

## Official Rules

### 50/50 Charity Raffles

#### Sponsored by Islanders Children's Foundation

**Please read these rules ("Official Rules") before entering any Islanders Children's Foundation 50/50 charity raffle (each, a "Raffle"). By purchasing a ticket, you represent that you meet all of the below-stated requirements and agree to be bound by these Official Rules and by the decisions of Islanders Children's Foundation (the "Sponsor"), a 501(c)(3) charitable organization, and/or its representative(s).**

**1. THE RAFFLE:** Each 50/50 charity Raffle at UBS Arena, located at 2400 Hempstead Turnpike, Elmont, New York 11003 or such other locations as determined by Sponsor (the "Venue") is a raffle whereby tickets are sold throughout the Venue and/or online at <https://islanders5050.com/>, with each ticket carrying a unique ticket number. The winning Raffle ticket number in each Raffle will be randomly selected and announced on the main scoreboard at the Venue and/or posted on the Sponsor's website at <https://islanders5050.com/>. The Participant (as defined below) who purchased the winning Raffle ticket for the applicable Raffle will receive approximately fifty percent (50%) of the Net Proceeds (as defined below) of such Raffle (each, a "Prize"). The "Net Proceeds" of a given Raffle means the total sales of Raffle tickets for such Raffle minus any related expenses from the Raffle ticket sales for the applicable Raffle Period (as defined below). All remaining proceeds from each Raffle shall be retained by the Sponsor to be used for charitable purposes. Each Raffle begins and ends at the times specified by Sponsor at the Venue, online at <https://islanders5050.com/>, or both (each a "Raffle Period"). All 50/50 Raffle ticket sales are final.

**2. ELIGIBILITY:** Each Raffle is only open to persons located in the State of New York who are eighteen (18) years of age or older as of the date of such person's purchase of the Raffle ticket(s) (each a "Participant"). Employees, agents, representatives, and contractors of the Sponsor, New York Islanders Hockey Club, L.P. (the "Club"), New York Arena Partners, LLC, Ascendfs Delaware, Inc., and each of the foregoing's respective subsidiaries, affiliates, and advertising/promotional agencies, and the immediate families and household members of each of the foregoing, are not eligible to enter or win. Each Raffle is subject to all applicable federal, state and local laws, and is void wherever prohibited by law.

**3. ENTRY:** If you meet the eligibility requirements, you may enter the Raffle by agreeing to be bound by these Official Rules and purchasing Raffle ticket(s) in one of the following amounts: ten dollars (\$10.00) for ten (10) tickets, twenty dollars (\$20.00) for fifty (50) tickets, forty dollars (\$40.00) for one hundred twenty-five (125) tickets, one hundred dollars (\$100.00) for three hundred fifty (350) tickets, or such other special pricing as may be announced from time to time. All amounts in United States Dollars. The purchase of a New York Islanders game ticket or any other item is not required to enter any Raffle. Participant need not be present to win. All Raffle ticket purchases must be completed by the end of the applicable Raffle Period. The Released Parties (as defined below), and any related entities are not liable for any lost, stolen, late, misdirected, incomplete, illegible, undelivered, or destroyed tickets regardless of cause including, but not limited to, any problem or technical malfunction of any computer, online system, or server, or any other technical problem. Further, the Released Parties (as defined below), and any related entities are not liable for tickets redeemed in error by their respective employees, members or agents.

**4. HOW TO ENTER:** You can enter any Raffle during its applicable Raffle Period by purchasing tickets in any of the following ways:

- a. From the stationary kiosk selling locations within the Venue (if any);
- b. From uniformed Raffle sales volunteers circulating in and around the Venue; and/or
- c. By visiting <https://islanders5050.com/> and creating a Raffle ticket account. In order to purchase tickets online you must:
  - i. Allow geo-location procedures to determine your location;
  - ii. Complete the online registration and ticket account set up; and
  - iii. Complete the age verification procedures prior to your Raffle ticket purchase.

If Sponsor is unable to verify that you are over the age of 18 and located within the State of New York, you will not be able to purchase tickets online. No sale of a Raffle ticket may be made to any person on the New York State Gaming Commission's self-exclusion list. Online entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. Online entries containing offensive, obscene, derogatory, lewd, or

other inappropriate content, as determined by Sponsor, in its sole discretion, are prohibited and will be disqualified. Entrants assume all risk of lost, late, misdirected, incomplete, or illegible entries.

**5. DRAWING:** One (1) Raffle Prize winner will be selected in a random drawing per Raffle. A single Raffle ticket number shall be randomly selected from all eligible Raffle ticket numbers sold during each Raffle Period. The drawing will be held at the time designated for the drawing by the Sponsor, in its sole discretion. The random selection will be conducted by the Sponsor or its designee whose decision is final and binding. The randomly selected winning Raffle ticket will be announced over the Venue's public announcement system and/or posted on the Sponsor's website at [www.newyorkislanders.com](http://www.newyorkislanders.com).

**6. CLAIMING A PRIZE:** To claim a Prize, the holder of the randomly selected winning Raffle ticket number (a "Prize Claimant") must contact Sponsor and present the winning Raffle ticket within five (5) calendar days of the applicable drawing either (i) in-person at the Community Relations table at the Venue (if applicable), (ii) to a Club Community Relations representative at 200 Merrick Ave, East Meadow, New York 11554, or (iii) by contacting the Sponsor by email at [5050@newyorkislanders.com](mailto:5050@newyorkislanders.com). Each Prize Claimant must provide Sponsor with all information required to claim a prize as determined by Sponsor (including, without limitation, eligibility and tax identification information). The Prize Claimant may be required to execute an Affidavit of Eligibility & Liability/Publicity Release ("Affidavit") in the form approved by Sponsor and a W-9 IRS form prior to receipt of the Prize. In the event that a Prize Claimant either: (a) does not notify Sponsor within fifteen (15) days of the drawing; (b) is ruled ineligible for any reason; (c) refuses the Prize; or (d) does not return an executed Affidavit, then, in each such event, the Prize will be forfeited and will be retained by Sponsor for its charitable purposes. Sponsor has no obligation and is not in a position to contact holders of potential winning ticket numbers. All Prizes will be delivered to Prize Claimant and paid via check within thirty (30) days of the Prize Claimant delivering the winning Raffle ticket, executed Affidavit, and all other required documents to Sponsor. For security and safety reasons, no cash payments will be made to the Prize Claimant. Unclaimed winnings will be retained by the Sponsor for its charitable purposes. If you need more information, please call 516-501-6700, ext. 4.

**7. ODDS:** Odds of winning a given Raffle are variable based on the total number of Raffle ticket numbers sold during the applicable Raffle Period.

**8. TAXES:** Each Participant acknowledges that they have been informed that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of a Raffle ticket does not qualify as a deductible charitable contribution. Each Prize Claimant is responsible for any and all federal, state and local taxes, fees and other government assessments on the applicable awarded Prize. Furthermore, each Prize Claimant acknowledges that federal law requires that a tax withholding on certain prize values must be collected from winners upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each Prize is claimed will be followed.

**9. TRANSFER OF RAFFLE TICKET:** Raffle tickets may not be resold, or permitted by a Participant to be resold. Any Raffle ticket which has been resold in violation of these Official Rules shall be void and such Raffle ticket numbers shall be ineligible to win. All individuals who re-sell, purchase, or receive a Raffle ticket in violation of these Official Rules shall be ineligible to participate in any Raffle or to win a Prize. The eligible Participant in physical custody of the winning Raffle ticket shall be deemed the winner unless the ticket was re-sold or otherwise transferred in a manner in contravention of these Official Rules, in which case the winning ticket shall be voided.

**10. PARTICIPANT'S GRANT OF LICENSE:** By participating in any Raffle and/or accepting a Prize, each Participant and Prize Claimant hereby irrevocably and perpetually grants to the Sponsor and Club, and their designees, a worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display the names, images, and/or likenesses of the Participant and Prize Claimant (as applicable) in connection with their participation in any Raffle and/or receiving a Prize (collectively, the "NIL"), in any form, media, and/or content which now or hereafter exists, for advertising, promotional, and/or any other commercial purposes as well as non-commercial purposes. Each Participant and Prize Claimant waives any compensation for any use of such NIL. Each Participant and Prize Claimant hereby releases and waives any claims, demands, damages, losses, liabilities and causes of action arising from the Sponsor, Club, and/or their designee's, uses of the NIL, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, and/or exploitation of its name, image, and/or likeness.

**11. RELEASE OF LIABILITY AND INDEMNITY:** By participating in any Raffle, each Participant and Prize Claimant, both on each of his or her own behalf and on behalf of each of his or her spouses, assigns, guardians, administrators, executors and legal representatives, hereby releases, waives, discharges, covenants not to

sue, and indemnifies the Sponsor, the Club, New York Arena Partners, LLC, Twin Rinks Acquisition Company LLC, Ascendfs Delaware, Inc., and the National Hockey League and its member clubs, together with all of the past, present or future predecessors, successors, assigns, parent companies, subsidiaries, affiliates, related entities and persons, owners, shareholders, members, partners, trustees, elected officials, directors, managers, employees, servants, principals, agents, consultants, contractors, representatives, sponsors, and insurers of each of the foregoing (collectively, the "Released Parties") from any claim or loss arising out of or related to the Participant's or Prize Claimant's participation in any Raffle, acceptance of a Prize, or any exercise by the Sponsor of any of its rights set forth in the Official Rules, including, but not limited to, any claims related to (i) any injury to the Participant (including death) or the Participant's property that occurs in connection with participation in any Raffle, receiving a Prize or any related activities, (ii) any failure to report and pay any income taxes arising from acceptance of the Prize, and (iii) the Participant's acts or the acts of any other party with respect to the Participant's receipt of the Prize, or participation in any Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder.

**12. DISPUTES AND GOVERNING LAW:** Each Raffle shall be governed by the laws of the State of New York without giving effect to any choice of law or conflict of law rule of any jurisdiction. As a condition of participating in any Raffle, each Participant and Prize Claimant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with any Raffle, shall be resolved individually, without resort to any form of class action, exclusively by arbitration in a location selected solely by Sponsor in Nassau County, New York. Further, in any such dispute, under no circumstances will Participant or Prize Claimant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorney fees, other than Participants' actual out-of-pocket expenses (i.e., costs associated with entering the Raffle), and each Participant and Prize Claimant further waives all rights to have damages multiplied or increased. Any claims regarding any Raffle that are not deemed released, and in the event arbitration is not enforced, must be brought in the State or Federal Courts in Nassau County, New York, and each Participant and Prize Claimant hereby consent to the personal jurisdiction of such courts for purposes of any such action. Each Raffle is void outside the United States and where prohibited by law. IN NO EVENT SHALL THE RELEASED PARTIES OR ANY RELATED ENTITY BE LIABLE FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO ANY INDIVIDUAL PARTICIPANT IN THE RAFFLE.

**13. DISQUALIFICATION; CHANGES:** Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the ticketing process or the operation of any Raffle, re-sells their Raffle ticket(s), violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to, at its sole discretion, cancel, suspend and/or modify any Raffle or these Official Rules. The Sponsor also reserves the right to disqualify any individual or ticket for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION THESE OFFICIAL RULES AND MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM AND/OR PROSECUTE ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**14. SPONSOR; WINNERS LIST:** The Sponsor of each Raffle is the Islanders Children's Foundation, a 501(c)(3) charitable organization, and the address of its headquarters is 15 Verbena Avenue, Floral Park, New York 11001. You may obtain a list of the winning Raffle ticket numbers by sending a request (identifying the "50/50 Raffle") to the above address, together with a stamped, self-addressed envelope. The winning Raffle ticket numbers also will be posted on Sponsor's websites at <https://www.nhl.com/islanders/community/5050-raffle> and <https://islanders5050.com/>.

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