2025 NEXEN "TIRES AND TICKETS" SWEEPSTAKES WINNER AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE

I,	, hereby represent and warrant that I am a legal resident of either
Illinois, Wisconsin, Michigan or Ir	ndiana residing within 75 miles of Chicago, Illinois, and that I was at
least eighteen (18) years of age at	the time of entry into the Sweepstakes (as defined below). My home
address is:	and my home telephone
number is () I am sub	omitting this Affidavit of Eligibility and Liability/Publicity Release (the
"Affidavit/Release") to Chicago	Blackhawk Hockey Team, Inc. ("Administrator") and Nexen Tire
America, Inc. ("Sponsor"), with the	e understanding that it will be relied upon by Sponsor and Administrator
in connection with my having been	awarded, subject to eligibility, a prize as further described below (the
"Prize") in connection with the "20	25 Nexen "Tires & Tickets" Sweepstakes" (the "Sweepstakes").

- 1. I acknowledge and agree that the Prize is conditioned upon, and subject to, all terms herein and those certain Official Rules attached hereto as **Exhibit A** and consists solely of those items set forth in the Official Rules. The Prize is nontransferable and no substitution will be made except as provided herein at Sponsor's sole discretion. All details are at Sponsor's discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should be come unavailable for any reason.
- 2. I represent that I am not an employee or agent of, or otherwise affiliated with, Sponsor, Administrator, the National Hockey League and its member teams, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., and/or NHL Interactive CyberEnterprises, LLC or their respective parents, subsidiaries, affiliates, directors, owner, employees and agents (each a "Sweepstakes Party," and collectively, the "Sweepstakes Parties"), nor am I the immediate family member (spouse, mother, father, sister, brother, daughter, or son) of or member of the same household (whether related or not) as any employee, agent or affiliate of any Sweepstakes Party.
- 3. I acknowledge that I have not perpetrated or engaged in, and will not perpetrate or engage in, any fraud or deception in connection with the Sweepstakes and have not sought to influence the outcome of the Sweepstakes.
- 4. I HEREBY RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, THE SWEEPSTAKES PARTIES AND THEIR RESPECTIVE MANAGERS, EQUITY HOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, PARTNERS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM MY ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE, ANY PORTION THEREOF OR PARTICIPATION IN ANY SWEEPSTAKES RELATED ACTIVITY OR PARTICIPATION IN THIS SWEEPSTAKES.
- 5. I have been given a full opportunity to review and analyze this Affidavit/Release. I fully and completely understand all the terms of this Affidavit/Release and sign it voluntarily, freely and knowingly. I acknowledge and agree that this is a complete release and discharge of all claims and rights of the undersigned against the Sweepstakes Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claims or rights, it being understood that this release will be binding upon me and my affiliates, whether past, present or future, and their respective predecessors, successors and assigns, my heirs, executors, and administrators, and anyone claiming by or through me.

- For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I give the Sweepstakes Parties the irrevocable permission, authorization and/or license to film, video, photograph, make use of and/or otherwise record me, my voice, my likeness, my performance and any other biographical information or materials (the "Materials") during and in connection with my appearance and/or participation in the shoot/filming in connection with the Sweepstakes. I hereby acknowledge and agree that the Sweepstakes Parties will be the exclusive owner of the results and proceeds of such recordings, photography and/or filming of the Materials, whether such recordings, photography and/or filming occurred prior to or after the date hereof, with the right, throughout the world, an unlimited number of times in perpetuity, to copyright, to use and to license others to use, in any manner and in all media, whether now known or hereafter invented (including, without limitation, television, radio and the internet and/or digital media), all or any portion of the Materials or a reproduction thereof in connection with the Sweepstakes or otherwise, including, without limitation, in connection with the promotion, advertising, sale, publicizing and exploitation of the Sweepstakes and/or otherwise and ancillary products (e.g., merchandise) without further consent from or royalty, payment or other compensation to me. I hereby irrevocably transfer and assign to the Sweepstakes Parties my entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world. I acknowledge and agree that I have no right to review or approve Materials before they are used by the Sweepstakes Parties, and that the Sweepstakes Parties have no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from the Sweepstakes Parties' editing, alteration or use of the Materials. The Sweepstakes Parties have no obligation to use the Materials or to exercise any rights given by this Affidavit/Release. To the extent I capture, film or record any content in connection with the Sweepstakes on my own personal device, I hereby irrevocably transfer and assign to the Sweepstakes Parties my entire right, title and interest in and to said content and all copyrights in said content in any jurisdiction throughout the world and further agree to deliver copies of said content to the Sweepstakes Parties upon request.
- 7. I hereby represent and warrant that I have and will continue to have all rights and licenses necessary to grant to the Sweepstakes Parties the full and unrestricted enjoyment of the rights and licenses granted in Sections 5 and 6 of this Affidavit/Release. I further acknowledge and agree that neither the Sponsor, nor any third party will be obligated to exercise any of the rights or licenses granted under Sections 5 and 6 of this Affidavit/Release. To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights and remedies (including injunctive relief) relating to all liabilities, claims, demands, actions, suits, damages and expenses, including, but not limited to, claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from the Sweepstakes Parties' exercise of their rights under this Affidavit/Release and the use and exploitation of the Materials and, whether resulting in whole or in part by the negligence of the Sweepstakes Parties or any other person, covenant not to make or bring any such Claim against the Sweepstakes Parties and forever release and discharge the Sweepstakes Parties from liability under such Claims.
- 8. I hereby represent and warrant that all statements made by me in this Affidavit/Release are true, accurate and complete, and I hereby agree to indemnify the Sweepstakes Parties from and against any and all losses or damages (including attorneys' fees) arising out of or relating to any statements or representations made by me in this Affidavit/Release or otherwise in connection with the Sweepstakes. I agree to immediately return, upon demand, to Sponsor the value of the Prize that has been or may be awarded to me if any statement or representation made by me in this Affidavit/Release is discovered or

Print Name: _	
Signature:	
Date:	

believed to be in any way false or misleading, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.

2025 NEXEN TIRES & TICKETS SWEEPSTAKES OFFICIAL RULES

THIS PROMOTION IS SUBJECT TO SPECIFIC RESTRICTIONS, QUALIFICATIONS, AND CONDITIONS, WHICH ARE DESCRIBED IN THESE OFFICIAL SWEEPSTAKES RULES. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT MEET THE ELIGIBILITY REQUIREMENTS BELOW AT THE TIME OF ENTRY. SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW.

NO PURCHASE, DONATION OR FUNDRAISING OF ANY KIND IS REQUIRED TO ENTER OR WIN. A PURCHASE, DONATION OR FUNDRAISING WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR OR ADMINISTRATOR (BOTH AS DEFINED BELOW) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR OR ADMINISTRATOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

- 1. INTRODUCTION: The "2025 Nexen Tires & Tickets Sweepstakes" promotion (hereinafter, the "Promotion") is a sweepstakes sponsored by Nexen Tire America, Inc. ("Sponsor"), and administered by Chicago Blackhawk Hockey Team, Inc. ("Administrator"). Sponsor is responsible for providing the prizes for the Promotion. Your participation in the Promotion means that you unconditionally agree to these Official Rules and all decisions by Sponsor or Administrator, which are final and binding in all matters related to the Promotion. To win the prize, you must comply with all facets of these Official Rules and all decisions by Sponsor or Administrator.
- **2. ELIGIBILITY:** The Promotion is open to individuals who (i) agree to these Official Rules, and (ii) are legal residents of the United States residing within Seventy-Five (75) miles of the Chicago, Illinois city limits (the "**Eligibility Area**"). To enter, you must also be at least 21 years old or the age of majority in your jurisdiction, whichever is greater. Do not enter the Promotion if your place of residence, age or any other rule or law prohibits or restricts you from entering or participating in the Promotion, or prohibits, restricts or limits the award of the prize. You must be able to accept the award of the prize without rules or restrictions imposed by the jurisdiction in which you live. Employees, agents, officers, directors, members, managers and owners of Sponsor, Administrator, the National Hockey League and its Member Teams, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, and each of their respective parents, affiliates, subsidiaries, owners, members, directors, managers, officers, agents, employees, judges, advertising and promotion agencies, prize providers and anyone involved in the development or execution of the Promotion (collectively, the "**Promotion Entities**"), as well as their immediate family (spouse, parents,

siblings, and children and their respective spouses, regardless of where they live) and household members, whether or not related, are not eligible. All federal, state and local laws, rules and regulations apply. Entrants and Entries, as defined in Section 4, are subject to all local rules. Void outside of the Eligibility Area and where prohibited or restricted by law and where bonding, registration or other requirements would be required but have not yet been met or where the methods of entry set forth below would be deemed consideration.

By entering, each entrant understands and agrees that, if selected as the Potential Winner, as defined in Section 5, he/she may be required to consent to a background check, a photography release, and/or an Affidavit of Eligibility/Release and of Liability/Publicity Release; and, failure to sign such consents and authorizations and/or to furnish all required information as outlined in Section 7 will result in disqualification. Further, Sponsor reserves the right in its sole discretion, to disqualify the Potential Winner if the results of such background check reveal that the Potential Winner is not eligible to participate in the Promotion or has been convicted of a felony or a crime of moral turpitude, as determined by Sponsor in its sole discretion.

- **3. PROMOTION PERIOD**: The Promotion begins on March 28, 2025 at 11:59:59 am Central Time ("CT") and ends on April 10, 2025 at 11:59:59 pm CT (the "**Promotion Period**"). Administrator's server and computer clock is the official time-keeping device. Results of the Promotion are not official until Administrator or a duly authorized representative expressly announces the final results and verifies the Official Winner, as defined in Section 5.
- **4. HOW TO ENTER AND WIN:** During the Promotion Period, entrants can enter the Promotion by navigating to https://blackhawks.tbits.me/tb_app/519724 and completely filling out the entry form therein (an "Entry").

Each Entry is subject to verification of eligibility before a prize can be awarded. For example, if your birthdate or address does not meet eligibility requirements, your Entry is automatically void. Those who do not provide the required information if contacted by Administrator or abide by these Official Rules or other instructions of Sponsor or Administrator may be disqualified at Sponsor's sole and absolute discretion. All Entries that are late or otherwise not in compliance with these Official Rules may be disqualified from the Promotion at Sponsor's sole and absolute discretion.

If a dispute arises as to the identity of any entrant, the Entry will be deemed submitted by the account holder of the e-mail account from which it was posted but only if such person is otherwise eligible. The "account holder" is the person assigned an email address or username by the entity responsible for assigning it (e.g., Google). Potential Winner (defined below) may be required to show proof of being the registered account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the Entry will be deemed ineligible.

THERE IS A LIMIT OF ONE (1) ENTRY PERMITTED PER PERSON DURING THE PROMOTION PERIOD.

5. SELECTION OF OFFICIAL WINNER AND ODDS OF WINNING: Administrator will randomly select one (1) winner during the Promotion Period. The selected entrant is a Potential Winner ("**Potential Winner**"), and he/she/they will be notified by Administrator by e-mail on or around one (1) business day after the Promotion Period has ended. If Potential Winner

fails to respond within 48 hours of first contact, an alternate entrant may be selected in his/her/their place at random from all eligible Entries received. The Potential Winner must then be verified by Sponsor as eligible to participate and win to be declared the official winner ("Official Winner"). Odds of winning a prize depend on the number of eligible Entries received.

6. **PRIZE:** The Official Winner will receive (i) four (4) tickets to the Chicago Blackhawks' home game taking place on April 12, 2025, and (ii) four (4) Nexen Tire brand tires (collectively, the "**Grand Prize**"). The Approximate Retail Value ("**ARV**") of the tickets are \$739.20, and the ARV of the tires will not exceed \$2,000. Expiration to claim tires is December 31, 2025. The Official Winner is responsible for mounting and installation costs. Sponsor is responsible for shipping costs of the tires. The credit for the tires may not be used for any other purchase(s) other than tires. The total ARV of the Grand Prize is \$2,739.20.

The aforementioned prize is subject to the following restrictions and limitations:

All prize details are subject to change and in the sole discretion of Sponsor, and if Sponsor is unable to provide the Official Winner with his/her/their prizes, Sponsor may elect to provide the Official Winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All unclaimed prizes or unused portion of the prize will be forfeited in their entirety. Official Winner is required to provide Administrator with his/her/their name, residential addresses, telephone number, email address and social security number, and must present valid government-issued photo ID (such as license or passport) upon request. All prizes will be awarded (assuming a sufficient number of eligible Entries) subject to the rules herein. Sponsor reserves right to substitute prizes of equal, greater or different value; no exchanges, returns, resale, substitution, transfer or otherwise of prizes permitted by Official Winner. All other pertinent details are to be released to the Official Winner only after verification has been completed.

ALL COSTS NOT EXPRESSLY STATED HEREIN, INCLUDING, BUT NOT LIMITED TO, TRANSPORTATION, MEALS, FEES, PERSONAL CHARGES, GRATUITIES AND TAXES ARE THE OFFICIAL WINNER'S SOLE RESPONSIBILITY.

Official Winner must show a valid government issued photo ID to collect all prizes.

All prize(s) are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Official Winner may not return, exchange, substitute, redeem for cash, transfer, auction or sell his/her/their prize. Sponsor and Administrator are not responsible for damage during shipping (if any), prize utility, quality or otherwise. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Official Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, are used. Winners are advised to seek advice from their own legal or tax professionals regarding the tax implications of accepting a prize.

7. VERIFICATION OF OFFICIAL WINNER AND DELIVERY OF PRIZE: The Potential Winner will be notified by email or "direct message" on or around one (1) business day after the Promotion has ended by Administrator. Potential Winner will be notified only at the email

address provided in the Entry. The Potential Winner is not a winner of any prize unless and until his/her/their eligibility to participate and win has been verified and he/she/they has received notice from Administrator that he/she/they is the Official Winner of the prize. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Potential Winner may be required to provide Sponsor and/or Administrator with his/her/their name, residential address, telephone number, email address, social security number and valid photo ID. Neither Sponsor, nor Administrator will accept screen shots or other evidence of winning in lieu of its validation process. Potential Winner may be required to sign a non-disclosure agreement and an affidavit of eligibility/liability release (which affirms that he/she has complied with these Official Rules), Form W-9 or IRS Form 1099 and a publicity release (where permitted by law), all of which, if issued, must be completed, signed, notarized and returned within two (2) business days from date of issuance or the prize will be forfeited and may be awarded to an alternate winner. If the Potential Winner refuses to provide his/her Social Security Number for such prize within two (2) business days after request is made for the same, said Potential Winner will be disqualified. If the prize is declined, the prize or prize notification is returned as undeliverable, or in the event of noncompliance with these Official Rules and the requirements herein, the prize will be forfeited in Sponsor's sole discretion. If Potential Winner forfeits a prize, Administrator will select a new Potential Winner, time permitting. Additional paperwork, releases, background checks or screenings, to the extent allowed by law, may also be required before a prize can be awarded.

RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS: All federal, state and local laws, rules and regulations apply. Entrants and Entries are subject to all local rules. Void outside of the Eligibility Area and where prohibited by law. The Promotion Entities are not responsible for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected Entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or otherwise. Further, the Promotion Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an entrant's email account to receive messages or insufficient space on entrant's computer or telephone device. The use of automated software or computer programs to register or to enter the Promotion is prohibited, and any individual who uses or attempts to use such methods to register or to enter will be disqualified. The Promotion Entities disclaim any liability for damage to any computer or telephone system resulting from participation in, or accessing or downloading information in connection with, the Promotion, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion or any promotions should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. If any such cancellation, termination or suspension occurs, a notice will be posted and, if a winner can be selected among all eligible, non-suspect Entries received prior to such time, a winner will be selected. Sponsor reserves the right to disqualify any entrant (and his/her/their Entry) from the Promotion, any other promotions conducted now or in the future by Sponsor or any of their affiliates if he/she/they tampers with the entry process or if his/her/their fraud or misconduct affects the integrity of the Promotion or if he/she/they engages in any inappropriate or unacceptable behavior in connection with the Promotion. Sponsor reserves the right to correct clerical or typographical errors in

promotional materials. By participating in the Promotion, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and/or Administrator, warrants that he/she/they is eligible to participate in the Promotion and agrees to release, discharge, hold harmless and indemnify the Promotion Entities, United Center Joint Venture, and each of their respective parents, subsidiaries, affiliates, directors, officers, partners, equity holders, shareholders, members, employees, agents and representatives and all others associated with the manufacture, distribution, development and execution of this Promotion and prizes (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Promotion or Entries that are ineligible. By accepting the prize, Official Winner agrees to release the Released Parties from any and all liability, loss or damages arising from, or in connection with, the awarding, receipt and/or use or misuse of a prize or participation in any prize-related activity. All Promotion participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply in order to participate in the Promotion and accept any prize. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RELEASED PARTIES WILL NOT BE RESPONSIBLE, OR OTHERWISE LIABLE, FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED TO THE PROMOTION, INCLUDING ANY DOWNLOADING, OR PRINTING MATERIAL, FROM ANY WEBSITE ASSOCIATED WITH THIS PROMOTION. OFFICIAL WINNER AGREES THAT ALL PRIZES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREAFTER ENACTED, RELATING TO ANY USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENTAL ENTITY OR AUTHORITY.

9. <u>ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:</u>

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

(a) <u>Agreement to Arbitrate</u>: This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you, Administrator and Sponsor, whether arising out of, or relating to, these Official Rules, the Promotion, your participation in the Promotion, the prize, acceptance, possession, use or misuse of any prize, advertising or any aspect of the relationship between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms

of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You expressly agree that, by participating in this Promotion, you, Administrator and Sponsor are each waiving the right to a trial by jury or to participate in any class action claim or lawsuit. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act will govern the interpretation and enforcement of this Arbitration Agreement.

- (b) Prohibition of Class and Representative Actions and Non-Individualized Relief: YOU, ADMINISTRATOR AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH, YOU, ADMINISTRATOR AND SPONSOR, AS APPLICABLE, OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).
- (c) <u>Pre-Arbitration Dispute Resolution</u>: Sponsor and Administrator are always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing Administrator's support team at <u>generalcounsel@blackhawks.com</u>. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (the "Notice"). The Notice to Sponsor and/or Administrator should be sent to Chicago Blackhawk Hockey Team, Inc., 1901 West Madison Street, Chicago, Illinois 60612, Attention: General Counsel. The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor, Administrator and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you, Administrator or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor, Administrator or you may not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you, Administrator or Sponsor are entitled.
- (d) <u>Arbitration Procedures</u>: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, http://www.adr.org. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official

Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor, Administrator and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Sponsor and Administrator agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient in detail to explain the essential findings and conclusions upon which the award is based.

- (e) <u>Costs of Arbitration</u>: Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. For the avoidance of doubt, no attorneys fees will be awarded or recovered for a dispute arising out of this Promotion.
- (f) <u>Confidentiality</u>: All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- (g) <u>Severability</u>: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void. The remainder of these Official Rules will continue to apply.
- (h) <u>Conflict</u>: If any conflict arises between any term or condition in this Section 9 and any term or condition in the Official Rules, then the applicable term or condition in this Section 9 will apply.
- 10. ENTRANT'S PERSONAL INFORMATION: By entering the Promotion, you consent to the collection, use and disclosure of your personal information for the purpose of administering the Promotion and prize fulfillment. Specifically, and except where prohibited, participation in the Promotion constitutes the consent of the Official Winner for Sponsor's and/or Administrator's, and their respective agents' use of Official Winner's and any guest's name, likeness, photograph, voice, opinions and/or hometown and state for advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law), and

Official Winner's and guest's further agreement to execute any specific consent needed or requested by Sponsor or Administrator or their respective designees in furtherance of such use. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Promotion; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. To the full extent permitted by law, the name, address (city and state), image and biographical information of Official Winner and his/her guest may be used by Sponsor and Administrator for promotional purposes and a published Official Winner list. You may be required to sign a document to this effect. All personal information collected from entrants is subject to the terms of these Official Rules; and the Chicago Blackhawks' Privacy Policy located at http://www.nhl.com/blackhawks/info/privacy-policy.

- 11. WINNERS LIST: For the name of the Official Winners, send a self-addressed, stamped envelope to Chicago Blackhawks, Corporate Marketing, United Center, 1901 West Madison St., Chicago, IL 60612 within thirty (30) days after the last day of the Promotion Period.
- **12. NOTICE**: Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.
- 13. GOVERNING LAW AND JURISDICTION: This Promotion is subject to all applicable federal, state, and local laws and regulations. By entering the Promotion, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of Sponsor and/or Administrator in connection with the Promotion, will be governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any choice of law or conflict of law principles or rules.