

**2024-2025 “WHO’S YOUR CAPTAIN?” PRESENTED BY CAPTAIN MORGAN  
CONTEST  
OFFICIAL RULES**

**THIS PROMOTION IS SUBJECT TO SPECIFIC RESTRICTIONS, QUALIFICATIONS, AND CONDITIONS, WHICH ARE DESCRIBED IN THESE OFFICIAL CONTEST RULES. DO NOT ENTER THIS CONTEST IF YOU DO NOT MEET THE ELIGIBILITY REQUIREMENTS BELOW AT THE TIME OF ENTRY. CONTEST IS VALID ONLY WITHIN 75 MILES OF THE CHICAGO, ILLINOIS CITY LIMITS AND IS VOID ELSEWHERE AND 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 “2024-2025 “Who’s Your Captain?” Presented by Captain Morgan Contest” promotion (hereinafter, the “**Promotion**”) is a contest sponsored by Diageo Americas, Inc. (“**Sponsor**”), and administered by Chicago Blackhawks Hockey Team, Inc. (“**Administrator**”). Sponsor is responsible for providing the prize for the Promotion, with Administrator being responsible for all other facets of 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. 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, or if you were a winner of the Promotion in a previous NHL season. 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. In addition, employees of alcohol beverage suppliers, importers, wholesalers, distributors and retailers 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 their 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 October 8, 2024 at 11:59:59 am Central Time (“CT”) and ends on March 20, 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 Sponsor/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:** To enter, an entrant must hand write (in print) or type in English (i) an original statement identifying and describing their favorite captain, current or former, from any adult hockey league and mail to “2024-2025 Blackhawks Who’s Your Captain Contest” at 1901 W Madison Street, Chicago, IL 60612, postmarked during the Promotion Period and received no later than March 20, 2025 (be sure to include your name, date of birth, city/state zip code of residence and e-mail address along with the statement\*\*); or (ii) scanning the in arena QR code at a Chicago Blackhawks home game with a compatible mobile device† and navigating to [https://blackhawks.tbts.me/tb\\_app/510481](https://blackhawks.tbts.me/tb_app/510481) and completely filling out the entry form therein including your original statement (each, an **“Entry”**). The entrant him/her/themselves may be the captain from an adult hockey league. Statement cannot exceed 1,000 words. No groups, clubs or organizations may participate in this offer or reproduce or distribute any portion of these Official Rules or entry forms to their members.

\*\*Even if participating in the Promotion via mail, a valid e-mail address is required.

†Entrant understands and agrees that he/she/they will be solely responsible for any and all charges imposed by wireless carrier in conjunction with participation in the Promotion.

Each Entry is subject to verification of eligibility before the prize can be awarded. For example, if your birthdate or address does not meet eligibility requirements, your Entry is automatically void; or, if you do not identify a captain from an adult hockey league, 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 (or Entry submitted by mail, the account holder of the e-mail account included in the Entry) 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.

Entrant represents and warrant that the statement portion of their Entry is their sole, original work and that it does not infringe upon the rights of any other party, including but not limited to any intellectual property, trade secret or other proprietary rights of any other party. Statement must not (a) reference consuming alcoholic beverages; (b) reference persons conducting themselves in an inappropriate manner; (c) contain material that would state or imply that the consumption of alcoholic beverages is acceptable before or while operating machinery, driving a vehicle or undertaking any other activity that requires a high degree of alertness or physical coordination; (d) contain any material that would degrade or demean the human form, image or status of women, men or the members of any group based on race, religion, ethnic background, country of origin, sexual orientation or any other minority status; (e) include a reference to any person who is or may be under 21 years of age (including the captain from an adult hockey league). In addition, statement must be relevant to the Contest theme of identifying and describing a captain from an adult hockey league. Obscene, provocative, lewd or otherwise objectionable content or that which reflects poorly on CAPTAIN MORGAN Original Spiced Rum or the Chicago Blackhawks ice hockey club is prohibited and will not result in entry in the Promotion.

**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) entrant from all eligible Entries received during the Promotion Period. (While the Entry must include a statement identifying and describing a captain from an adult hockey league, the content of the statement will not be taken into account in the winner selection procedure, provided that it is in compliance with these Official Rules.) The selected entrant is a Potential Winner ("**Potential Winner**"), and he/she/they will be notified by Administrator by e-mail on or around March 21, 2025. If Potential Winner fails to respond within 48 hours of first contact, an alternate entrant may be selected in their place at random from all eligible Entries received. The Potential Winner must then be verified by Sponsor and Administrator as eligible to participate and win to be declared the official winner ("**Official Winner**"). Odds of winning the prize depend on the number of eligible Entries received.

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**6. PRIZE:** One (1) Official Winner, as defined in Section 5, will receive one (1) 20-person suite to the Chicago Blackhawks home game on Saturday, April 12, 2025 vs. Winnipeg Jets at 6:00 p.m. CT with standard food and non-alcohol beverage (the “Suite”). ALCOHOL IS NOT PART OF THE PRIZE.

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

**Suite is only available for the indicated Chicago Blackhawks home game. If Potential Winner cannot attend the indicated Chicago Blackhawks home game on April 12, 2025 for any reason, the Prize will be forfeited without compensation and an alternate Potential Winner may be selected in their place.**

Each guest of Official Winner must be 21 years of age or older and must sign and return a liability release and a publicity release (where permitted by law) prior to the April 12, 2025 Chicago Blackhawks home game. The captain from an adult hockey league (if someone other than entrant him/her/themselves) need not be one of the Official Winner’s guests.

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 their prize, 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. If the prize is unclaimed, it will be forfeited in its entirety. Official Winner is required to provide Administrator with their name, residential address, telephone number, email address and social security number, and must present valid government-issued photo ID (such as license or passport) upon request. Sponsor reserves right to substitute prize of equal, greater or different value; no exchanges, returns, resale, substitution, transfer or otherwise of prize permitted by Official Winner. All other pertinent details are to be released to the Official Winner only after verification has been completed.

The Approximate Retail Value (“ARV”) of the Suite is \$12,000.00. Administrator and/or Sponsor reserve the right to substitute the Prize with another of equal or greater value. No substitution or transfer of prize is permitted by an Official Winner.

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

If Official Winner attends the designated Chicago Blackhawks home game without the full complement of twenty (20) guests, the Prize will be modified to take into account the actual number of guests accompanying Official Winner to the designated Chicago Blackhawks home game and no substitute prize or compensation will be awarded in conjunction therewith.

Access to Suite at indicated Chicago Blackhawks home game is not intended for use by anyone other than Official Winner and their guests including but not limited to provision to another via re-sale, exchange or barter. Location of Suite will be determined by Sponsor in its sole discretion. The terms and conditions of suite access tickets awarded will govern in the event the indicated Chicago Blackhawks home game cannot be played due to civil unrest, police action or any other *force majeure*. Official Winner and their guests agree to comply with all applicable regulations in

connection with acceptance and use of the Prize, including Administrator's code of conduct, venue regulations and all applicable laws designed to prevent the spread of COVID-19/Coronavirus.

Official Winner must show a valid government issued photo ID to collect the prize. The prize is 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 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 prize they receive, regardless of whether it, in whole or in part, is used. Official Winner is advised to seek advice from their own legal or tax professionals regarding the tax implications of accepting the prize.

**7. VERIFICATION OF OFFICIAL WINNER AND DELIVERY OF PRIZE:** The Potential Winner will be notified by email on or around March 21, 2025 by Administrator. Potential Winner will be notified only at the email address provided in the Entry. The Potential Winner is not the winner of the prize unless and until 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 will be required to provide Sponsor and/or Administrator with 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 will be required to sign a non-disclosure agreement and an affidavit of eligibility/liability release (which affirms that he/she/they 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, time permitting. 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 the 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 the prize can be awarded.

**8. 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, illegible, garbled, incomplete, mistyped, misaddressed or misdirected Entries, emails, mail or communications; postage due mail; 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, any irregularity or defect in the operation of QR Code functionality 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, mobile device 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 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 at <https://www.nhl.com/blackhawks/> and in the Chicago Blackhawks home arena and, if the winner can be selected among all eligible, non-suspect Entries received prior to such time, the winner will be selected. Sponsor reserves the right to disqualify any Entrant (and 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 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 the prize (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 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 the 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 THE PRIZE IS 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. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

(a) Agreement to Arbitrate: 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 the 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) Pre-Arbitration Dispute Resolution: 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 [generalcounsel@blackhawks.com](mailto:generalcounsel@blackhawks.com). 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 Blackhawks 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) Arbitration Procedures: 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](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) Costs of Arbitration: Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

(f) Confidentiality: 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) Severability: 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) are 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) Conflict: 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 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 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 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. WINNER'S LIST:** For the name of the Official Winner, 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 and Administrator each reserve 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.

CAPTAIN MORGAN Original Spiced Rum. Premium Caribbean Rum With Vanilla, Spice And

Other Natural Flavors. 35% Alc/Vol. Captain Morgan Rum Co., New York, NY.

DRINK RESPONSIBLY! CAPTAIN'S ORDERS!

