

# The EB Games *Birds of Prey: And the Fantabulous Emancipation of One Harley Quinn* Contest

## Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER THIS CONTEST OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED.  
DECLARATION OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.

ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED.

BY ENTERING THE CONTEST, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES SO PLEASE READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THE AGREEMENT CREATED BY YOUR ENTRY INCLUDES INDEMNITIES IN FAVOUR OF THE CONTEST ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

VOID WHERE PROHIBITED BY LAW.

### 1. Eligibility.

The **EB Games *Birds of Prey: And the Fantabulous Emancipation of One Harley Quinn*** (the "**Contest**") is open only to individuals who are legal resident of, and physically located in, Canada (excluding Quebec) who are at least the age of majority in their province/territory of residence at the time of entry. Employees, directors or officers of Electronics Boutique Canada Inc. ("**Sponsor**"), Warner Bros. Entertainment Canada Inc., and their respective parent, affiliates, subsidiaries, advertising and promotion agencies, distributors, licensors and other prize suppliers (collectively, the "**Contest Entities**"), and each of their immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter into this Contest or win. For purposes of this Contest, immediate family members are defined as spouse, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren.

### 2. How to Enter.

The Contest begins on or about 12:01 a.m. Eastern Time ("**EST**") on Tuesday January 28<sup>th</sup>, 2020, and concludes at 11:59 p.m. EST on Sunday February 2<sup>nd</sup> 2020 (the "**Entry Period**"). By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these "**Official Rules**" and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects. To enter the Contest, an eligible individual may visit the Contest website at <http://www.ebgames.ca/birdsofprey> (the "**Website**") during the Entry Period and complete the official entry form. The official entry form may require disclosure of, among other things, the entrant's full name, home address (and not a P.O. Box), telephone number, e-mail address, age and related registration information as prompted. The entry form also includes a drop down menu where entrants must select their desired city to attend the advance screening on February 5<sup>th</sup> 2020 (the "**Screening Location**") as well as a skill-testing question which must be answered by the entrant without mechanical or other assistance. Entrant must complete and submit the entry form with all required information for the entry to be eligible. Information collected from entrant via the entry form will only be used for direct marketing purposes by Sponsor if entrant consents to use in such manner in accordance with applicable law. **Any requested opt-in consent is not required to enter the Contest and will not increase your chances of winning.** By entering the Contest, an entrant consents to the release of his/her name and further declares that he/she is eligible to participate in the Contest and that he/she has complied with the Official Rules.

Limit of one entry per person/per day. Subsequent attempts made by the same individual to submit multiple entries on the same day by using multiple or false contact information or otherwise may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest. All materials submitted become the property of Sponsor and will not be returned. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. For purposes of this Contest, an on-line entry is "received" when the Website's servers record the entry information. Proof of sending (such as an automated computer receipt confirming entry or "thanks for entering" message) does not constitute proof of actual receipt of an entry for purposes of this Contest. The Website's database clock will be the official time keeper for this Contest. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

Entrants who do not follow all of the instructions provided by Sponsor, provide the required information in their entry form, or abide by these Official Rules may be disqualified at Sponsor's sole and absolute discretion.

### **3. Prizes and Value.**

The following prizes (the "**Prizes**") will be awarded in conjunction with this Contest:

Thirty Five (35) winners will each receive a prize consisting of:

One (1) advance screening movie pass to see the Advance Screening of *Birds of Prey: And the Fantabulous Emancipation of One Harley Quinn* (the "**Picture**") on February 5<sup>th</sup>, 2020, valid for admission for two (2).

There will be five (5) Passes available to be won for each of the following Screening Locations: Toronto, Vancouver, Ottawa, Calgary, Edmonton, Winnipeg and Halifax.

Passes must be redeemed before or on February 4<sup>th</sup> 2020.

Approximate retail value of each Prize is Twenty-Five Dollars (\$25).

The tickets to the screening are subject to the following limitations and restrictions: (i) Available seating is not guaranteed; Theater will be overbooked to ensure a full house; Not all ticket holders will be admitted; Seating is on a first-come, first served basis; each Prize winner is advised to arrive at least one (1) hour prior to screening start time; and (ii) No one will be admitted without a ticket or after the screening begins. If, for whatever reason, the screening of the film is cancelled or rescheduled after the tickets are submitted and admission to the theater granted, no compensation or raincheck will be provided. No responsibility is assumed by the Contest Entities if movie screening is cancelled, rescheduled, delayed or postponed, in whole or in part. Unused or lost tickets will not be refunded, replaced or exchanged.

In the event a prize winner and/or his or her companion(s) (if applicable) engage in behaviour that is obnoxious, inappropriate, threatening, illegal or is intended to annoy, abuse, threaten or harass any other person, as determined by the Sponsor or any prize provider in its or their sole and absolute discretion, the Sponsor and prize provider reserve the right to terminate the experience early.

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide a winner with their prize, the Sponsor may elect, to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prizes are awarded on an "AS IS" and "AS AVAILABLE" basis without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winners

will be solely responsible for fees, costs or taxes associated with the prize they receive, regardless of whether it, in whole or in part, are used. Unclaimed or unused prizes will be forfeited. Sponsor may but is not required to award forfeited prizes to other eligible entrants. Sponsor will not replace lost or unused prizes.

#### **4. Winner Selection and Prize Claiming.**

The potential winners will be selected through a random draw on or about February 3<sup>rd</sup> 2020 at 10:00 a.m. EST in Toronto, Ontario from all eligible entries received during Entry Period for each Screening Location in accordance with these Official Rules. Upon an entry being drawn, the Sponsor will verify that the skill-testing question on selected entrant's entry form has been correctly answered. If it has not, such entry will be disqualified and an alternate potential winner will be randomly selected.

Sponsor will have complete discretion over the interpretation of the Official Rules, the administration of the Contest, and the selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final. The potential winners will be notified using the information provided during entry by any of e-mail and/or telephone (as selected by Sponsor) after the drawing. The Contest Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an e-mail or placing of a phone call.

The potential winners may be required to submit a declaration eligibility / release of liability / prize acceptance agreement (collectively, the "**Release**") and return the Release within the time period specified at notification before being eligible to receive his or her prize. If a potential prize winner fails or refuses to sign and return such Release within the time period required by Sponsor or if a prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Non-compliance by a potential winner will result in his or her disqualification and award of the prize to an alternate winner. If a potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prize winner declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected. The Contest Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners.

All prize requirements must be fulfilled by February 4, 2020 or the prize will be forfeited and nothing will be provided in its place.

#### **5. Odds.**

Odds of winning a Prize will depend upon the total number of eligible entries received during the Entry Period for each Screening Location.

#### **6. Publicity Release.**

Subject to applicable law, each Prize winner irrevocably grants the Contest Entities and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use his or her name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of a Prize to the winner. For clarity, the fact that a Release may be used for all or some winners does not affect the foregoing rights and releases. In the event of any conflict between any provision of a Release and any provision of these Official Rules, the provision that provides Sponsor with the broadest rights and broadest protection will govern. Entrants agree not to use the logos, trademarks or other intellectual property of any of the Contest Entities and any other entity referenced in these Official Rules, and further agrees not to

reference the Contest in regard to any publicity and/or promotion of any commercial interest.

## 7. Tampering with Contest.

The Contest Entities are not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Persons found tampering with or abusing any aspect of this Contest, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat or circumvent the Official Rules, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future Contest of the Sponsor. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING THE CONTEST WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

## 8. Waivers, Disclaimers and Releases.

By participating in the Contest, entrants agree to release, discharge and hold harmless the Contest Entities, and each of their respective employees, directors, officers, suppliers, agents, sponsors, administrators, advisors, contractors, licensees and other representatives (collectively the "**Released Parties**") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Contest and/or related to any Prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Contest; or arising out of any violation of rights of publicity or privacy; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize and/or failure to strictly enforce these Official Rules). Without limiting the generality of the foregoing, entrants agree that Released Parties: have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to a Prize, including, without limitation, to the Prize's quality, availability or fitness for a particular purpose. Entrants agree and that the Contest Entities shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the Website (or any portion thereof) or Sponsor or affiliated entities' respective websites (or any portion thereof), the interruption or inability to access or use any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer, mobile device and/or its/their contents related to or resulting from any part of the Contest; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects (including, without limitation, defects in design or manufacture of any Prize or component of any Prize); and/or any other errors or malfunctions, even if caused by the negligence of the Contest Entities. Each entrant further agrees to indemnify and hold the Released Parties harmless from and against any and all damages, costs, expenses, fines, liability or other losses resulting or arising from their failure to abide by the Official Rules and to release all rights to bring any claim, action, lawsuit or proceeding against Released Parties in regard to the Contest (including, without limitation, any Prize). Sponsor is not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. WITHOUT LIMITATION TO THE FOREGOING AND FOR GREATER CLARITY, RELEASED PARTIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL DAMAGES OF ANY SORT WITH RESPECT TO THE CONTEST OR ANY PRIZE.

## **9. Entry Information and Contest Communications.**

As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this Contest. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the e-mail address associated with the entry for the domain associated with the submitted address provided that person is eligible. Potential winners may be required to show proof of age and evidence of being the registered account holder. Registered account holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses.

The Contest Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. If entrants would like to receive additional marketing and promotional information from Sponsor, they may consent by checking the opt-in box at the time of registration for the Contest. If the opt-in box is not checked, entrants will not receive additional information from Sponsor.

## **10. Jurisdiction and Venue.**

The parties each agree that the Official Rules and all matters relating to the Contest will be governed by the laws of the province of Ontario and the Federal laws of Canada that apply in the province of Ontario and that any dispute relating to the Contest or a Prize will be subject to the exclusive jurisdiction of the courts located in Toronto, Ontario, Canada.

## **11. Miscellaneous.**

The invalidity or unenforceability of any provision of these Official Rules or the Release will not affect the validity or enforceability of any other provision in these Official Rules and Release. In the event that any provision of the Official Rules or the Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, the, privacy policy or terms of use on the Website and/or the terms and conditions of these Official Rules, the English version of these Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

## **12. Sponsor.**

This Contest is sponsored by Electronics Boutique Canada Inc. Reference to third parties in connection with Prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest. Warner Bros. Entertainment Canada, Inc., and its parent, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Contest. By entering this Contest, you agree to completely release Warner Bros. Entertainment Canada, Inc., its parent, affiliates and subsidiaries from any liability.

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