclosure of personal information for the purpose of administering and promoting the Contest unless entrant otherwise agrees to receive further communications from the Contest Sponsor. Any usage of such personal information by TSN will be in accordance with its Privacy policy at http://support.bell.ca/Billing-and-Accounts/Security_and_privacy/How_does_Bell_respect_my_privacy#displayStep and any inquiry concerning the personal information held by TSN should be addressed to The Sports Network Inc., 9 Channel Nine Court, Toronto, ON M1S 4B5.

Any usage of such personal information from consenting entrants by Daytona International Speedway, LLC ("DIS") will be in accordance with its privacy policy which can be found at <http://www.daytonainternationalspeedway.com/About/Privacy-Policy.aspx> and any inquiry concerning the personal information held by DIS should be addressed to Daytona International Speedway, LLC, One Daytona Boulevard, Daytona Beach, FL 32114. .

13. **CONSTRUCTION:** Contest is subject to all applicable federal, provincial and municipal laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of entrants and the Contest Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to its conflict of law rules and provisions. All entrants consent to the jurisdiction and venue of the Province of Ontario. All entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts of Canada and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control. In the event of any discrepancy or inconsistency between the English and French version of the Rules, the English version shall prevail.

14. **COPYRIGHT:** All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Contest Parties and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.