

#### **4-4-2 Picks hosted by Homestand Sports– Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING. OPEN ONLY TO ELIGIBLE PERSONS WHO ARE: (A) LEGAL RESIDENTS OF CANADA (EXCLUDING QUEBEC); AND (B) AT LEAST NINETEEN (19) YEARS OLD AT THE TIME OF ENTRY. VOID IN ALL OTHER JURISDICTIONS WHERE PROHIBITED OR RESTRICTED BY LAW.

##### **1. Promotion Period**

4-4-2 Picks (the "**Promotion**") is a competition based on results of the 2023 English Premier League taking place from August 12, 2023 to May 19, 2024 (the "**Tournament**"). Entrants agree to abide by and be bound by all decisions of Northstar Bets or Homestand Sports (consumer division of Parleh Media Group) (each a "**Sponsor**"), which shall be final and binding, without right of appeal, in all matters relating to this Promotion and the awarding of the prizes, including without limitation eligibility and/or disqualification of entries.

##### **2. Eligibility**

The Promotion is open to legal residents of Canada (excluding Quebec) who are 19 years of age or older at the time of entry.

Excluded from eligibility are the officers, directors, employees, agents and representatives of Sponsor, any Promotion judges, and each of their respective parents, subsidiaries, affiliates, distributors, sales representatives, prize suppliers, advertising and promotion agencies (collectively, the "**Promotion Entities**"), and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

##### **3. How to enter:**

To be considered an entrant, visit 442picks.ca (the "**Promotion Website**"), complete an entry form with the required information such as your name and email address and follow the instructions for entry on the Promotion Website. Limit of one (1) entry form per person and email address. Mass entries, automated entries, duplicate entries, entries submitted by third parties will be void.

During the Tournament, 380 soccer matches will occur over 38 "Match Days". For the purposes of this Promotion, the Tournament is divided into ten (10) blocks (a "**Block**") each block will host approximately 3 or 4 Match Days (or 30 or 40 matches in total). The details of each Block are set out in the table below.

<b>Block</b>	<b>Match Days</b>	<b>Start</b>	<b>End</b>
1	1 to 3	2023-08-11	2023-08-26
2	4 to 7	2023-09-02	2023-09-30
3	8 to 11	2023-10-07	2023-11-04
4	12 to 15	2023-11-11	2023-12-06
5	16 to 19	2023-12-09	2023-12-26
6	20 to 23	2023-12-30	2024-02-03
7	24 to 27	2024-02-10	2024-03-02
8	28 to 31	2024-03-09	2024-04-03
9	32 to 35	2024-04-06	2024-04-27
10	36 to 38	2024-05-04	2024-05-19

During each Block, entrants will be asked to correctly pick one of the following three (3) outcomes for up to ten (10) matches in each Match Day of the corresponding Block. All picks must be entered before the Match Day Cut Off time (as described in **Appendix A**):

- (1) Home win (4 pts)
- (2) Away win (7 pts)
- (3) Draw (8 pts)

For each correct outcome, each entrant will receive the assigned number of points as indicated above.

In the event that selected matches are rescheduled and not played during the Block, entrants will be given additional picks in the subsequent Block for each rescheduled match. For entrants with more than ten (10) picks in a Block due to rescheduling, only the ten (10) best scores will count toward their Block total. In the event of a tie, tie breaker rules will be used as further described in Section 4 below.

Further, entrants will be asked to enter their estimate of total number of goals to be scored for all matches occurring during a Block. This estimate will serve as a tie breaker.

#### **4. Prizes, Prize Conditions and Tie Breakers**

In order to be declared an official winner of any prize, the selected entrant must meet the conditions set out in Section 5 before the entrant is awarded the prize.

**Monthly Prizes:** Ten (10) monthly prizes are available to be won for each Block. At the end of each Block, the entrant with the highest number of points will be eligible to receive one (1) \$50 gift card. Further, the entrants in 2<sup>nd</sup> to 10<sup>th</sup> place based on their total number of points will each be eligible to receive a \$25 gift card. In the event of a tie, tie breaker rules will determine the potential winner.

**Full Season Prizes:** At the end of the Tournament, the following prizes will be awarded to each entrant according to their total number of points. In the event of a tie, tie breaker rules will determine the potential winner:

Leaderboard Full Season - 1 <sup>st</sup> Place Entrant	\$1,000 Cash
Leaderboard Full Season - 2 <sup>nd</sup> Place Entrant	\$500 Cash
Leaderboard Full Season - 3 <sup>rd</sup> Place Entrant	\$250 Cash
Leaderboard Full Season – 4 <sup>th</sup> to 10 <sup>th</sup> Place Entrants (a total of 6 entrants)	\$50 Cash each

**Perfect Match Day Prize:** \$500 (in the form of a cheque) will be awarded to each entrant who makes 10 correct picks for any given Match Day during the Tournament. For the purposes of the Perfect Match Day prize, all matches must be played on the date and time appearing on the English Premier League Schedule dated July 21, 2023. In other words, games rescheduled for later in the season, for which the entrant received compensatory picks, are not valid picks. In the event more than one (1) entrant has 10 correct picks on any given Match Day, tie breaker rules will determine the potential winner.

**Grand Prizes:** \$250,000 (in the form of a cheque) will be awarded to each entrant who makes all correct picks in a Block. For the purposes of the Grand Prize, all games picked must finish prior to the end of the last scheduled game in each Block. In other words, games rescheduled for later in the season, for which the entrant received compensatory picks, are not valid picks. In the event more than one (1) entrant has all correct picks in a Block, tie breaker rules will determine the potential winner.

**Tie Breaker Rules:**

1. Most correct draws picked
2. Most correct away teams picked
3. Most correct home teams picked
4. Closest total score guess

In the event there are still ties after the tiebreaker, the prize will be shared.

**Prize Conditions:** For purposes of the Grand Prize and Perfect Match Day prize, if no entrant is successful in meeting the prize criteria, the Sponsor is under no obligation to award the prize.

Prize amounts are in Canadian dollars. All prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash (as applicable) or otherwise, except at Sponsor's sole discretion. Certain prizes are subject to supplier's terms and conditions. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason. Prizes will be delivered to verified winners only to one (1) address in Canada. Sponsor will not replace any lost or stolen prizes. Any other

costs or expenses associated with the prizes not specified herein will be the responsibility of selected winners.

## **5. Odds, Notification and Prize Claim Conditions**

Odds of winning depend on the number of eligible entrants and/or their picks based on the outcome of each match.

Potential winners will be notified by phone and/or by email at the end of each Block or at another time during the Promotion given the nature of the prize, all as determined by Sponsor.

In order to be declared an official winner, selected entrant(s) must: (i) respond to notification within five (5) calendar days of first notification attempt (ii) correctly answer a time-limited mathematical skill-testing question to be administered by Sponsor; (iii) if requested by Sponsor, sign and return to Sponsor within ten (10) business days of issuance a written declaration and release form, releasing the Sponsor and Promotion Entities from any liability in connection with this Promotion or the use, misuse, awarding or possession of any prize (the “**Release**”); and, (iv) otherwise comply with these Official Rules.

Failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Rules may result in disqualification, forfeiture of the prize and, at Sponsor’s sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

## **6. Right to Void / Terminate / Suspend / Modify**

Sponsor reserves the right to terminate, suspend or modify this Promotion, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Promotion, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Promotion, or any portion thereof; (b) modify or suspend the Promotion, or any portion thereof, to address the impairment and then resume the Promotion, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Promotion, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

In the event that the Promotion is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Promotion, or to disqualify Participants residing in the affected geographic areas. In such event, NorthStar Bets shall have no liability to any Participants who are disqualified due to such an action.

## **7. Limitation of Liability and Releases**

BY PARTICIPATING IN THIS PROMOTION, ENTRANTS AGREE THAT THE PROMOTION ENTITIES AND SPONSOR HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO THE FULL EXTENT PERMITTED BY LAW TO PERSONS OR PROPERTY RESULTING FROM THE PROMOTION, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE. BY PARTICIPATING IN THIS PROMOTION, ENTRANTS AGREE THAT PROMOTION ENTITIES AND SPONSOR HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO THE FULL EXTENT PERMITTED BY LAW TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS PROMOTION, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY.

Without limiting the foregoing, the Promotion Entities, and any of Sponsor's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by entrants, or by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of submissions in the Promotion; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) late, lost, misdirected, garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Promotion judges or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Promotion; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

## **8. Protection of Personal Information and Publicity Release**

Homestand Sports and its authorized agents will collect, use, and disclose your personal information for the purposes of administering the Promotion and prize fulfillment. Your personal information will not otherwise be used by Sponsor except for the administration of this Promotion. For more information on Homestand Sports' privacy practices please see: <https://www.homestandsports.com/privacy-policy>

By accepting a prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Promotion in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases the Promotion Entities from any liability with respect thereto. Winner may be required to sign a document to this effect.

## **9. General Conditions**

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). By participating in the Promotion, each entrant agrees that the Promotion Entities have not made, with respect to each of their own products/services provided as a prize or part thereof (if applicable), any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, duplicate entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Promotion is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

This Promotion is not affiliated with or endorsed by the English Premier League or any of its teams.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO ITS CONFLICTS OF LAWS AND RULES. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of Province of Ontario and federal courts located in the City of Toronto and Province of Ontario. The parties agree not to raise the defense of forum non conveniens.

## Appendix A

### Match Cut Off Times

Match Day	Cutoff	Match Day	Cutoff	Match Day	Cutoff	Match Day	Cutoff
1	2023-08-11 12:00:00	11	2023-11-04 10:45:00	21	2024-01-13 09:45:00	31	2024-04-02 14:30:00
2	2023-08-18 11:45:00	12	2023-11-11 09:45:00	22	2024-01-30 14:30:00	32	2024-04-06 09:45:00
3	2023-08-25 14:45:00	13	2023-11-25 09:45:00	23	2024-02-03 09:45:00	33	2024-04-13 09:45:00
4	2023-09-01 14:45:00	14	2023-12-02 09:45:00	24	2024-02-10 09:45:00	34	2024-04-20 09:45:00
5	2023-09-16 07:15:00	15	2023-12-05 14:30:00	25	2024-02-17 09:45:00	35	2024-04-27 09:45:00
6	2023-09-23 09:45:00	16	2023-12-09 09:45:00	26	2024-02-24 09:45:00	36	2024-05-04 09:45:00
7	2023-09-30 07:15:00	17	2023-12-16 09:45:00	27	2024-03-02 09:45:00	37	2024-05-11 09:45:00
8	2023-10-07 09:45:00	18	2023-12-23 09:45:00	28	2024-03-09 09:45:00	38	2024-05-19 10:45:00
9	2023-10-21 09:45:00	19	2023-12-26 09:45:00	29	2024-03-16 10:45:00		
10	2023-10-28 09:45:00	20	2023-12-30 09:45:00	30	2024-03-30 10:45:00		