## Official Rules

## DTE Energy-Red Wings "Sweepstakes" Contest, 2023

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

- 1. Eligibility: DTE ENERGY RED WINGS "Sweepstakes" CONTEST (the "Sweepstakes") is open only to legal residents of Michigan who are at least eighteen (18) years old at the time of entry. Employees of Olympia Entertainment, Inc., Olympia Entertainment Events Center, LLC, Detroit Red Wings, Inc., DTE Energy, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such entity are not eligible. Subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Sponsor: DTE Energy, One Energy Plaza, Detroit, MI 48226-1221
- 3. **Timing:** The Sweepstakes begins on Sunday, October 29, 2023 and ends Friday November 17, 2023 at 11:59 P.M. FST.
- 4. How to Enter: Go to: https://www.nhl.com/redwings/fans/warmth-with-wings-etw

To answer questions\*, fill out the entry form and then submit. Limit one (1) entry per person. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different, identities, registrations or any other methods will void that entrant's entries and that entrant will be disqualified.

If you are unable to enter via the Internet or don't wish to participate but would still like to be included in the drawing provide your name, address, phone number and email address and mail to: DTE Energy "Sweepstakes" Contest; One Energy Plaza, 926 GO; Detroit, MI 48226-1279.

\*answering the question is optional

5. **Drawings:** Sponsor will conduct six (6) random drawings among qualified entrants to select the six (6) winners. Electronic entries must be received by Monday, November 17, 2023 at 12:00 P.M. EST. Mail-in entries must be postmarked by Friday, November 17, 2023 and must be received by 11/20/23. The drawings will take place by Tuesday, November 21, 2023. Odds of being a winner will depend upon the total number of entries received at the time of the drawing.

## 6. Prizes:

One (1) randomly selected winner will receive the following Grand Prize to attend a Detroit Red Wings regular season home game during the 2023-24 season:

• Four (4) suite tickets. Value \$400

Five (5) randomly selected winners will receive the following 2<sup>nd</sup> Place prize to view a Detroit Red Wings regular season home game during the 2023-24 season:

Two (2) suite tickets Value \$200

The retail value or actual value of the prizes will not be awarded. The Sponsor reserves the right to substitute a prize with another prize of greater or equal value in the event that the prize is unavailable due to any factor beyond the Sponsor's reasonable control. Transportation to and from the game and parking is not included. Sponsor is not responsible if any game is postponed or canceled and winner accepts the prize subject to all conditions printed on the admission ticket.

- 7. **Release:** By accepting any prize, each winner agrees to release and hold harmless Sponsor, Olympia Entertainment, Inc., Olympia Entertainment Events Center, LLC, Detroit Red Wings Inc., the National Hockey League and its Member Clubs, DTE Energy, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (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, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- 8. **Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 9. **General Conditions:** Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, technical failures, illicit activity, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 Sweepstakes or to be acting in violation of these Official Rules or those of any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt 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 of these Official Rules shall not constitute a waiver of that provision.
- 10. **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) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail:

or (6) 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. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded.

11. **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 Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to 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 Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Winners List: For the names of winners, available after Monday, November 23, 2023 visit:

https://www.nhl.com/redwings/fans/warmth-with-wings-etw

13. **Official Rules:** For a copy of the Official Rules, please send a self-addressed, stamped envelope to DTE Energy, Attn: DTE Energy Detroit Red Wings "Warmth with Wings" Contest Official Rules, One Energy Plaza – 926 GO, Detroit, MI 48226. Official entry form may be found at: <a href="https://www.nhl.com/redwings/fans/warmth-with-wings-etw">https://www.nhl.com/redwings/fans/warmth-with-wings-etw</a>