### 2022 STANLEY CUP PLAYOFFS BRACKET CHALLENGE NORTH AMERICAN HOCKEY LEAGUE PRIZE PROMOTION OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. SPONSOR. The 2022 Stanley Cup Playoffs Bracket Challenge -North American Hockey League Prize Promotion (the "Partner Promotion") is sponsored by North American Hockey League – 5151 Belt Line Rd., Suite 877, Dallas, TX 75254] (the "Sponsor"). This Partner Promotion is in no way sponsored or administered by the NHL Entities (defined below) or any of the other Ineligible Entities (defined below) except for Sponsor. Any questions, comments, or complaints regarding the Partner Promotion should be directed to the Sponsor. ELIGIBILITY. The Partner Promotion is open only to current legal residents of the US (all fifty (50) states and the District of Columbia) and Canada who are at least the age of majority or older in their jurisdiction of primary residence as of the date of entry into the Partner Promotion (each such eligible resident, as applicable, an "Entrant"). Registration is free and no purchase is necessary to participate at any time in the Partner Promotion. The Partner Promotion is void where prohibited by law. Employees, officers, directors, representatives, and agents of the Sponsor, the National Hockey League ("NHL"), the NHL's Member Clubs, NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Enterprises, L.P., NHL Interactive CyberEnterprises, LLC, NHL Network US, L.P. (the foregoing NHL entities, including the NHL, collectively, the "NHL Entities"), BAMTech, LLC, SharpLink, Inc., and each of the foregoing entities' affiliates, licensors and prize providers (collectively, the "Ineligible Entities"), as well as members of such employees', officers', directors', representatives', and agents' immediate families, namely spouses, children, siblings and parents, and/or persons living in the same household as such persons (at least three months a year, whether or not related), are not eligible to enter this Partner Promotion.
- 2. TIMING. The Partner Promotion begins at the same time the 2022 Stanley Cup Playoffs Bracket Challenge, sponsored by NHL Interactive CyberEnterprises, LLC, has launched (the "NHL Promotion" or "Bracket Challenge"), which will occur immediately after all sixteen (16) Playoff spots for the 2022 Stanley Cup Playoffs (the "Playoffs") have been determined and all seedings have been established but in any event, barring any unforeseen scheduling changes, no later than 2:00:00 a.m. Eastern Time ("ET") on April 30, 2022, and ends at the conclusion of the last game of the Playoffs (the "Promotion Period"). The Promotion Website's (as defined below) computer is the official clock for all purposes of the Partner Promotion. Please check the Promotion Website for more information regarding the actual start and end dates and times. In the event there is an unforeseen scheduling change, notice will be posted on the Promotion Website.
- 3. HOW TO ENTER.

This Partner Promotion offers a prizing opportunity in connection with Entrant's participation in Sponsor's league (the "North American Hockey League") that Sponsor establishes in connection with the Bracket Challenge. This prizing opportunity is unique to this North American Hockey League League and is only eligible to be won by an Entrant who enters this North American Hockey League League in accordance with Section 4 of these Official Rules.

Entry into this North American Hockey League League is comprised of the following steps (see the early registration and simultaneous registration options below for more details): (1) registration for a free NHL.com account (an "NHL Account") including agreement to the official rules of the NHL Promotion, thereby automatically joining the "NHL League"; (2) selecting the "Leagues" tab on the Bracket Challenge dashboard; (3) then selecting this [North American Hockey League League, upon which the Entrant will be prompted to agree to the Official Rules of this North American Hockey League League (and after agreeing to these Official Rules the Entrant will have joined this North American Hockey League League); and (4) for this North American Hockey League League, completing a Playoffs bracket of all NHL teams that qualified for the Playoffs by picking the teams that Entrant believes will advance during the Playoffs (the "Bracket") including answering bonus questions, and then saving that Bracket by following the instructions and clicking the button provided. If the Entrant has already submitted a Bracket to the NHL League or to another league that the Entrant has joined, then instead of creating a new Bracket for submission to this North American Hockey League League the Entrant may assign a saved Bracket from the NHL League or such other league to also serve as the Bracket for this North American Hockey League League. Upon completion of all of the above. Entrant will have entered the Partner Promotion (the "Partner" **Entry**"). The Bracket submitted for entry to this North American Hockey League League (and thus, this Partner Promotion) shall be hereinafter referred to as the "Partner Bracket." There is a limit of one (1) Partner Bracket for the North American Hockey League League per registered Entrant.

To submit a Partner Entry, first go to the Promotion website located at <a href="https://www.NHL.com/bracket">www.NHL.com/bracket</a> (the "**Promotion Website**"). Entrants then have two options:

## Option 1 - Early Registration Followed by League Selection and Completion and Saving of Partner Bracket:

As a prerequisite to entering the Promotion, an Entrant must first have a registered account with <a href="www.NHL.com">www.NHL.com</a> (i.e., an NHL Account). It is free of charge to register for an account. If an Entrant does not already have an NHL Account, the Entrant can register for one at the Promotion Website during the early registration period which begins on or about 12:00 p.m. (noon) ("ET") on April 21, 2022 (i.e., before all Playoffs teams have been determined) via desktop either by clicking on the designated start button on the landing page or the "Create Account" link on the top right of the page or via mobile by clicking on the designated start button on the

landing page. Then follow the instructions to complete and submit the registration form by providing the required contact information including first name, last name, email, password, country, postal/ZIP code, and favorite team (optional for Canadian Entrants). After registering for an NHL Account, to complete the Partner Entry process an Entrant will then have to return to the Promotion Website after all Playoffs teams have been determined (which will be set, barring any unforeseen scheduling changes, no later than 2:00:00 a.m. ET on April 30, 2022) to agree to the official rules of the NHL Promotion (thereby automatically joining the NHL League), select the North American Hockey League League and agree to this Partner Promotion's Official Rules (thereby joining this North American Hockey League League), and complete and submit (or assign from another league, including the NHL League) one (1) Partner Bracket into the North American Hockey League League by following the instructions and clicking the appropriate buttons provided. Please note that if the Partner Bracket is the first Bracket that the Entrant has saved, that Bracket will also be submitted into the NHL Promotion as part of the NHL League (and the Entrant will have entered the NHL Promotion).

# Option 2 - Simultaneous Registration, League Selection and Completion/Saving of Partner Bracket:

After all Playoffs teams have been determined (which, again, will be set, barring any unforeseen scheduling changes, no later than 2:00:00 a.m. ET on April 30, 2022), an Entrant may simultaneously register for an NHL Account (if the Entrant does not yet have one) free of charge by clicking on the "Create Account" link and following the same registration instructions as set forth in Option 1 (including agreeing to the official rules of the NHL Promotion), select the North American Hockey League League and agree to this Partner Promotion's Official Rules in order to join this North American Hockey League League, and complete and submit (or assign from another league, including the NHL League) one (1) Partner Bracket into the North American Hockey League League by going to the Promotion Website and following the instructions and clicking the appropriate buttons provided. Again, please note that the first Bracket that the Entrant has saved will also be submitted into the NHL Promotion as part of the NHL League and the Entrant will have entered the NHL Promotion.

A Partner Entry is not deemed completed until a Partner Entry name is created and all predictions have been submitted via a saved Partner Bracket. An Entrant may make changes to a saved Partner Bracket by changing his/her picks and then following the instructions and clicking the button provided again to re-save the Partner Bracket. The most recently saved Partner Bracket before the commencement of the first Game 2 scheduled in the 1st Round of the Playoffs (as further described in Section 5) will be the Entrant's Partner Entry. Registration for an NHL Account for the purpose of participating in the NHL Promotion, along with the rest of the Partner Entry, must be completed and submitted no later than 6:59 p.m. ET on May 4, 2022 (the "Picks Period Closing Date"). No more Partner Entries will be accepted, and no more changes may be made, to any Partner Bracket after the Picks

**Period Closing Date.** An incomplete entry form does not constitute a valid Partner Entry for purposes of this Partner Promotion and will not be accepted.

LIMIT: ONE (1) REGISTRATION AND A MAXIMUM OF ONE (1) PARTNER BRACKET/ENTRY PER PERSON AND PER EMAIL ADDRESS DURING THE PROMOTION PERIOD. No person may register/enter more than once by using different email addresses and no email addresses can be used to submit more than one (1) Partner Bracket/Entry. Proof of submitting a Partner Entry will not be deemed by Sponsor as proof of receipt or entry into the Partner Promotion. Any attempted form of entry into the Partner Promotion other than as described herein is void and will be disqualified. Partner Entries from the same person and/or email address in excess of the number stated herein will be disqualified. Any attempt by an Entrant to use multiple email accounts will result in disqualification. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all Partner Entries by that Entrant. Partner Entries that are incomplete, late, garbled or corrupted are void and will not be accepted. All Partner Entries become the property of Sponsor upon receipt and will not be acknowledged or returned.

#### **4.** HOW TO PLAY.

**General Rules:** An Entrant participates in the Partner Promotion by completing and saving one (1) Partner Bracket predicting the teams that the Entrant believes will advance in each applicable round of the Playoffs (each, a "Round") culminating with the team that the Entrant believes will win the Stanley Cup Championship and be the 2022 Stanley Cup Champion. To complete a Partner Bracket, an Entrant is required to predict the winning team of each best-of-seven-game series matchup (each, a "Series") in each Round. There are four (4) Rounds in all. Therefore, each Entrant completes a Partner Bracket by first predicting the winning teams for each Series in the 1st Round, and then the 2<sup>nd</sup> Round, 3<sup>rd</sup> Round and 4<sup>th</sup> Round in that order. For more details, see below for an overview of the Playoffs format. For each winning team correctly selected, an Entrant will be awarded a designated amount of points ("Basic Scoring Points"), depending on which Round is in play. The later the Round, the more points an Entrant will earn for correctly picking winning teams in that Round. In addition, for the 1st Round only, an Entrant may earn bonus points ("Bonus Points") by correctly answering the required bonus question for each Series in the 1st Round so long as such Entrant also correctly predicts the winning team in each such Series. Answers to each bonus question are to be made where indicated in the Partner Bracket. If an Entrant correctly answers the bonus question for a given Series but does not correctly predict the winning team for that Series, then the Entrant will not receive any Bonus Points for that Series. See below in the Scoring section for more details about how points are scored. Any ties in overall scoring will be governed by the tiebreaker rules below and, for that reason, Entrants will also be required to answer one (1) tiebreaker question when completing the Partner Bracket.

To participate in the Partner Promotion, an Entrant must submit his or her predictions for every applicable Round – by saving a completed Partner Bracket including answering the tiebreaker question and the bonus question for each 1<sup>st</sup>

Round Series by the "Picks Period Closing Date". An Entrant may make changes to his/her Partner Bracket (by making appropriate edits and re-saving the Partner Bracket) before the Picks Period Closing Date. Once the Picks Period Closing Date has ended, an NHL Account can no longer be created for entry into the Partner Promotion, all Partner Brackets will be locked and no new Partner Brackets or changes to any saved Partner Brackets will be accepted.

**Objective**: The objective of the Partner Promotion is to score as many points as possible during the Playoffs. The one (1) Entrant with the top point score amongst all eligible Entrants in the North American Hockey League League by the end of the Playoffs will win the prize, after applying the tiebreaker rules below in the event of any ties in scoring. The prize eligible to be awarded under this Partner Promotion is further explained below.

Overview of Playoffs Format: At the end of the 2021-2022 NHL regular season, sixteen (16) NHL teams will qualify for the Playoffs – eight (8) teams in the Eastern Conference and eight (8) teams in the Western Conference. For each Conference, the top three (3) teams in each Division (there are two Divisions in each Conference) with the most regular season points will qualify for the Playoffs (taking into account applicable tiebreakers for teams that are tied in overall points). In addition to these six (6) teams, two (2) additional wild-card teams in each Conference with the most regular season points – regardless of Division, but again taking into account applicable tiebreakers – will also qualify. The top eight (8) qualifying Playoff teams in each Conference are then ranked or "seeded" #1 through #4 as follows. Each Division winner within each Conference will receive a #1 seed. The two (2) Divisions in the Eastern Conference are the Atlantic and Metropolitan Divisions; and the two (2) Divisions in the Western Conference are the Central and Pacific Divisions. After the two (2) Division winners in each Conference (each bearing a #1 seed), the second and third place teams within each Division will receive a #2 seed and #3 seed, respectively. Then the two (2) wild-card teams in each Conference receive #4 seeds. So, for each Conference, there will be two #1 seeds, two #2 seeds, two #3 seeds and two #4 seeds.

Once the Playoff seedings have been determined, the Playoffs will begin. There are four (4) Rounds during the Playoffs. In each Round, Playoff teams will play against each other in a Series (i.e., best-of-seven games), with each Series matchup based on seeding as set forth above. Each Series throughout the Playoffs will feature two Playoffs teams playing against each other. In each Series, the first NHL team to win four (4) games against the opposing NHL team is the winning team in that Series and will advance to the next Round. The first three Rounds – the 1st Round, 2nd Round, and Conference Finals (i.e., 3<sup>rd</sup> Round) - take place within each Conference to determine the Conference champion. The Eastern Conference champion will then play the Western Conference champion in the Stanley Cup Final (i.e., the fourth and final Round of the Playoffs), after which the winning team will be awarded the Stanley Cup trophy as the champion of the 2021-2022 NHL hockey season.

In the 1st Round, the eight (8) qualifying Playoff teams within each Conference play against each other in four (4) Series matchups based on seedings as follows: two matchups featuring a #1 seed v. #4 seed; and two matchups featuring a #2 seed v. #3 seed. For example, the wild-card team with the lowest points total will play the top Division winner (the one with the highest point total in the Conference) in the 1st Round; and the other wild-card team will play the other Division winner. Since there are two Conferences, there are eight (8) Series (four (4) in each Conference) in all in the 1st Round. The winning teams in each Series in the 1st Round will advance to the 2nd Round. Since after the 1st Round there are four (4) teams remaining in each Conference, there are two (2) Series matchups within each Conference in the 2nd Round (and thus, four (4) in all). The winning teams in the 2nd Round advance to the 3rd Round (the Conference Finals), in which the two (2) remaining teams in each Conference play against each other, so there is a total of two (2) Series matchups in this Round. The winning teams in the 3rd Round - i.e., the Eastern Conference Champion and the Western Conference Champion – advance to the Stanley Cup Final (the 4th Round). There is only one Series in the 4th Round. The winner of the Stanley Cup Final is the 2022 Stanley Cup Champion. In the 1st and 2nd Rounds, the team with the higher seed will have home-ice advantage for a particular Series. In the 3<sup>rd</sup> and 4<sup>th</sup> Rounds, home-ice advantage will be awarded to the team that had the better regular season record, regardless of seeding.

**Scoring**: There are two (2) ways an Entrant can earn points during the Partner Promotion: Basic Scoring Points and Bonus Points. From all eligible Partner Entries received, the potential winner of the Partner Promotion will be determined based on such Entrant's ability to use his or her skill and knowledge of hockey in general and the NHL in particular to accumulate the most points during the Promotion Period.

*Basic Scoring*: An Entrant must correctly guess the winner of a Series in order to be awarded Basic Scoring Points. Basic Scoring Points per correct prediction/selection per Series in a given Round are shown below:

1st Round: Earn 10 points for each correctly-predicted Series winner.

2<sup>nd</sup> Round: Earn *25 points* for each correctly-predicted Series winner.

3<sup>rd</sup> Round - Conference Finals: Earn *50 points* for each correctly-predicted Series winner.

4<sup>th</sup> Round - Stanley Cup Final: Earn *100 points* for correctly predicting the winner of the Stanley Cup Final Series matchup (i.e., the 2022 Stanley Cup Champion)

In the event a Series does not occur as scheduled (e.g., due to cancellation, postponement, etc.) no points will be awarded in respect of that Series.

Bonus Points: For each Series in the 1st Round, there will be one (1) bonus question. The bonus question for each Series in the 1st Round is as follows: the Entrant must predict how many games will be played in that particular Series. If the Entrant correctly answers the bonus question for a given Series, such Entrant shall be

awarded three (3) Bonus Points so long as such Entrant also correctly predicted the winner of that Series. By way of example, since there are eight (8) Playoff Series in the 1st Round, there are eight (8) bonus questions to be answered (one per Series). Thus, an Entrant has the opportunity to earn as much as twenty-four (24) Bonus Points in the 1st Round (by correctly answering each bonus question and correctly predicting each Series winner). If an Entrant does not correctly predict the winner of a given Series but correctly answers the bonus question for that Series, then the Entrant will not receive any Bonus Points for that Series. Entrants must answer the bonus question for each 1st Round Series when completing and saving the Partner Bracket prior to the Picks Period Closing Date. An Entrant may change his/her answers to bonus questions (including with respect to any 1st Round matchup where Game 1 already took place) before the Picks Period Closing Date, by making any appropriate changes and again re-saving the Partner Bracket, but once the Picks Period Closing Date occurs, all answers will lock and may not be changed again.

- 5. AGREEMENT TO OFFICIAL RULES; SPONSOR DECISIONS BINDING. Participation in the Partner Promotion constitutes full and unconditional agreement to and acceptance of these Official Rules by the Entrant. By entering the Partner Promotion, each Entrant agrees and acknowledges to be bound by the Official Rules, as well as the decisions of the Sponsor which are final and binding in all respects, and to waive any rights to claim ambiguity with the Partner Promotion or these Official Rules.
- 6. WINNER SELECTION. At Noon CST on the tenth business day following the conclusion of the Partner Promotion (which will occur once the last game of the Playoffs has ended), the Entrant who has the top point score in the North American Hockey League League amongst all eligible Entrants participating in this league (after factoring in any tiebreakers in accordance with the tiebreaker rules below) will be determined, by Sponsor's representatives to be the potential first place winner of the Partner Promotion. The Entrant who has the highest score (i.e., first place) by the end of the Promotion Period amongst all eligible Entrants is the overall winner of the Partner Promotion (such Entrant, the "First Place Winner") and upon confirmation will be awarded one (1) Grand Prize by Sponsor. As such, there will be one (1) First Place Winner. The prizes is described below. Ties in point totals will be governed by the tiebreaker rules set forth below. All Entrants must answer the tiebreaker question when submitting their predictions. The awarding of each prize is subject to confirmation of eligibility and compliance with these Official Rules (including the notification procedures). The odds of winning depends on the number of eligible Entrants participating in the Partner Promotion plus the skill of each Entrant in his or her knowledge of the teams participating in the Playoffs and in selecting the choices needed to predict winning teams at various points in time during the Playoffs. There is a limit of one (1) prize per Entrant.
- 7. TIEBREAKER RULES. If more than one (1) Entrant ties for first place in the Partner Promotion, the tiebreaker question will be used to determine the First Place Winner. The tiebreaker question shall be used for tiebreaking purposes only and shall serve no other purpose in connection with the Partner Promotion. **All Entrants are**

## required to submit an answer to the tiebreaker question when submitting their picks.

First Place Winner Tiebreaker Rules: If multiple Entrants are tied for first place at the end of the Partner Promotion, the Entrant who correctly answers the tiebreaker question (i.e., question related to predicting the number of goals scored in the Stanley Cup Final) will be the First Place Winner (thus winning the Grand Prize). If more than one (1) of these Entrants correctly answers the tiebreaker question, then a random drawing will be held amongst those Entrants who correctly answered the question to determine the First Place Winner. If none of these Entrants correctly answer the tiebreaker question, then the Entrant with the closest answer (either over or under) to the correct number will be deemed the First Place Winner. If more than one (1) of these Entrants have answers that are equally close to the correct answer (either over or under), then a random drawing will be held amongst all such Entrants to determine the First Place Winner.

8. NOTIFICATION OF WINNER. A potential winner must comply with all terms and conditions of these Official Rules. Winning (and being awarded the prize) is contingent upon fulfilling all requirements, including the requirements of this section. A potential winner will be notified by email, based on the information provided when registering for an NHL Account, within ten (10) business days after the end of the Partner Promotion. Within ten (10) business days of being notified, the winner must complete, sign and return to Sponsor all requested documentation including, but not limited to, an Affidavit of Eligibility, Publicity Release (except where prohibited by law) and Liability Waiver along with a W9 or W-8BEN tax form (as applicable) (together, the "Release Forms"). In addition, with respect to a potential Canadian winner, before that person is declared an actual winner that person will also be required to first correctly answer, without mechanical or other assistance, Sponsor's mathematical, skill-testing question that will form part of that winner's Release Forms. Upon Sponsor's timely receipt of the Release Forms and confirmation of a potential winner's eligibility to enter this Partner Promotion (including confirming that a potential Canadian winner has correctly answered the skill-testing question), then such winner shall be a confirmed winner and shall be awarded the prize, subject to, and in accordance with Section 10 below. If (a) a potential winner cannot be reached for whatever reason after two (2) attempts based on the information stated in the Partner Entry, (b) a potential winner does not comply with the above or within any of the aforesaid time periods, (c) a potential winner fails to timely return to Sponsor fully-completed and executed Release Forms, (d) a potential winner cannot or does not otherwise comply with these Official Rules, (e) a potential winner is found to be ineligible to enter this Partner Promotion, (f) a potential Canadian winner failed to answer or has incorrectly answered the skill-testing question, (g) a potential winner declines to receive the prize for whatever reason, or (h) a potential winner's prize is returned as undeliverable, in such case such potential winner will be disqualified, and an alternate potential winner may be selected (at the Sponsor's sole discretion) from all eligible Partner Entries received by awarding the applicable prize

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to the eligible Entrant with the next highest score subject to application of the tiebreaker rules set forth above. Sponsor is not responsible for documents not received within the required timeframe.

#### 9. PRIZE.

The confirmed First Place Winner of the Partner Promotion shall receive one (1) Grand Prize.

One (1) Grand Prize - The Grand Prize consists of a 2022 NAHL Showcase Prize Package - Two (2) Round Trip Airline Tickets from anywhere in the Continental United States, Alaska or Canada, Five (5)-Night Hotel Stay, Five (5)-Day Rental Car (some car rentals may require that the driver's age is greater than majority), Two (2) Event Passes to the 2022 NAHL Showcase in Blaine, MN, USA September 14-17, 2022 . Approximate retail value ("ARV") of the Grand Prize is \$2700.00USD. (Estimate based on flights from Los Angeles to Minneapolis/St. Paul, New York City to Minneapolis St. Paul and Vancouver, BC to Minneapolis/St Paul. In accepting the Grand Prize, the First Place Winner is responsible for all federal, state, provincial and local taxes on the Grand Prize (as applicable) and costs and expenses not specifically listed above as part of the Grand Prize. Food, beverages, gas, and all other costs not explicitly included above are the responsibility of the First Place Winner.

The total ARV of all prizes is approximately \$2700.00USD

All details and other restrictions of prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Actual value of any prize awarded under this Partner Promotion may be lower or higher at the time of its fulfillment, and any difference between actual value and the stated ARV (if actual value is lower than stated ARV) will not be awarded. Prize is non-transferable, non-refundable and must be accepted as awarded (except as specifically permitted by Sponsor in its sole and absolute discretion). Any portion of the prize not accepted or unclaimed and/or unused by the winner will be forfeited and will not be substituted. No cash or other substitutions may be made, except by Sponsor who reserves the right, in its sole discretion, to substitute the prize (or portion thereof) with another prize (or portion thereof) of equal or greater value whether due to the unavailability of the prize or prize component, or for any other reason. Winner is solely responsible for any and all applicable federal, state, provincial, local and/or any other applicable taxes and/or other costs and expenses associated with accepting, redeeming and/or using the prize which are not specifically listed herein as part of the prize.

10. PUBLICITY. Except where prohibited, participation in the Partner Promotion constitutes the winner's consent to Sponsor's and its affiliates', agents' or affiliated third parties' use of winner's name, likeness, photograph, voice, opinions and/or hometown and State/District/Province for promotional purposes in connection with the Partner Promotion or the Bracket Challenge in any media now known or hereafter devised, worldwide, without further payment or consideration, notice, review or approval. To the extent the foregoing is prohibited by law, Sponsor and its affiliates, agents or affiliated third parties will seek the winner's separate consent for such

- publicity via the Release Forms.
- 11. RELEASE; INDEMNIFICATION; DISCLAIMER OF WARRANTY. By participating in the Partner Promotion, all Entrants agree to forever and irrevocably release and hold harmless each of the Ineligible Entities and each of their respective officers, directors, governors, members, partners, partnerships, principals, owners, employees, volunteers, representatives, agents, affiliates (past, present and future), related entities, successors and assigns (collectively, the "Released Parties") from any and all liability for any loss, harm, damage, injury, cost or expense of any nature whatsoever (including attorneys' fees) (collectively, "Losses") which may occur in connection with (a) the Partner Promotion or any element thereof, including entry or participation therein, (b) delivery, possession, acceptance and/or use or misuse of the prize or component thereof, or (c) participation in any Partner Promotion-related activity or prize-related activity, including without limitation in each case any Losses that may be caused or contributed to by (1) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties, or any of their independent contractors or any other person or entity not an employee of any of the Released Parties, or (2) any other cause, condition or event whatsoever beyond the control of any of the Released Parties. In addition, by participating in this Partner Promotion, each Entrant agrees to indemnify and hold harmless the Released Parties from and against any and all damages, losses, costs and expenses (including amounts paid in settlement and reasonable attorneys' fees) incurred by any of the Released Parties in connection with any third-party claim, demand, liability, suit, proceeding or action arising out of or resulting from (i) breach or alleged breach of any representations, warranties or agreements of Entrant hereunder, or (ii) Entrant's possession, use or misuse of the prize or component thereof. Each Entrant hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize (or any components thereof) and that, except as prohibited by applicable law, the prize is provided "as is" without warranty of any kind, either express or implied. To the extent permitted by law, the Released Parties hereby disclaim all such warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement.
- 12. GENERAL CONDITIONS. All decisions of Sponsor in connection with this Partner Promotion shall be binding and final in all respects. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Partner Promotion, if intervening circumstances warrant, within Sponsor's sole discretion, due to any fraud, virus or other technical problem which corrupts the administration, security, or proper play of the Partner Promotion, or for any other reason, including but not limited to, events or circumstances beyond Sponsor's control. In such event, Sponsor reserves the right to award a prize from among the eligible Partner Entries received up to the time of the termination, cancellation, suspension and/or modification. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Partner Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Partner Promotion may be a violation of criminal and civil law, and should such an attempt

- 13. be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term or provision of these Official Rules shall not constitute a waiver of that term or provision. In case of dispute as to the owner of a Partner Entry, the Partner Entry will be deemed to have been submitted by the authorized account holder of the email address from which the Partner Entry is made. The "authorized account holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. A potential winner may be requested to provide the Sponsor or its designees with proof that the potential winner is the authorized account holder of the email address associated with the winning entry. If a dispute cannot be resolved, the Partner Entry will be deemed ineligible, and an alternate potential winner may be selected in Sponsor's sole discretion (in accordance with Section 9 above). This Partner Promotion is in no way sponsored or administered by any of the other Ineligible Entities except for Sponsor. Any questions, comments, or complaints regarding the Partner Promotion should be directed to the Sponsor
- 14. LIMITATIONS OF LIABILITY. Without limiting anything set forth in Section 12 or Section 13 of these Official Rules, Released Parties shall not have any obligation, responsibility or liability, including any obligation or responsibility to award any prize to Entrants, with regard to: (a) Partner Entries submitted through the use of any robotic or automated device/computer program or any other non-human mechanism, entity, or device; (b) Partner Entries in excess of the stated entry limit; (c) Partner Entries that are illegible, late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, altered or otherwise not in compliance with or in violation of these Official Rules, whether caused by any equipment or programming associated with or utilized in the Partner Promotion or any other reason beyond Released Parties' control; (d) any technical or human error which may occur in the creation, submission, assignment or processing of Partner Entries in the Partner Promotion, including any technical or human error in connection with the Promotion Website and/or the hosting thereof; (e) Partner Entries, prize claims or notifications that are not received by the intended recipient due to transmission, technical, computer or human failures or error of any kind, including any Partner Entries, prize claims or notifications that are delayed, misdirected, or undelivered as a result of any failure or problem with the availability, functionality, operability or use of any network, server, ISP, website (including the Promotion Website), computer, internet connection, hand-held mobile device or any other equipment or connection used in connection with the Partner Promotion; (f) changes in an Entrant's Partner Entry information which affects the ability to contact such Entrant; (g) typographical errors in Partner Promotion promotional material; (h) cancellations and/or delays or any change by any company or any other persons providing any of components of a prize due to reasons beyond the control of any of the Released Parties; (i) any interruptions/postponement/cancellation of Partner Promotion or the Bracket Challenge; (i) human error; incorrect or inaccurate transcription of Partner Entry information; (k) any technical malfunctions of the computer on-line system, computer dating mechanism, computer equipment,

- software, or internet service provider utilized by any of the Released Parties or by Entrant; (l) interruption or inability to access the Partner Promotion, any NHL or Partner Promotion-related Web pages, or any on-line service via the Internet due to hardware or software compatibility problems; (m) any damage to Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Partner Promotion; (n) any lost/delayed data transmissions, omissions, interruptions, defects; (o) any other errors or malfunctions, even if caused by the negligence of any one or more of the Released Parties; and/or (p) if a prize, or any component thereof, cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other event beyond Sponsor's reasonable control, including but not limited to, events or circumstances that could affect public health or safety.
- 15. PRIVACY. Information collected from Entrants is subject to the NHL's Privacy Policy at <a href="http://www.nhl.com/info/privacy-policy">http://www.nhl.com/info/privacy-policy</a>. Entrants are advised that personal information collected will be stored on servers located in the United States and may be accessible to U.S. law enforcement, courts and other governmental institutions pursuant to the laws of the United States. Entrants who participate in this Partner Promotion are advised that their data will be shared with Sponsor to the extent necessary for the administration of the Partner Promotion, including to contact you if you are a winner, to comply with winner notification requirements, to fulfill prizing and as otherwise necessary. In addition, your data may be shared with Sponsor to the extent otherwise permitted under applicable law.
- 16. DISPUTES. North American Hockey League and its officers shall have complete and entire authority to resolve any dispute regarding the Partner Promotion and its Entrants, and any decision regarding the Partner Promotion by North American Hockey League shall be full and final.
- 17. WINNERS LIST AND OFFICIAL RULES. For a copy of the Official Rules or Winners List, send the request and a self-addressed, stamped envelope postmarked by July 31, 2022, to 2022 STANLEY CUP PLAYOFFS BRACKET CHALLENGE NORTH AMERICAN HOCKEY LEAGUE PRIZE PROMOTION (please specify Winners List or Official Rules) c/o NAHL, Attn: Shannon Smith 5151 Belt Line Rd., Suite 877, Dallas, TX 75254. Canadian and VT residents may omit return postage. The Official Rules will also be available on the Promotion Website during the Promotion Period.