

Carolina Hurricanes // in association with O2 Fitness

Get In The Game

Official Rules

NO PURCHASE NECESSARY. OPEN TO PERMANENT LEGAL U.S. RESIDENTS WHO ARE AT LEAST 18 YEARS OF AGE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL FEDERAL, STATE AND LOCAL REGULATIONS APPLY.

1. **HOW TO ENTER.** The promotion period is from **April 29th, 2024 at 12:00 a.m. ET through 11:59 p.m. ET on May 9th, 2024.** You may enter by filling out the entry form in its entirety and submitting said entry form. Once entry is complete, entrants will be selected at random. Entrants must be the registered subscriber of the social media account from which the entry is made. Entries that are (a) incomplete, illegible or corrupted, or (b) generated by a script, macro or other automated means will not be eligible. No limit on entries per person per promotion period. At the end of the promotion period, one (1) entrant will be chosen at random to win the Grand Prize (as defined below). See section 4 for information on prizing.

2. **SPONSORS.** The sponsor of this sweepstakes is Hurricanes Hockey Limited Partnership d/b/a Carolina Hurricanes Hockey Club. Entrants acknowledge and agree that the sole role of **O2 Fitness** in the sweepstakes is that of a Prize supplier and that **O2 Fitness** is in no way responsible for the administration of the sweepstakes or the selection of winners.

3. **ELIGIBILITY.** The sweepstakes is open only to permanent, legal U.S. residents 18 years of age as of **April 29th**. Employees of the Sponsor, **O2 Fitness**, and each of their respective parent companies, subsidiaries, affiliates, officers, directors, agents, employees, advertising and promotion agencies and members of their immediate families (spouses, parents, children, and siblings and their spouses) are not eligible. By submitting an entry to this sweepstakes, the entrant acknowledges and agrees (a) to all of these Official Rules, and (b) to be bound by all decisions of the Sponsor, whose decisions are binding and final. Void wherever prohibited or restricted by law.

4. **PRIZE(S) AND ODDS.** One (1) grand prize winner (the "Grand Prize Winner") will receive each of the following prizes (collectively the "Grand Prize"): **Sauce Toss with 2 Hurricanes-branded Hockey Sticks, 2 Cornhole Boards & Bags (with O2/Hurricanes co-branding), Hurricanes-branded Kan Jam, Giant Pong, Autographed Hurricanes merch, and a Year-free membership to O2 Fitness.**

The odds of winning a prize depends upon the total number of eligible entries received during the promotion period.

If selected, winner will be notified via email. Winners will be instructed regarding how to claim

and obtain the prize. Winners must respond and agree to claim prize within ten (10) days of notification. If winner does not respond within twenty-four (24) hours of being notified, or if any prize notification is undeliverable, or in the event of non-compliance with any of these requirements, the prize will be forfeited, and an alternate winner may be selected at random from the remaining eligible entries. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. The Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. All winners are responsible for all taxes and fees associated with the receipt and/or use of the prizes. Winners must sign and return to the Sponsor an affidavit of eligibility and liability and publicity release, as well as IRS form W-9: Request for Taxpayer Identification Number and Certification for any prize over \$600.00 in total value.

5. **RELEASE.** By entering this sweepstakes, entrants agree to release and hold harmless the Sponsor, **O2 Fitness**, their prize suppliers, affiliates, subsidiaries, and their respective officers, directors, employees, and agents (collectively, the "Released Parties") from and against any and all claims or causes of action, including, but not limited to, personal injury, injury to others, death, or damage to or loss of property, arising out of participation in this sweepstakes or receipt or use or misuse of any prize.

6. **PUBLICITY.** Except where prohibited, participation in this sweepstakes constitutes a winner's consent to Released Parties' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any form of media (including, but not limited to, digital (website, app, social media, email), television and radio), worldwide, without further payment or consideration. Information collected from entrants is subject to the Carolina Hurricanes Hockey Club Privacy Policy located at <http://hurricanes.nhl.com/club/page.htm?id=45954>.

7. **GENERAL CONDITIONS.** Sponsor reserves the right to cancel, suspend and/or modify the sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the sweepstakes, as determined by Sponsor in their sole discretion. Sponsor reserves the right, in their sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Sponsor reserves the right to change the Official Rules at any time to ensure the fair administration of the sweepstakes and compliance with applicable laws.

8. **LIMITATIONS OF LIABILITY.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the sweepstakes; (2) unauthorized human intervention in any part of the entry process or the sweepstakes; (3) technical or human error which may occur in the administration of the sweepstakes or the processing of entries; or (4) any injury or damage to persons or property which may be caused, directly or indirectly, in

whole or in part, from entrant's participation in the sweepstakes or receipt or use or misuse of any prize.

9. **DISPUTES.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of North Carolina or the appropriate North Carolina State Court located in Wake County, North Carolina; (2) any and all claims, judgments and awards shall be limited to entrant's actual out-of-pocket costs incurred, including costs associated with entering this sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and the Sponsor in connection with the sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.

10. **WINNER LIST.** For a copy of the winner list, send an email to social@carolinahurricanes.com with subject line "Hurricanes **O2 Fitness**".