

TERMS AND CONDITIONS

Hockey Scoro Contest- Centre Line

Underwritten by Certain Underwriters at Lloyds through PAL Insurance Brokers Canada Ltd. (PAL)

I. Insuring Agreements

The Insurer, in consideration of the payment of the premium, in reliance upon the statements on the Declarations Page made a part of this Insurance Policy and subject to all terms, conditions, warranties, limitations and exclusions of this Insurance Policy and the riders and endorsements attached, agrees with the Insured as follows:

1. Coverage

The Insurer will indemnify the Insured in an amount, not exceeding the Amount of Insurance stated on the Declarations Page, for the costs incurred in providing an award to the successful Participant(s) who, during the Policy Period, successfully Attempts a Centre Line Shot from eighty – nine feet (89 feet) from on or behind the Demarcation Line, during the Insured Contest held on the Insured Contest Date at the Insured Contest Location, as stated on the Declarations Page, according to the terms, conditions, warranties, limitations and exclusions of this Insurance Policy.

Contest Parameters:

1. Minimum distance of hockey shot: **89 feet**.
2. Maximum number of attempts covered by this contract: **(#)**.
3. Maximum number of attempts per contestant: **(#)**.
4. Maximum number of winners covered by this contract: **(#)**.
5. The exact distance of the hockey shot may not be released, revealed or promoted in any manner prior to the contest.
6. Employees, their immediate family members and members of the same household of underwriters, or any advertising or promotional agencies involved in the contest are not eligible to participate.
7. Nothing may be done to enhance a contestant's normal chances of winning this contest.
8. All attempts must be **videotaped**.

2. Warranties

VIOLATION OF ANY CONDITION SET FORTH IN THE FOLLOWING WARRANTIES SHALL RENDER COVERAGE PROVIDED BY THIS INSURANCE POLICY NULL AND VOID.

It is hereby warranted and made a condition of this Insurance Policy that;

- a) Each Participant will be allowed only one (1) Attempt. No practice or warm-up Attempts will be permitted.
- b) The Participant for the Insured Contest must be randomly selected (via a random drawing as approved by the Insurer prior to the Insured Contest).
- c) Participants are not permitted, under any circumstances, to transfer their participation in the Insured Contest to another individual.
- d) The Participant must show valid photo identification prior to their Attempt and must not be notified of the type of shot they will be attempting or the type of Insured Contest they are participating in more than twenty-four (24) hours prior to the Insured Contest.
- e) The net must be of regulations size: six (6) feet in width by four (4) feet in height and secured in the exact positions as defined by the CHL.
- f) The Puck must be shot from on or behind the Demarcation Line and must completely pass through the Target Opening in order to be considered a winning Attempt. Once the Puck is released the Puck may not come into contact with any surface, person, or object (except the surface of the ice) prior to passing through the Template Opening.
- g) If a Foot Fault occurs, the Puck will be disqualified from the Insured Contest and the Participant will not get an additional Attempt.
- h) No aid may be given to the Participant.
- i) Nothing may be done to the equipment or playing surface that might enhance any chance of winning.
- j) The Participant(s), who makes a successful Attempt, will be declared the winning Participant.

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- k) In the event the Participant successfully Attempts the Centre Ice shot (89 feet), from on or behind the Demarcation Line, as per this Insurance Policy, the Contest Official and two (2) other Witnesses shall verify the results.
- l) The Target Template must be constructed so that it will not collapse in any way when, or if, it is impacted by the Puck.
- m) All attempts at the Insured Contest must be videotaped. It is the responsibility of the Insured that the video equipment is in working order.
- n) The Camera Operator must videotape every Attempt made. The videotape must capture the continuous, raw, and unedited footage, showing the full and uninterrupted path of the Puck from where the Participant makes their Attempt, until it comes to a complete rest. In the event of a successful Attempt, the camera will zoom in on the Puck in the net. In the event of a successful Attempt the videotape must certifiably illustrate, without doubt, that the Puck passed through the Target Opening from on or behind the Demarcation Line.
- o) The Insured, Contest Official(s), Participant(s) and Witness(s) shall observe and fulfill the terms, conditions, warranties, limitations and exclusions contained herein or endorsed hereon.
- p) It is a condition of this Insurance Policy that the completed and signed application shall form a part of this Insurance Policy.
- q) If the actual conditions of the Insured Contest differ in any way from those represented by the Insured to Program Administrator, the Insurer incurs no liability unless such changes have been approved in writing by the Program Administrator prior to the commencement of the Insured Contest.

II. Definitions

When capitalized in this Insurance Policy, the term:

- 1. **“Attempt(s)”** means a Participant trying to shoot a Puck on or behind the Demarcation Line into the Target Opening.
- 2. **“Camera Operator(s)”** means the individual(s) operating the video camera who: a) is a non-Participant, and b) is eighteen (18) years of age or older, and c) is not related by blood or marriage to any Participant, and d) has signed the “Affidavit Form – Camera Operator” prior to the commencement of the Insured Contest.
- 3. **“CHL”** means Canadian Hockey League.
- 4. **“Contest Official(s)”** means an individual(s) who will adjudicate each Insured Contest. This individual(s): a) is a non-Participant, and b) is eighteen (18) years of age or older and c) is not related by blood or marriage to any Participant and d) has signed the “Affidavit Form – Contest Official” prior to the commencement of the Insured Contest. The Contest Official does not have to be the same individual for each Insured Contest Date. The Contest Official is required to record the time and date of any successful Attempt.
- 5. **“Demarcation Line”** means the line from which the Participant must make the Attempt. The line shall be no less than 89 feet from the Goal Line of the hockey net towards which the Participant will be making the Attempt. At no time shall the Participant’s foot be allowed to cross over the demarcation line.
- 6. **“Goal Line”** means the red line, two (2) inches in width, between the Goal Posts on the ice and extended completely across the Rink.
- 7. **“Centre Ice Shot”** means a Puck that is shot, by a Participant, from on or behind the Demarcation Line towards the Target Template.
- 8. **“Hockey Stick”** means the stick used to shoot the Puck. This stick must be an official CHL hockey stick.
- 9. **“Foot Fault”** means the Participant’s foot has crossed the Demarcation line during an Attempt, disqualifying the Attempt from the Insured Contest.
- 10. **“Insured”** means the organization or individual stated on the Declarations Page.
- 11. **“Insured Contest”** means the event, for which insurance coverage was granted, as stated on the Declarations Page.
- 12. **“Insurer”** means Lloyds Insurance Company.

13. **“Participant(s)”** means an individual(s), chosen at random, who is going to Attempt the Centre Ice Shot and who is not: a) an employee and/or family member of the organization arranging the Insured Contest or of the Insured, or b) a current or former professional, semi-professional hockey player or coach, or c) an Olympic, Junior A,B,C or D or hockey player who is currently playing at the Junior D or higher level or has played at any of these levels within the past five (5) years.
14. **“Program Administrator”** means PAL INSURANCE BROKERS CANADA LTD.
15. **“Puck”** means an official CHL hockey puck of regulation weight measuring exactly one (1) inch height and three (3) inches in width.
16. **“Target Opening”** means the opening on the Target Template that measures a maximum of one and half (1.5) inches in height and a maximum of three and a half (3.5) inches in width.
17. **“Target Template”** means a solid material, no less than the consistency of plywood, fastened in front of, and completely covering the hockey net with a Target Opening cut out.
18. **“Witness(es)”** means an individual who has been appointed by the Contest Official prior to the commencement of the Insured Contest and who: a) is a non-Participant, and b) is eighteen (18) years of age or older, and c) is not related by blood or marriage to any Participant, and d) has signed the “Affidavit Form – Witness” prior to the commencement of the Insured Contest.

III. Exclusion

This Insurance Policy does not apply to any claim arising out of fraud, collusion, dishonesty or misrepresentation.

IV. Insured’s Requirements After Loss

Upon the occurrence of a successful Centre Ice Shot for an Insured Contest, to which this Insurance Policy may apply, the Insured shall:

1. Deliver, within twenty-four (24) hours or the next business day, to the Insurer notice containing suitable information to allow the Insurer to identify the Insured and Insurance Policy.
2. File within forty-five (45) days, after the date on which the successful Attempt was made, a written Proof of Loss containing, but not limited to the following:
 - a) Certification by the Insured that the award was made and in what amount, along with the identity of the Participant receiving the award.
 - b) Completed “Affidavit Form – Contest Official”, “Affidavit Forms – Camera Operator” and “Affidavit Forms – Witness”, pertaining to the Insured Contest Date of the Insured Contest.
 - c) Completed notarized claims form as provided by Insurer.
 - d) The continuous unedited videotape footage of the winning Attempt must accompany the Proof of Loss.
 - e)

V. Cooperation of the Insured

The Insurer shall have the right and opportunity to make such investigation as it shall deem necessary of any claim and the Insured shall cooperate with the Insurer and shall make available to the Insurer, at all reasonable times, its books and records pertaining to the said claims.

VI. Assignment

Assignment of the interest under this Insurance Policy is not allowed.

VII. Contest Dates, Cancellations, Revisions and Schedule of Prize Awards:

1. If the event is cancelled, assuming that no attempts at winning the grand prize were initiated, the client will be entitled to a full refund less a \$25.00 cancellation fee and any additional costs incurred by PAL.
2. PAL must be notified in writing at least 24 hours in advance of any changes regarding the date(s) of this contest.
3. A winner is liable for any tax consequences resulting from their acceptance of any prize associated with this contest.
4. The schedule of prize awards is as follows:

- a. Per occurrence: **\$0,000.00 Cash CDN;**
 - b. Maximum **(#) winner(s).**
 - c. Maximum aggregate liability: **\$0,000.00 Cash CDN;**
5. This contract covers a maximum of **(#)** hockey shot attempt on or between the following date(s): **00/00/0000 and 00/00/0000**

VIII. Representations

The statements on the application, submission and on the Declarations Page are material to the acceptance of this risk and are declared by the Insured to be true. This Insurance Policy is issued in consideration of such statements and the payment of the premium. By the acceptance of this Insurance Policy, the Insured agrees that it embodies all agreements existing between the Insured and the Insurer or any of its agents relating to this Insurance Policy.

IX. Promotional Release

Names and likeness of the Insured, organization, Participant(s) and winning Participant(s) may be used by the Program Administrator and/or Insurer for promotional purposes without compensation.