

Built Ford Tough Military Tribute Contest
Terms & Conditions

NO PURCHASE NECESSARY TO PARTICIPATE, TO ENTER OR TO WIN. PARTICIPATION (ENTRY OR ACCEPTANCE OF A PRIZE OR GRAND PRIZE, EACH AS DEFINED BELOW) IN THE CONTEST CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS. INDIVIDUALS WHO SUBMIT AN ENTRY ARE SOMETIMES REFERRED TO HEREIN AS AN “ENTRANT.”

1. **CONTEST PERIOD:** Contest begins at 9:00 AM Eastern Standard Time (ET) on November 11, 2023 and ends at 11:59 PM ET on February 26, 2024 (the "Contest Period").

2. **ELIGIBILITY:** Contest is open only to individuals who are at least eighteen (18) years of age and residents of New York, New Jersey, or Connecticut (“Entrants”). Each Hero (as defined below) must also be at least eighteen (18) years of age and a resident of New York, New Jersey, or Connecticut. Void where prohibited by law. Employees of New York Islanders Hockey Club, L.P. (“Islanders”), Tri State & Upstate FDAF, Inc. (“Ford”), their affiliates, and the immediate families and household members of each are not eligible to enter or win.

3. **CONTEST DESCRIPTION:** Entrants shall submit a nomination of one (1) military veteran (“Hero”) that describes how their nominee has demonstrated leadership, courage, integrity, and dedication to their community and country (the “Nomination”).

4. **HOW TO ENTER:** Entrants shall submit their Nomination by completing the entry form (“Entry Form”) on newyorkislanders.com/fordtribute (the “Website”) during the Contest Period. The Entry Form must include (i) the Entrant’s name, phone number, and physical address; (ii) their Hero’s name, phone number, and physical address; and (iii) the Nomination. Limit one (1) entry per person. The Islanders reserve the right to verify eligibility of all Entrants. The Entrants agree the Islanders may contact the Entrant and/or Hero in connection to this contest. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the entry is submitted. By submitting any entry, you agree to be bound by these Terms & Conditions. The Islanders reserve the right to withdraw, terminate or modify the contest at any time without prior notice.

5. **WINNER SELECTION & NOTIFICATION:**

a) **Finalists:** The Heroes of five (5) Entrants that properly completed all necessary steps will be chosen as finalists (“Finalist(s)”) based on merit by an internal Islanders panel who will apply the Criteria (as defined below). The Finalists will be selected on March 4, 2024. The Entrants who submitted each Finalist will be contacted by email and/or phone and must respond to the Islanders within forty-eight (48) hours of such attempted notification. Each Finalist will advance to the next stage to be considered for the Grand Prize (as defined below). The determinations of the panel will be final. If a Finalist is unavailable and/or does not respond within forty-eight (48) hours, the panel will select another Finalist to replace them.

b) **Winner:** The Finalists will be shared with a panel at Ford. One (1) winning Finalist will be determined by the panel on March 11, 2024 based on merit applying the Criteria (as defined below) (the “Winner”). The Winner will be announced at an Islanders home game at UBS Arena on a date to be determined in the Islanders sole discretion. For the avoidance of doubt, the “Winner” shall be a Hero nominated by an Entrant, not the Entrant. The

determination by the panel will be final. If the Winner is unavailable and/or does not respond within forty-eight (48) hours of attempted notification, the panel will select another Finalist to replace them as the Winner.

- c) Criteria: The five (5) Finalists and one (1) Winner will be chosen based on merit. The panels, as described above, shall apply the following four (4) criteria in evaluating the Nominations; each criterion shall be weighted equally:
- leadership;
 - courage;
 - integrity; and
 - dedication to community and country.

6. PRIZES:

- a) Each of the four (4) Finalists who do not win the Grand Prize will receive a package of Ford-branded merchandise and Islanders-branded merchandise (each, a “Prize”). The approximate retail value (“ARV”) of the Prize is Three Hundred and Fifty Dollars (\$350.00) (i.e., One Thousand Four Hundred Dollars (\$1,400.00) in total for all four (4)). For the avoidance of doubt, the Prizes shall be awarded to the Heroes nominated by the Entrants, not the Entrants.
- b) One (1) Winner will receive: (i) one (1) Ford vehicle (ARV: Forty Thousand Dollars (\$40,000.00)); and (ii) a package of Ford-branded merchandise and Islanders-branded merchandise (ARV: One Thousand Dollars (\$1,000.00)) (collectively, the “Grand Prize”). For the avoidance of doubt, the total ARV of the Grand Prize shall be Thirty-Six Thousand Dollars (\$41,000.00).

7. **PRIZE RESTRICTIONS**: No portion of the Prizes or Grand Prize may be transferred, redeemed for cash or substituted, except by the Islanders (in its sole discretion), which reserves the right to substitute any portion of the Prize or Grand Prize with a prize of equal or greater value for any reason, including, without limitation, Prize or Grand Prize unavailability. All expenses not specifically identified as included in the Prize are the sole responsibility of the Finalists and Winner, respectively. The Prize, Grand Prize, and all elements thereof, are subject to availability. The Prize and Grand Prize 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). Acceptance, participation in and/or use of the Prize and/or Grand Prize is at the Finalists’ and/or Winner’s sole risk and the Islanders and/or Tri State & Upstate FDAF, Inc. are not responsible for any damages whatsoever including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of a Prize and/or Grand Prize.

The Finalists and Winner will be solely responsible for all federal, state and local taxes and fees and other expenses associated with his/her Prize or Grand Prize receipt and/or use. The Finalists and/or Winner may be required to provide a tax identification number and award of the Prize or Grand Prize may be contingent upon the provision of a tax identification number. The Finalists and/or Winner may be issued a 1099 tax form for the ARV of the Prize or Grand Prize. Failure to take or complete any portion of the Prize or Grand Prize does not relieve the Finalists or Winner of his/her tax obligations associated with winning the Prize.

8. **PUBLICITY/PRIVACY POLICY/COPYRIGHT**: Except where prohibited by law, each Entrant, Finalist, and the Winner’s entry or acceptance of the Prize or Grand Prize constitutes each Entrant’s, Finalist’s, and Winner’s irrevocable, sub-licensable, absolute right and permission for the Islanders and/or Ford to use, publish, post or display said Entrant, Finalist, or Winner’s name, photograph, video, likeness, statements, biographical information, voice, city and state address, information, any quotes attributable to

him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Islanders' and/or Ford's sole discretion) for any purpose, including but not limited to advertising, trade, promotional and publicity purposes on a worldwide basis, and in all forms of media now known or hereafter devised, in perpetuity, without further authorization, opportunity to review, approval, notification, or compensation of any kind and each Entrant, Finalist, and Winner releases the Islanders and Ford from any and all liability related thereto. In order to participate in the contest, Entrants will be required to supply certain information about themselves and their Hero on the Website. The Islanders have specified on the Website which information is mandatory in order to participate in the contest. This information will be used by the Islanders for the purposes of administering the contest. The personal information will be collected, processed and used in accordance with the Islanders' privacy policy. The Islanders' privacy policy can be found at <https://www.nhl.com/islanders/team/privacy-policy>.

The Islanders shall own, and Entrants, Finalists, and Winner hereby assign, transfer, and convey to the Islanders, all entries and any and all of the rights, title, and interest in and to all entries, including any and all of copyright rights in the entries, and renewal or extension rights thereto, and any registrations therefore or thereof, and any and all rights to sue in connection with the entries accruing or arising in the past, present, or future, including, among others, the right to sue for past infringement, to the Islanders for the Islanders' own use and enjoyment and for the use and enjoyment of Islanders' successors, assigns, and legal representatives. Only the Islanders shall have the right to register or file for registration of the copyright, patent, trademark, trade secret, or other rights or interest in or to the Entries, which the Islanders may do in its name or any other name. The Entrants, Finalist, or Winner shall execute all documents, patent applications, copyright applications, and arrangements necessary to further document the Islanders ownership or Finalist's assignment, transfer, and conveyance of rights and to take whatever other steps may be needed to give the Islanders the full benefit of the rights and interests contemplated hereunder.

9. THE ENTRANTS, FINALISTS, AND WINNER RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS NEW YORK ISLANDERS HOCKEY CLUB, L.P., ISLANDERS CHILDREN'S FOUNDATION, NEW YORK ARENA PARTNERS, LLC, NEW YORK COMMON AREA PARTNERS, LLC, THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION D/B/A EMPIRE STATE DEVELOPMENT, THE NHL ENTITIES (AS DEFINED BELOW), TRI STATE & UPSTATE FDAF, INC., FORD MOTOR COMPANY, AND THEIR RESPECTIVE MANAGERS, EQUITY HOLDERS, MEMBERS, PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS AND ADVERTISING AND PROMOTION AGENCIES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (COLLECTIVELY, "RELEASED PARTIES") 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 ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR GRAND PRIZE, ANY PORTION THEREOF OR PARTICIPATION IN ANY CONTEST RELATED ACTIVITY OR PARTICIPATION IN THIS CONTEST. "NHL ENTITIES" MEANS THE NHL, ITS MEMBER CLUBS, NHL ENTERPRISES, L.P., NHL ENTERPRISES CANADA, L.P., NHL ENTERPRISES B.V., NHL INTERACTIVE CYBERENTERPRISES, LLC, ANY ENTITY THAT MAY BE FORMED BY THE NHL MEMBER CLUBS, AND EACH OF THEIR RESPECTIVE AFFILIATES AND SUBSIDIARIES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED TO THE CONTEST, INCLUDING ANY ACCESS TO OR USE OF THE WEBSITE OR ANY DOWNLOADING FROM OR PRINTING MATERIAL FROM THE WEBSITE. EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF

ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY.

10. **DISPUTES:** Except where prohibited, as a condition of participating in this contest, each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this contest or any Prize or Grand Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal court located in the State of New York; (ii) any and all claims, judgments and awards on behalf of Entrant, Finalist, or Winner shall be limited to actual out-of-pocket costs incurred, if any, but in no event attorneys' fees, and in no event to exceed two hundred fifty dollars (\$250); and (iii) under no circumstances will Entrant, Finalist, or Winner be permitted to obtain awards for, and each 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; and (iv) this contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of New York without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of any other state's laws.

11. **REPRESENTATION:** Each Entrant represents and warrants that Entrant has received the necessary permissions and authority from the Hero nominated to: (a) nominate such Hero; (b) grant all rights, permissions, and releases contemplated herein on behalf of Entrant's nominated Hero, including, but not limited to, those set forth in Sections 4, 8, and 9; and (c) share all information provided on the Entry Form (including, but not limited to, the Hero's full name, email address, phone number, physical address, and description) with the Islanders and Ford for all purposes contemplated herein or otherwise.

12. **MISCELLANEOUS:** The Islanders are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the contest or by any human error which may occur in the processing of the entries in the contest or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the contest. The Islanders reserve the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the contest; violates the Terms and Conditions; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the contest may be a violation of criminal and civil law, and, should such an attempt be made, the Islanders reserve the right to seek damages from any such person to the fullest extent permitted by law. The Islanders' failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. For a copy of the names of the Finalists and Winner, send a postage paid, self-addressed envelope to New York Islanders Hockey Club, L.P., 15 Verbena Avenue, Floral Park, New York 11001, Attn: Built Ford Tough Military Tribute Contest. Requests must be received within thirty (30) days Contest Period.

13. **SPONSOR:** New York Islanders Hockey Club, L.P., 15 Verbena Avenue, Floral Park, New York 11001.