

OFFICIAL TERMS AND CONDITIONS

THIS PROGRAM IS OPEN TO CANADIAN RESIDENTS ONLY

AND IS GOVERNED BY CANADIAN LAW

Standard data rates apply to participants who choose to participate via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. KEY DATES:

Kia Path to the Pros (the "**Program**") is sponsored by Kia Canada Ltd. ("**KIA**") and administered by the QMJHL ("**QMJHL**"). The Program begins on January 21, 2026, at 12:00:00 p.m. Eastern Time ("**ET**") and ends on February 13, 2026, at 11:59:59 p.m. ET (the "**Program Period**").

2. ELIGIBILITY TO MAKE A NOMINATION:

To participate in the Program and make a nomination (a "**Nomination**") as a nominator (a "**Nominator**"), you must: (i) be a resident of Canada who: (a) has reached the legal age of majority in your province/territory of residence at the time of participation; or (b) is between the ages of thirteen (13) and the legal age of majority in your province/territory of residence (each, a "**Minor**") – provided your parent/legal guardian has consented to your participation in the Program and has accepted and agreed to be legally bound by these Official Terms and Conditions (the "**Terms**") on your behalf; and (ii) you must be "affiliated" with a Team (defined below). To be considered "affiliated" with a Team you must be either: (i) a Team Member (defined below); (ii) a Coach (defined below) on the Team; or (iii) a parent/legal guardian of a Team Member.

NOTE TO MINORS: KIA*QMJHL reserves the right, in its sole and absolute discretion, on a random audit basis to contact a Minor's parent/legal guardian for the purposes of verifying their: (i) agreement to be legally bound by these Terms on the Minor's behalf; (ii) consent to the Minor's participation in this Program; and/or (iii) consent to the collection, use and disclosure of the Minor's personal information. Failure of a Minor's parent/KIA*QMJHL within the time frame specified by KIA*QMJHL may, in the sole and absolute discretion of KIA*QMJHL, result in disqualification of the Minor (and any associated Nomination or Nominations).

3. TIKTOK AND INSTAGRAM NOT INVOLVED:

The Program is in no way sponsored, endorsed or administered by, or associated with TikTok, Instagram or Facebook (each, a "**Social Platform**"). Each Social Platform is hereby completely released of all liability by each entrant in this Program. Any questions, comments or complaints regarding the Program must be directed to KIA*QMJHL and not to a Social Platform. You may only use one (1) TikTok account, one (1) Facebook Account or one (1) Instagram account (each, an "**Account**" and collectively the "**Accounts**") to submit a Nomination. To submit a Nomination and earn an Entry (defined below) in this Program, a Nominator's applicable Account must be set to allow their Social Post (defined below) to be

viewed by the public and receive direct messages from KIA*QMJHL (for certainty, Accounts must be public and must not be set to private).

4. ELIGIBLE NOMINATIONS:

To participate in the Program and receive a Nomination as a nominee, you must be a Canadian minor hockey team (a "**Team**") that is recognized by Hockey Canada.

Any and all actions contemplated in these Terms on behalf of a Team that is eligible to win a Prize (as defined below) must be completed by an authorized representative of the Team (each a "**Representative**") who: (a) is a resident of Canada; (b) has reached the legal age of majority in their province or territory of residence; (c) resides in Canada during the Program Period and at the time of fulfillment; and (d) is a coach of the Team (a "**Coach**") or a spouse/common-law partner of a Coach on the Team, or is the parent/legal guardian of a player (a "**Team Member**") on the Team. For greater certainty, a Nominator may also be the Representative of the Team. The Representative will be responsible for completing any and all actions contemplated in these Terms on behalf of a Team that is eligible to win the Grand Prize (as defined below) – including, but not limited to, coordinating with KIA*QMJHL (or its designated representative) as it relates to accepting and facilitating Grand Prize fulfillment.

KIA reserves the right, in its sole and absolute discretion at any time, to disqualify any Team if KIA*QMJHL determines that allowing the Team to participate in the Program could bring KIA*QMJHL into public disrepute or in any way impact the good standing or reputation of KIA*QMJHL in the eyes of the general public. KIA*QMJHL's decisions on all matters arising in this regard shall be final and binding without right of appeal.

FOR GREATER CERTAINTY AND THE AVOIDANCE OF ANY DOUBT, THE REPRESENTATIVE IS NOT THE NOMINEE AND HAS NO RIGHT TO PERSONALLY CLAIM THE GRAND PRIZE OR A PORTION THEREOF. THE NOMINEE IN THIS PROGRAM IS THE TEAM.

5. HOW TO MAKE A NOMINATION:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT THE OPPORTUNITY TO RECEIVE A PRIZE IN RELATION TO THIS PROGRAM.

To submit a Nomination during the Program Period, an eligible Nominator must complete the following two (2) steps during the Program Period:

STEP ONE – Scan QR code in arena: First, an eligible Nominator must scan the QR code that will appear at the end of the team videoboard spot that will air during the team's local games, or on a fixed image that could appear also on the team videoboard spot during the team's local games.

OR – **Click the bitly link** that appears in the social posts or on the website of the team advertising the contest.

STEP TWO – Fill out the form: After scanning the QR code where it appears or clicking on the bitly link, an eligible Nominator must fully complete the Official Nomination Form (the "**Form**") with all required information – including, but not limited to: (i) the Nominator's full

name, email address and phone number; (ii) the full name and contact details (address) of a Representative of the Team; (iii) the Team name, age division and location of the Team (i.e. where the Team is based out of); (iv) a team photo; and (v) a 200 word maximum (English or French) written submission that presents the team (the "**Written Submission**").

To be eligible, all content and materials associated with a Nomination, including, without limitation, the Social Post and Written Submission (collectively, the "**Nomination Materials**") must: (i) be submitted and received during the Program Period; (ii) include all required components and materials noted above; (iii) be in accordance with these Terms, including, but not limited to, the specific Submission Requirements listed below in Section 8 (all as determined by KIA*QMJHL in its sole and absolute discretion); and (iv) as applicable, be in accordance with the applicable terms, rules, policies and guidelines of the applicable Social Platform (the "**Social Platform Rules**") (all as determined by KIA*QMJHL in its sole and absolute discretion). Standard data rates apply to participants who choose to participate in the Program via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

6. NOMINATION LIMIT AND CONDITIONS:

The following limits and conditions apply to Nominations in the Program:

- An eligible Nominator may only submit a Nomination and provide information in relation to an eligible Team if they are affiliated with the Team (as set out above).
- An eligible Nominator may only submit one (1) Nomination per email address.

If it is discovered by KIA*QMJHL (using any evidence or other information made available to or otherwise discovered by KIA*QMJHL) that any person has attempted to use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with KIA*QMJHL's interpretation of the letter and/or spirit of these Terms to participate in or to disrupt this Program; then they may, in the sole and absolute discretion of KIA*QMJHL, be disqualified from the Program. KIA*QMJHL, its associated and affiliated entities, advertising/promotion agencies and all other individuals and entities involved in the development, production, implementation, administration, judging or fulfillment of the Program (collectively with KIA*QMJHL, the "**Program Parties**"), and each of their respective agents, employees, directors, successors, and assigns (collectively, the "**Released Parties**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Nominations and/or Nomination Materials (all of which are void).

A Nomination may be rejected if, in the sole and absolute discretion of KIA*QMJHL: (i) the Nomination (including, but not limited to, any associated Nomination Materials) is not submitted and received in accordance with these Terms during the Program Period; and/or (ii) the Nomination Materials accompanying the Nomination are not in compliance with these Terms (including, but not limited to, the specific Submission Requirements listed below in Section 8) (all as determined by KIA*QMJHL in its sole and absolute discretion)

and/or the applicable Social Platform Rules (all as determined by KIA*QMJHL in its sole and absolute discretion).

IMPORTANT NOTE: Individuals may encourage others to submit a Nomination; however, no form of incentive, inducement, prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of receiving such individual's Nomination. In addition, proxy nomination schemes (or anything reasonably resembling a proxy nomination scheme, as determined by KIA*QMJHL in its sole and absolute discretion) are hereby expressly prohibited. Any individual or entity determined by KIA*QMJHL and/or its representative(s) to be engaging in any such behaviours and/or in violation of KIA*QMJHL's interpretation of the letter and/or spirit of these Terms (all as determined in the sole and absolute discretion of KIA*QMJHL) will be disqualified.

7. VERIFICATION:

All Nominations, Nomination Materials, Teams, Representatives, Nominators and participants are subject to verification at any time and for any reason. KIA*QMJHL reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to KIA*QMJHL – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Nomination, Nomination Materials, Team, Representative, Nominator and/or other information entered (or purportedly entered) for the purposes of this Program; and/or (iii) for any other reason KIA*QMJHL deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with KIA*QMJHL's interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of KIA*QMJHL within the timeline specified by KIA*QMJHL may result in disqualification in the sole and absolute discretion of KIA*QMJHL. The sole determinant of the time for the purposes of this Program will be the official time-keeping device(s) of KIA*QMJHL.

8. SUBMISSION REQUIREMENTS:

BY SUBMITTING A NOMINATION, EACH NOMINATOR (AND THEIR PARENT/LEGAL GUARDIAN ON THEIR BEHALF IF THE NOMINATOR IS A MINOR) AGREES THAT THE NOMINATION (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE NOMINATION MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE TERMS. KIA*QMJHL AND THE OTHER RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF ANY NOMINATION (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE NOMINATION MATERIALS); (II) PARTICIPATION IN ANY PROGRAM-RELATED ACTIVITIES; AND/OR (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION. KIA*QMJHL AND THE OTHER RELEASED PARTIES SHALL BE HELD HARMLESS BY EACH NOMINATOR (AND THEIR PARENT/LEGAL GUARDIAN ON THEIR BEHALF IF THE NOMINATOR IS A MINOR) IN THE EVENT IT IS DISCOVERED THAT A NOMINATOR HAS DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE TERMS.

By participating in the Program, each Nominator (and their parent/legal guardian on their behalf if the Nominator is a Minor) hereby warrants and represents that any Nomination Materials they submit:

- i. are original to the Nominator and that the Nominator has obtained all necessary rights in and to the Nomination Materials for the purposes of submitting such Nomination Materials in the Program;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. are not defamatory, trade libelous or obscene, and further that they will not contain, depict, include, discuss or involve any materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by KIA*QMJHL in its sole and absolute discretion.

KIA*QMJHL and/or its promotional agency or designated content moderator (the "**Reviewer**") reserves the right to screen all Nomination Materials. Any Nomination Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Terms are subject to disqualification – in which case KIA*QMJHL reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Nomination Materials (and therefore the corresponding Nomination and/or the associated Nominator/Team) – to help ensure that the Program is being conducted in accordance with KIA*QMJHL's interpretation of the letter and spirit of these Terms.

9. LICENSE:

By entering the Program and submitting a Nomination, each Nominator (and their parent/legal guardian on their behalf if the Nominator is a Minor): (i) grants to KIA*QMJHL, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their Nomination Materials (and each component thereof, including, without limitation, the Social Post), in whole or in part, for the purposes of administering the Program, for advertising or promoting the Program or for any other reason; (ii) waives all moral rights in and to their Nomination Materials (and each component thereof) in favour of KIA*QMJHL (and anyone authorized by KIA*QMJHL to use such Nomination Materials); and (iii) agrees to release and hold harmless KIA*QMJHL and all of the other Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of their Nomination Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement,

trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

Odds of being selected depend on the number of eligible Nominations received during the Program Period in accordance with these Terms.

10. PRIZES:

There will be a total of one (1) Grand Prize per market (a "**Grand Prize**") available to be won, as follows:

Grand Prize (1):

There will be one (1) Grand Prize per market (the "**Prize**") available to be won. The Grand Prize consists of:

- the opportunity for Team Members to participate in an on-ice activity (as determined by KIA*QMJHL in its sole and absolute discretion – subject to availability). Forty-five (45) minutes of ice time for the Team to practice with players from the local QMJHL team (the "**Practice Event**")

The total approximate retail value of the Grand Prize is approximately \$10,000 CAD

Without limiting the generality of the foregoing, the following general conditions apply to the Grand Prize: (i) Grand Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash; (ii) no substitutions are permitted, except at KIA*QMJHL's option; (iii) participation in the Grand Prize must occur within and/or on or before the date or dates specified by KIA*QMJHL (otherwise the Grand Prize may, in the sole and absolute discretion of KIA*QMJHL, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); and (iv) by accepting the Grand Prize, all Participants (and their parent/legal guardian on their behalf if the Participant is a Minor) agree to waive all recourse against KIA*QMJHL and all of the other Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

All Participants must sign and (and have their parent/legal guardian sign on their behalf if the Participant is a Minor) and return the KIA*QMJHL/QMJHL's release (by the date indicated on the release form) indicating that they waive all recourse against KIA*QMJHL and all of the other Released Parties relating to their participation in the Grand Prize (including, without limitation, any travel related thereto).

KIA*QMJHL and the other Released Parties will not be responsible in the event the Grand Prize or any portion thereof (including, but not limited to, the Event or the Practice Event is delayed, cancelled, postponed or rescheduled for any reason whatsoever, including without limitation, by reason of COVID-19.

IMPORTANT NOTE RE: COVID-19: In order to participate in the Grand Prize, each Participant will be required to strictly follow all then current COVID-19 protocols. Failure of a Participant to comply with these requirements will result in the inability to participate in the

Grand Prize (and will therefore result in forfeiture of the Grand Prize in the sole and absolute discretion of KIA*QMJHL).

Neither a Participant, nor any other person or entity, will be compensated in the event of such delay, cancellation or other event contemplated herein.

11. SELECTION, NOTIFICATION AND CONFIRMATION PROCESSES FOR THE PRIZE:

Grand Prize Selection:

Once the Program Period has closed, a draw will be organized at the QMJHL office to determine one (1) winning minor hockey team per QMJHL local team.

The draw is scheduled to be completed within approximately one (1) day of the end of the Program Period.

Grand Prize Notification and Confirmation:

NO TEAM IS THE GRAND PRIZE RECIPIENT UNLESS AND UNTIL THE QMJHL OFFICIALLY CONFIRMS THE TEAM AS THE RECIPIENT OF SUCH PRIZE IN ACCORDANCE WITH THESE TERMS. BEFORE BEING DECLARED AS THE CONFIRMED GRAND PRIZE, the Representative of the Team that is eligible to receive the Grand Prize will be required to: (i) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of KIA*QMJHL, be administered online, by email or other electronic means, by telephone, or in KIA*QMJHL's form of declaration and release); and (ii) sign and return within five (5) business days of notification: KIA*QMJHL's declaration and release form (which, among other things): (a) confirms their and the Team's compliance with these Terms; (b) acknowledges the Team's acceptance of the Grand Prize (as awarded); (c) releases KIA*QMJHL and all of the other Released Parties from any and all liability in connection with this Program, their and the Team's participation therein and/or the awarding and use/misuse of the Grand Prize any portion thereof (including, but not limited to, any travel related thereto); and (d) agree to the publication, reproduction and/or other use of the Team's name and logo without further notice or compensation, in any publicity or advertisement carried out by or on behalf of KIA*QMJHL in any manner whatsoever, including print, broadcast or the internet. If the Team that is eligible to receive the Grand Prize: (a) fails to have its Representative return the properly executed Program documents within the specified time; (b) cannot accept (or is unwilling to accept) the Grand Prize or CHL Prize (as awarded) for any reason; and/or (c) is determined to be in violation of these Terms (all as determined by KIA*QMJHL in its sole and absolute discretion); then the Team will be disqualified (and will forfeit all rights to the Grand Prize) and KIA*QMJHL reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Team from among the remaining eligible Nominations in accordance with this Section 11 (in which case the foregoing provisions of this section shall apply to such newly selected eligible Team).

KIA*QMJHL or its designated representative will make a maximum of two (2) attempts to contact a Representative of the Team that is eligible to receive the Grand Prize (using the information provided on the Form) within five (5) business days of selection. If the

Representative of the Team that is eligible to receive the Grand Prize cannot be contacted as outlined above, or if there is a return of any notification as undeliverable, then the Team may, in the sole and absolute discretion of KIA*QMJHL, be disqualified (and, if disqualified, will forfeit all rights to the Grand Prize) and KIA*QMJHL reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Team from among the remaining eligible Nominations in accordance with Section 11 (in which case the foregoing provisions of this section shall apply to such newly selected eligible Team).

12. PRIVACY:

KIA*QMJHL and the QMJHL are collecting personal data for the purpose of administering this Program. Please see the Privacy Policies for [KIA](#) and the [QMJHL](#) for information on the policy towards maintaining the privacy and security of user information.

13. GENERAL CONDITIONS:

This Program is subject to all applicable federal, provincial/territorial and municipal laws. The decisions of KIA*QMJHL with respect to all aspects of this Program are final and binding on all participants without right of appeal.

ANY INDIVIDUAL OR ENTITY DEEMED BY KIA*QMJHL TO BE IN VIOLATION OF KIA*QMJHL'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF KIA*QMJHL AT ANY TIME.

KIA*QMJHL and the other Released Parties will not be liable for: (i) any failure of the Website or any other website or platform during the Program; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any information or data to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in the Program; (v) anyone being incorrectly and/or mistakenly identified as a recipient or eligible recipient; and/or (vi) any combination of the above.

KIA*QMJHL reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of KIA*QMJHL that interferes with the proper conduct of this Program as contemplated by these Terms, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Program in any way (as determined by KIA*QMJHL in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, KIA*QMJHL reserves the right to seek remedies and damages to the fullest extent permitted by law. KIA*QMJHL reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Terms, in any way without prior notice or obligation, in the event of any

accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

KIA*QMJHL reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Program mechanics stipulated in these Terms, to the extent deemed necessary by KIA*QMJHL, for purposes of verifying compliance by any participant and/or information or data with these Terms, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of KIA*QMJHL, in its sole and absolute discretion, affect the proper administration of the Program as contemplated in these Terms, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms and disclosures or other statements contained in any Program-related materials, including, but not limited to, the French version of these Terms, on-pack, point of sale, television, print, online or other advertising and/or any instructions or interpretations of these Terms given by any representative of KIA*QMJHL, the terms and conditions of these English Terms shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, KIA*QMJHL or any of the other the Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law Terms or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to this Program.