

## **LASIK MD A BETTER VIEW CONTEST**

### **OFFICIAL CONTEST RULES**

#### **ELIGIBILITY**

1. The LASIK MD A Better View contest (the “**Contest**”) is conducted by Capital Sports & Entertainment Inc. (the “**Ottawa Senators**”) and 2025020 Ontario Inc. operating as LASIK MD Ottawa (“**LASIK MD**”) (the Ottawa Senators and LASIK MD to be collectively referred to herein as the “**Sponsors**”) and is open to all legal residents of Canada who: (i) reside in the province of Ontario; and (ii) have reached the age of eighteen (18).
2. Entrants are not eligible to participate in the Contest if they are:
  - a) employees, agents or representatives of the Sponsors or their respective agents, affiliates, subsidiaries, related companies, sponsors, advertising or promotional agencies, or assignees; or
  - b) a member of the household and/or immediate family of any of the above parties. For the purpose of the Contest Rules, “immediate family” means husband, wife, spouse, mother, father, brother, sister, son and/or daughter, whether or not they reside in the same household.
3. The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right to disqualify any entry or entrant in its and their sole discretion, should any entry or entrant at any stage contain and/or supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

#### **HOW TO ENTER**

4. The Contest begins on Thursday, October 14, 2010 at 12:00pm ET, and ends on Friday, January 14, 2011, at 5:00pm ET (the “**Contest Period**”).
5. There is no purchase necessary to enter the Contest. To participate in the Contest, entrants must book and complete an appointment for a free, no obligation, LASIK MD consultation at the LASIK MD Ottawa clinic located at the Chambers Building, 42 Elgin Street, Ottawa, Ontario, K1P 5K6 (the “**LASIK MD Ottawa Clinic**”). All consultations must be booked and completed during the Contest Period. Once the consultation has been completed, entrants will be automatically entered in the Contest subject to the opt-out procedure outlined below. To book an appointment online, visit [www.lasikmd.com](http://www.lasikmd.com) and complete and submit the online booking form. To book an appointment by phone, call LASIK MD's patient call center at 1-877-341-4040. To book an appointment in person, visit any of the LASIK MD Ottawa Clinic, the LASIK MD kiosk in Bayshore Shopping Centre (from October 14 to 31), Promenades de l'Outaouais (from November 1 – 28) or Carlingwood Mall (from November 29 to January 2, 2011) No entries will be accepted by any other means.

If individuals booking and completing consultations at the LASIK MD Ottawa Clinic during the Contest Period do not wish to be automatically entered into the Contest, they must inform the staff at the LASIK MD Ottawa Clinic or call 1-877-341-4040 prior to 5:00pm ET on Friday, February 19, 2011 and their qualifying consultation will be removed from the pool of entrants.

6. Entries are limited to one (1) entry per person. In the case of multiple entries, only the first entry will be considered. All entries become the sole property of the Sponsors and none will be returned for any reason. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, falsified, altered, garbled, mechanically or electronically reproduced, or tampered with in any way.

PRIZES

7. (a) **Secondary Prizes** - There are two (2) secondary prizes in total to be awarded (the “**Secondary Prizes**”) through a random draw as described in section 11 below. The Secondary Prizes each consist of one (1) Ottawa Senators tee-shirt one (1) Ottawa Senators baseball cap and two (2) tickets behind the goal judge seats located in the 100-level to the Ottawa Senators vs. Washington Capitals game on Friday, March 25, 2011, at 7:30pm ET or the Ottawa Senators vs. Montreal Canadiens game on Thursday, April 7, 2011, at 7:30pm ET at Scotiabank Place in Kanata, Ontario. The approximate retail value of each Secondary Prize is CDN \$410.00 including taxes and applicable fees. The odds of winning a Secondary Prize depend upon the number of eligible entries received. Each entrant will be eligible to win only one (1) Secondary Prize.
- (b) **Grand Prize** – There is one (1) grand prize (the “**Grand Prize**”) to be awarded through a random draw as described in section 12 below. The Grand Prize consists of one (1) certificate valid for a laser vision correction procedure to be performed at the LASIK MD Ottawa Clinic, one (1) Ottawa Senators red home-game jersey and two (2) tickets behind the goal judge seats located in the 100-level to the Ottawa Senators vs. Montreal Canadiens game on Thursday, April 7, 2011, at 7:30pm ET at Scotiabank Place in Kanata, Ontario. The winner of the Grand Prize, as determined in accordance with section 12 below (the “**Grand Prize Winner**”), must present this certificate to his/her counselor on the day of surgery. The Grand Prize must be used within one (1) year of its receipt by the Grand Prize Winner. A pre-operative consultation will determine whether the Standard or Advanced Custom Wavefront procedure is recommended for the Grand Prize Winner. Eye drops required for follow up care post-procedure are not included in the Grand Prize and the Grand Prize Winner will be responsible for all costs associated with such drops, the cost represents \$100 or less but averages \$45 depending on procedure and needs of the patient. Value of surgery depends on the recommended technology to be used as well as the prescription of the Grand Prize Winner. The approximate maximum retail value of the Grand Prize is CDN \$4450.00 and there are no applicable taxes on this prize. The odds of winning depend upon the number of eligible entries received. Each entrant who, based on the medical opinion of LASIK MD in its sole determination, is an eligible candidate for laser vision correction will be eligible to win a maximum of one (1) Grand Prize. If the winner decides not to have the surgery, the winner may transfer the prize to another individual of their choosing.
8. The Secondary Prizes and the Grand Prize shall be collectively referred to herein as the “**Prizes**” and may also be generally referred to herein as a “**Prize**”. The Secondary Prize Winners and the Grand Prize Winner may each be individually referred to herein as a “**Winner**” and shall be collectively referred to herein as the “**Winners**”.
9. Prizes must be accepted as awarded and cannot be substituted or redeemed for cash, except that the Sponsors, in their sole discretion, reserve the right to substitute a prize of equal or greater value if any or all of the Prizes cannot be awarded as described due to unavailability for any reason. In the event that a Prize consists of or includes attendance at an event that is cancelled, delayed or rescheduled for any reason whatsoever, a substitute prize or cash equivalent will not be provided. Winners and their guests are responsible for transportation, parking, accommodation, food and beverage and all taxes, gratuities and all other incidental costs pertaining to the Prizes.
10. Each Secondary Prize Winner may claim his/her Prize at the LASIK MD Ottawa Clinic, two (2) business days after he/she has been successfully contacted and notified of his/her Prize, has complied with the Contest Rules and has signed and returned the Contest Release (described below). The Grand Prize Winner may claim his/her Prize at the LASIK MD Ottawa Clinic, two (2) business days after he/she has been successfully contacted and notified of his/her Prize, has complied with the Contest Rules, and has signed and returned the Contest Release.

RANDOM DRAWS

11. On Monday, January 17, 2011, at 10:00am ET at LASIK MD’s Central Administrative Office, 1180 Drummond, office #400, Montreal, Quebec, two (2) eligible entrants will be selected by a random draw from all eligible entries received to be the recipients of the Secondary Prizes. The Secondary Prizes will be awarded in the following order:
- 1<sup>st</sup> name drawn - March 25, 2011 game;
  - 2<sup>nd</sup> name drawn - April 7, 2011 game;

The Sponsors will begin contacting selected eligible entrants by telephone on January 17, 2011. If a selected eligible entrant cannot be contacted by telephone within two (2) business days of such date, he/she will be disqualified and another eligible entrant will be selected and contacted. The Sponsors are not responsible for a selected eligible entrant’s failure to receive notification for any reason whatsoever. Each selected eligible entrant who is successfully contacted and who fulfils all of the requirements set out in

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these Contest Rules shall win his/her respective Secondary Prize.

## GRAND PRIZE DRAW

12. On Monday, January 17, 2011, at 11:00am at LASIK MD's Central Administrative Office, 1180 Drummond, office #400, Montreal, Quebec, one (1) eligible entrant will be selected by a random draw from all eligible entries received to be the recipient of the Grand Prize. If the first name drawn is not an eligible candidate for laser vision correction, based on the medical opinion of LASIK MD in its sole determination, then another name will be drawn from the pool of entrants. The Sponsors will continue to draw names until a selected eligible entrant is found who is an eligible candidate for laser vision correction, based on the medical opinion of LASIK MD in its sole determination. The Sponsors will attempt to contact such selected eligible entrant by telephone on January 17, 2011. If he/she cannot be contacted by telephone within two (2) business days of such date, he/she will be disqualified and another eligible entrant will be selected and contacted. The Sponsors are not responsible for a selected eligible entrant's failure to receive notification for any reason whatsoever. The selected eligible entrant who is successfully contacted and who fulfils all of the requirements set out in these Contest Rules shall win the Grand Prize.

- Name drawn - April 7, 2011 game;

## SKILL TESTING QUESTION

13. In order to be eligible to win a Prize, selected eligible entrants shall be required to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise. Selected eligible entrants may be required to swear an affidavit indicating compliance with this section. The skill-testing question will be administered by telephone.

## CONDITIONS OF PARTICIPATION

14. By participating in this Contest, entrant agrees:
- a) to be bound by the Contest Rules;
  - b) to be bound by the decisions of the Sponsors, which shall be final and binding in all respects;
  - c) to sign and return a publicity release and release of liability (the "**Contest Release**") which confirms, among other things, that the entrant: (i) releases Capital Sports Properties Inc. (Scotiabank Place), Capital Sports & Entertainment Inc. (the Ottawa Senators), 2025020 Ontario Inc. dba, LASIK MD Ottawa, Biovail Corporation, Capital Tickets Inc., Aramark Entertainment Services (Canada), Inc., the National Hockey League ("NHL"), the NHL Member Clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the NHLPA and current and former players, and each of their respective affiliates, parents, and related entities, as well as the owners, governors, officers, directors, partners, partnerships, principals, employees, agents, representatives, volunteers, sponsors, promoters, and advertisers of all the foregoing from any and all liability arising out of or in any way connected to his or her participation in the Contest, participation in any Contest-related activity, the acceptance, use or misuse of the Prize, the use of personal information described herein and the use of merchandise purchased as a result of winning the Prize, including but not limited to costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (ii) grants to the Sponsors and their agents the unrestricted right to produce, reproduce, publish, broadcast, communicate, exhibit, distribute, adapt and otherwise use or re-use the entrant's city/province of residence, statements, endorsements, biography, name, voice, photograph and likeness for advertising and/or publicity purposes without compensation, other than the value of the Prize offered, in any and all media, now known or hereafter devised, and
  - d) to sign and return all patient consent, information and release of liability forms as may be required by LASIK MD in its sole discretion.

## PUBLICITY RELEASE AND RELEASE OF LIABILITY

15. The executed Contest Releases must be returned within three (3) business days of the date of receipt by the selected eligible entrants or the selected eligible entrants shall be disqualified and their respective Prizes forfeited.

## **LIMITATION OF LIABILITY**

16. The Sponsors are not responsible or liable for late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged or destroyed entries, notifications, replies or any Contest Releases; for lost, interrupted, inaccessible or unavailable networks, servers, Internet Service Providers, websites or other connection, related to the Contest; for errors of any kind, including but not limited to human, electronic, mechanical and/or technical in nature; for failure or technical malfunction of any telephone network or lines, computer and online systems, servers, computer equipment, software, e-mail, players, or browsers on account of technical problems or traffic congestion on the Internet, websites associated with the Contest, or any combination thereof or otherwise; for any injury or damage to entrant, entrant's computer, or any other person's computer related to or resulting from participating in or downloading material in connection with the Contest; for incorrect or inaccurate information; and/or for weather conditions, event cancellations, delay or rescheduling or other factors beyond the Sponsors' control.

## **DISQUALIFICATION**

17. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant who is found to be tampering with the entry process or with the operation and administration of the Contest; acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest; or in violation of the Contest Rules. The Sponsors reserve the right to seek damages and other remedies from any such entrant to the fullest extent permitted by law, including but not limited to criminal prosecution.

## **USE OF PERSONAL INFORMATION**

18. By participating in the Contest, the entrant consents to the collection, use and disclosure of his/her personal information by the Sponsors for the purpose of administering the Contest, awarding the Prizes and announcing the Winners and any subsequent advertising or promotion related thereto. Personal information collected in connection with the Contest will be used by the Sponsors in accordance with their respective privacy policies available at [www.ottawasenators.com](http://www.ottawasenators.com) and [www.lasikmd.com](http://www.lasikmd.com).

## **INTELLECTUAL PROPERTY**

19. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned or licensed by the Sponsors 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.

## **GOVERNING LAW**

20. The Contest is subject to applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

## **DISCREPANCIES**

21. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

## **OFFICIAL RULES**

22. These Contest Rules will be available online at [www.ottawasenators.com](http://www.ottawasenators.com) and at the LASIK MD Ottawa Clinic.