

Arizona Coyotes SMS Sweepstakes

OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN.

YOU MUST BE 18 YEARS OF AGE OR OLDER TO ENTER.

1. **ELIGIBILITY:** The Arizona Coyotes SMS Sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States who are 18 years of age or older. Entrants must be located in one of the fifty (50) United States or the District of Columbia to be eligible. Employees, agents, officers, directors, members, managers, and owners of the IceArizona Hockey Co, LLC d/b/a Arizona Coyotes (the “Coyotes”), IceArizona Holdings LLC, IceArizona AHL Co LLC, the Arizona Coyotes Foundation, the National Hockey League (the “NHL”) and its member clubs, and each of their respective parents, subsidiaries, affiliates, owners, members, directors, managers, officers, employees and their advertising agencies, promotional partners and prize providers associated with this Sweepstakes (each a “Promotion Entity” and collectively the “Promotion Entities”), and their immediate family members (spouses, domestic partners, parents, legal guardians, grandparents, grandchildren, siblings, children and “step” of each) and those individuals living in their same household are not eligible to enter or win. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

2. **SPONSOR:** The Sweepstakes is sponsored by the Coyotes (together with its affiliates, the “Sponsor”).

3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of these official rules (“Official Rules”) and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. **ENTRY PERIODS:** The entry periods for the Sweepstakes are as follows (collectively, the “Entry Periods”):

Entry Period	Start Date	Start Time (MT)	End Date	End Time (MT)
First	December 7, 2023	12:01 a.m.	December 13, 2023	11:59 p.m.
Second	December 14, 2023	12:01 a.m.	December 20, 2023	11:59 p.m.
Third	December 21, 2023	12:01 a.m.	December 27, 2023	11:59 p.m.
Fourth	December 28, 2023	12:01 a.m.	January 3, 2024	11:59 p.m.
Fifth	January 4, 2024	12:01 a.m.	January 10, 2024	11:59 p.m.
Sixth	January 11, 2024	12:01 a.m.	January 17, 2024	11:59 p.m.
Seventh	January 18, 2024	12:01 a.m.	January 24, 2024	11:59 p.m.
Eighth	January 25, 2024	12:01 a.m.	January 31, 2024	11:59 p.m.
Ninth	February 1, 2024	12:01 a.m.	February 7, 2024	11: 59 pm.
Tenth	February 8, 2024	12:01 a.m.	February 14, 2024	11: 59 pm.
Eleventh	February 15, 2024	12:01 a.m.	February 21, 2024	11: 59 pm.

Twelfth	February 22, 2024	12:01 a.m.	February 28, 2024	11: 59 pm.
Thirteenth	February 29, 2024	12:01 a.m.	March 6, 2024	11:59 p.m.
Fourteenth	March 7, 2024	12:01 a.m.	March 13, 2024	11:59 p.m.
Fifteenth	March 14, 2024	12:01 a.m.	March 20, 2024	11:59 p.m.
Sixteenth	March 21, 2024	12:01 a.m.	March 27, 2024	11:59 p.m.
Seventeenth	March 28, 2024	12:01 a.m.	April 3, 2024	11:59 p.m.
Eighteenth	April 4, 2024	12:01 a.m.	April 10, 2024	11:59 p.m.
Nineteenth	April 11, 2024	12:01 a.m.	April 17, 2024	11:59 p.m.

The Entries that are submitted prior to or after the Entry Periods will be disqualified. Additional Entry Periods may be added following the regular season, which will commence on Thursday at 12:01 a.m. and end on the following Wednesday at 11:59 p.m.

HOW TO ENTER: In order to enter the Sweepstakes and be eligible for the corresponding Prize, you must opt-in to receive SMS texts via <https://www.nhl.com/coyotes/fans/sms> or <https://my.community.com/arizonacoyotes?t=Join>. The winner will be selected at random from the pool of entrants who follow and complete the instructions correctly. No mechanically reproduced, illegible, forged, software-generated, other automated, or incomplete entries will be accepted. The use of any device to automate the entry process is prohibited. Sweepstakes entries will be deemed null and void and will be rejected if not submitted through authorized, legitimate channels. All late, lost, or incomplete entries are not considered valid entries. There is a limit of one (1) entry per person per Entry Period, regardless of entry method. For the avoidance of doubt, an entrant who wins a Prize in any Entry Period shall not be eligible to win a Prize in any other Entry Period. Entrants submitting multiple entries will be disqualified and not entered into the drawing. ENTRANTS MUST BE 18 YEARS OF AGE OR OLDER TO BE ELIGIBLE.

5. **SPONSOR OWNERSHIP OF ENTRIES:** All entries and materials submitted to Sponsor in connection with the Sweepstakes (collectively, "Entry Materials"), along with all copyright, trademark and other proprietary rights associated therewith, become the property of Sponsor upon submission, and Entry Materials will not be returned to any entrant.

6. **DRAWING AND ODDS OF WINNING:** As soon as practicable following each Entry Period, the Sponsor will select potential winners in a random drawing of all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via SMS or email. If a potential winner does not respond within twenty-four (24) hours of first contact (or, if different, as set forth in the SMS or email winning notification), or is not eligible or does not wish to accept the prize (as described below), the Sponsor may disqualify that potential winner and select an alternate potential winner in his/her place at random from the remaining eligible entries received. For certain prizes, Sponsor will select potential winners at random based on the additional criteria specified in the "Prizes" section below.

7. **REQUIREMENTS OF POTENTIAL WINNERS:** A potential winner may be required to execute prize claim documents, including without limitation a Waiver and Release, Affidavit of Eligibility, a Liability Release and, where imposing such condition is legal, a Publicity Release (collectively, "Prize Claim Documents"). The Prize Claim Documents must be returned within the time frame indicated by the

Sponsor. If any potential prizewinner fails to return such documents within the prescribed time, if any potential prizewinner is found to be ineligible, or if they do not comply with these Official Rules, then such potential prizewinner may be disqualified and an alternate prizewinner may be selected from the remaining eligible entries during the Sweepstakes Period. All applicable U.S., federal, state, and local taxes, duties, or other taxes or fees are the sole responsibility of the prizewinner, who may be issued a 1099 IRS tax form for the ARV of any awarded prize.

8. **PRIZES:** The prizes (each, a “Prize”) that will be awarded for each Entry Period will consist of one (1) Arizona Coyotes autographed item with approximate retail value (ARV) of \$150. All prize details will be determined by the Sponsor in its sole discretion. Prizes are not transferable or refundable and must be accepted as awarded by winner. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. Winner is responsible for all costs and expenses associated with prize acceptance and use not listed above as being provided, including but not limited to meals, incidentals, ground transportation, souvenirs, taxes, fees, surcharges. Prizes will be reported as income to the winner and the winner will be responsible for all federal, state, and local taxes associated with the receipt of any prize.

9. **PRIVACY AND PUBLICITY:** All information submitted by entrants in the Sweepstakes will be treated according to Sponsor’s Privacy Policy, available at <https://www.nhl.com/coyotes/team/privacy-policy>. Additionally, except where prohibited, participation in the Sweepstakes constitutes such prizewinner’s permission for the Sponsor and its respective related entities and agents to use said prizewinner’s name, photograph, likeness, statements, biographical information, voice, and city and state for all purposes and in all forms of media, in perpetuity, without further notice or compensation.

10. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be engaging in behavior that (as determined by the Sponsor in its sole discretion) is obnoxious or threatening, illegal, that is intended to annoy, abuse, or threaten any other person, or otherwise violates these Official Rules, the Sponsor reserve the right to deem such prizewinner ineligible and, if applicable, invalidate the Prize. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

11. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, each entrant (hereinafter, “Entrant”) agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any Prize awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event will

attorneys' fees be awarded or recoverable; and (3) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental, or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each Entrant acknowledges and agrees that the Promotion Entities are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with the Coyotes, or otherwise, that may limit an Entrant's ability to participate in the Sweepstakes; (ii) incorrect or inaccurate information whether caused by internet users, or by any equipment or programming associated with or utilized in connection with this Sweepstakes and assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking; (iii) any injury or damage resulting from participation in the Sweepstakes and/or the use and/or misuse of any Prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the Entrant's rights of publicity or privacy); or (iv) the Entrant's claim that he or she has somehow been defamed or portrayed in a false light. Promotion Entities assume no responsibility for any errors or failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized Sponsor representative. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

12. GOVERNING LAW AND DISPUTE RESOLUTION: AS A CONDITION OF ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, CONTROVERSIES, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE SWEEPSTAKES OR ANY PRIZE AWARDED (EACH, A "CLAIM") SHALL BE (I) ARBITRATED ON AN INDIVIDUAL BASIS ONLY, AND SHALL NOT BE CONSOLIDATED OR JOINED WITH OR IN ANY ARBITRATION OR OTHER PROCEEDING INVOLVING A CLAIM OF ANY OTHER PARTY, AND (II) SETTLED BY BINDING ARBITRATION IN MARICOPA COUNTY, ARIZONA BEFORE A SINGLE ARBITRATOR APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS THEN GOVERNING RULES AND PROCEDURES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF.

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR THE COYOTES IN CONNECTION WITH THE SWEEPSTAKES OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ARIZONA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION.

IN NO EVENT WILL PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, **ANY PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.** SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

13. Sponsor Address:

IceArizona Hockey Co LLC d/b/a the Arizona Coyotes
8465 N. Pima Rd., Suite 100
Scottsdale, AZ 85258

14. Winners List: To receive a winner's list, send a self-addressed stamped envelope to the Arizona Coyotes, Attn: 2023-24 SMS Enter to Win Sweepstakes, 8465 N. Pima Rd., Suite 100, Scottsdale, AZ 85258. Any legally required winner's list may be available for a period of thirty (30) days following the end of a Sweepstakes Period.