NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

**1. ELIGIBILITY:** Detroit Red Wings Gravy Boat Art Contest (the "Contest") is open only to legal residents of Michigan 18 years of age or older (the "Entrant"). Employees of Detroit Red Wings, Inc., Olympia Entertainment, Inc., the National Hockey League, and its Member Clubs and their respective parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such entities' employees are not eligible. Previous winner(s) are not eligible to enter the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein (the "Official Rules").

2. SPONSOR: Detroit Red Wings, 2525 Woodward Avenue, Detroit, MI 48201 and

**3. CONTEST PERIOD:** The Contest begins Monday, June 3, 2024 and ends June 14, 2024.

**4. ART REQUIREMENTS:** All material ("Art") submitted for purposes of the Contest must be original work of Entrant and must be the sole and exclusive work of Entrant. Sponsor is not responsible for any misrepresentation by Entrant and reserves the right to disqualify Art that does not comply with the following entry requirements.

- a. All Art submitted must be an original creation. Permissible types of Art: drawing, painting and digital artwork that can be displayed on a Zamboni gravy boat. Upon written request by an Entrant, Sponsor may elect in its own discretion to approve unconventional materials or forms of art, but pre-approval is necessary to prevent disqualification. Photography, digital collages, or other Art that uses or incorporates others' work are not permitted and will be disqualified.
- Art must be submitted on the template provided by Sponsor upon Entrant's completion of registration for the contest. To register visit <u>Gravy Boat Design Contest - Registration -</u> <u>Formstack</u>.
- c. Art must portray a Detroit Red Wings theme.
- d. Art must be Entrant's own original concept and not a copy of anyone else's copyrighted material (if your image infringes upon another's copyright it will be disqualified).
- e. Entrant may only submit their own art that they created. Use of Artificial Intelligence (A.I.generated work) is prohibited. Sponsor reserves the right to require proof that the Art is Entrant's original art.
- f. Each Entrant may submit one contest Entry.
  - i. Group Entrants contributing to the same Art will be considered one "Entrant" for purposes of this Contest.
- g. Past submissions may not be re-submitted to subsequent Contests.
- h. Art must be signed by Entrant.
- i. The Art may **NOT** contain the following:
  - i. trademarks owned by third parties (including trademarks of other hockey teams) except for those owned by the Detroit Red Wings.
  - ii. copyright materials owned by third parties.

- iii. names, likenesses, voices or other characteristics identifying celebrities or other public figures, living or dead, including image, likeness or number of Detroit Red Wings current or past players.
- iv. Altered Detroit Red Wings trademarks.
- v. Art for which the entrant has not purchased or secured the rights to use, such as stock images.
- vi. Art which contains any commercial content that promotes any product or service unless the appropriate written consents from the relevant rights owners have been received.
- vii. Art which has been substantially derived from existing art and thus can be perceived as infringing on the intellectual property rights of the creator of that Art without consent of that creator or artist.
- 5. ENTRY REQUIREMENTS: All Art Entries must be initially submitted in a digital format (.ai or .psd) through the designated online entry page. Entrants shall submit a clear photo of the completed Art on canvas using the designated form at <u>Gravy Boat Design Contest Art Submission Formstack</u>. Entrants are responsible for ensuring the quality of the image submitted.

6. SELECTION OF WINNER: Sponsor will select four (4) Art entries ("Finalists") through a panel of judges, based on compliance with the Entry Requirements and the judges' assessment of Entrant's creativity, originality, and theme. The Winner will be determined bv а fan vote on www.detroitredwings.com/gravyboat during the voting period (June 17, 2024 through June 21, 2024). The Finalist with the most votes will be determined the Grand Prize winner ("Winner"). The potential Winner will be notified by e-mail, and/or telephone. Failure of the potential prize winner to respond within a reasonable time frame (but not longer than 24 hours) from notification may result in disqualification and the selection of another Entrant from among all eligible entries. Sponsor is not required to contact potential prize winner more than once. In the event of non-compliance for any reason, including the inability to accept the prize for any reason, an alternate Entrant may be selected in Sponsor's sole discretion.

**7. PRIZE:** The Winner's Art will be featured on seven thousand five hundred (7,500) Zamboni Gravy Boats and distributed to fans during a 2024/25 Detroit Red Wings game at Little Caesars Arena. Sponsor reserves the right to substitute a prize with another prize of greater or equal value in the event that either one of the above prizes is unavailable due to any factor beyond Sponsor's reasonable control. Group Entrants shall constitute one "Winner" and shall be solely responsible for determining the distribution of the singular prize among the group Entrant. As a condition of receipt of the prize package, the winner must sign an assignment of copyright to the Art conveying all rights to the original Art and the copyright to the Art therein to Sponsor.

**8. CONTENT RESTRICTIONS:** Entrants must not include any of the following content (the "Content Restrictions") in any entry: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) materials relating to lotteries or gambling; (iii) explicit language or content, images of violence, or promotion of illegal activities; (iv) content in violation of intellectual property rights or laws; (v) libelous,

defamatory, disparaging, tortious or slanderous materials; (vi) content that denigrates, disparages or reflects negatively on the NHL, their owners and employees, or the game of hockey; (vii) tobacco, alcohol or drugs; (viii) dangerous stunts; (ix) weapons of any kind including, but not limited to, guns, knives or projectiles; (x) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (xi) individuals under legal age of majority without providing a signed release from parent or legal guardian; (xii) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (xiii) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the entry is created. In addition, Art may not infringe the copyrights (and related rights), trademarks, design rights, or any other intellectual property rights of any third party. Any entry that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified.

9. CONDITIONS, DISCLAIMERS, AND LICENSE: By entering this Contest, Entrants agree to be bound by these Official Rules and by all decisions of Sponsor (whose decisions are final and binding on all matters relating to the Contest), and to comply with all federal, state and local laws and regulations. The decisions of Sponsor are final on all matters of fact, interpretation, eligibility procedure and fulfillment. Winning Art and copyright to the Art becomes the property of Sponsor and/or its promotional partner(s) and will not be returned. All Entrants agree to assign the rights to Art images submitted to the Contest to Sponsor. Sponsor reserves the right to use Art submissions for promotional and/or marketing purposes. Sponsor is not responsible for incomplete, late, lost, or misdirected entries or for any technical malfunction, human error, lost/delayed data transmission, omission, interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof that impacts any aspect of the Contest, acceptance of prize, or return of entry Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with the Official Rules. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Contest. Although Sponsor attempts to ensure the integrity of the Contest, Sponsor is not responsible for the actions of Entrants or other individuals in connection with the Contest, including Entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. Sponsor is not responsible for injury or damage to Entrant's or any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Contest or downloading materials from or using the Contest Site and/or submission page. If, for any reason, the Contest is not capable of running as planned for any reason including, but not limited to, damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole and absolute discretion to modify the Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Contest, and in its sole discretion to select a new potential winner from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. In the event that there are typographical or other errors that obscure the original intent of the Contest, Sponsor reserves the right to cancel or modify the Contest in any way deemed appropriate by Sponsor and in Sponsor's sole discretion. All applicable federal, state, and local taxes in connection with the prize, and the reporting consequence thereof, are the sole responsibility of prize Winner. Prize Winner may be sent a tax form 1099, or other appropriate tax document, in the event the average retail value requires Sponsor to submit such form. Prize is non-transferable to any other person, including relatives or friends. Sponsor reserves the right to substitute the prize with a prize of comparable or greater value, at its sole discretion. By entering the Contest and unless prohibited by law, each potential prize winner agrees to grant to Sponsor, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, and without additional compensation or consideration, prize Winner's name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news, information, advertising, and promotional purposes, and/or any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as determined by Sponsor in its sole discretion. By entering the Contest and voluntarily providing Entrant's own personal information, Entrants consent and agree to Sponsor's collection and use of the Entrant's information for the administration of the Contest and agree to Sponsor's use of Entrant information for the purpose of contacting Entrant in relation to this Contest and be shall subject to the Detroit Red Wings Privacy Policy available at https://www.nhl.com/redwings/team/privacy-policy. For the avoidance of doubt, Entrants are providing information to the Sponsor.

**10. RELEASE AND INDEMNIFICATION**: By entering the Contest, Entrants release and hold Sponsor, Olympia Entertainment, Inc., Olympia Entertainment Events Center, LLC, Detroit Red Wings, Inc., the National Hockey League and its Member Clubs, and their respective parents, related and affiliated companies, subsidiaries, advertisers, promotional agencies and each of their respective directors, successors, sponsors, partners, licensees, officers, subsidiaries, agents, employees, artists, advisors, assignees, and all others associated with the development and execution of the Contest harmless from and against any and all losses, damages, rights, claims, and actions of any kind arising in whole or in part, directly or indirectly, from the Contest or participation in any Contest-related activity, or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Contest, including but not limited to, claims based on negligence, breach of contract and liability for physical injury, death, or property damage which the Entrants or his/her administrators, heirs, successors or assigns might have or could have, by reason of or arising out of the Entrant's participation in the Contest and/or in connection with the acceptance and/or use Entrant of the prize.

**11. LIMITATION OF LIABILITY**: The Contest, all prizes, and all materials provided on or through the Contest Site are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

WITHOUT LIMITING THE RELEASE GRANTED BY ENTRANTS HEREIN, BY ENTERING THE CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2)UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3)ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF, AS PERMITTED BY APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS.

**12. GOVERNING LAW**: The Contest and the Official Rules are governed by and shall be construed in accordance with the laws of the State of Michigan and the United States of America applicable to contracts made and performed entirely in Michigan. All applicable federal, state, and local laws and regulations apply.

**13. AWARDING OF THE PRIZE**: Winner must claim the prize in person and must present proper identification to receive winnings. Odds of winning depend upon the total number of eligible entries received.

**14. COPY OF RULES OR WINNER'S NAME**: For a printed copy of the Official Rules or the winner's name, send a self-addressed stamped envelope to: Gravy Boat Art Contest Winner: 2525 Woodward Avenue, Detroit, Michigan 48201.