# KRAFT HOCKEYVILLE 2023 (the "Competition") OFFICIAL RULES (the "Official Rules")

## NO PURCHASE NECESSARY. OPEN TO LEGAL RESIDENTS OF CANADA, 13 YEARS OF AGE AND OLDER

- 1. WHAT IS THE KRAFT HOCKEYVILLE COMPETITION? A Competition designed to find which Canadian hockey community stands above all the others. The Competition aims to rally people together and help protect the future of hockey in Canada, because communities build hockey and hockey builds communities.
- **2. COMPETITION PERIOD AND PHASES:** COMPETITION BEGINS 12:00 P.M. EASTERN TIME ("ET") ON JANUARY 1, 2023 AND CONTINUES THROUGH 5:00 P.M. ET ON APRIL 1, 2023 (the ("Competition Period"). The Competition consists of four (4) phases (each, a "Phase") as set forth in the table below.

Phase	Start Date	End Date
Nomination	January 1, 2023	February 19, 2023
	12:00 p.m. ET	11:59 p.m. ET
Judging	February 20, 2023	March 11, 2023
Top 4 Announcement &	March 11, 2023	March 31, 2023
Rally Period		
Voting	March 31, 2023	April 1, 2023
	9:00 a.m. ET	5:00 p.m. ET

- **3. TO ENTER AND/OR PARTICIPATE:** There are a few ways to participate in the Competition, as outlined below.
- **a. Find your Arena:** During the Nomination Phase, first go to <a href="www.krafthockeyville.ca">www.krafthockeyville.ca</a> (the "Website") and follow the onscreen instructions to find the community page for your local ice hockey arena ("Arena"). If your Arena does not have a community page, follow the links and instructions to create one. Each Arena must be in Canada, normally used by a local community, and may not be an NHL (as defined below) arena.

IMPORTANT NOTE: AN ARENA THAT HAS WON THE *KRAFT HOCKEYVILLE* GRAND PRIZE OR THE KRAFT HEINZ PROJECT PLAY GRAND PRIZE (AS A RECREATIONAL FACILITY) WITHIN THE LAST TEN (10) YEARS IS NOT ELIGIBLE TO WIN A PRIZE IN THIS COMPETITION.

Once on the community page for your Arena, follow the onscreen instructions to register (on first visit only). Then, follow the links and instructions to either submit a story or take other Rally Action, as outlined below.

**b. Submit a Story to Enter the Competition:** In order for your community to be eligible to compete in the Competition, there must be a minimum of one (1) story submitted for the nominated Arena. Share your story by providing an answer to each of the following three (3) questions either via a written essay, a video, or add a link to your YouTube video.

Videos posted to YouTube must comply with YouTube's Community Guidelines: <a href="https://www.youtube.com/about/policies/#community-guidelines">https://www.youtube.com/about/policies/#community-guidelines</a> (collectively, your "Story Submission"):

- 1. Tell us about your community's spirit as well as its passion for hockey. Can you describe or explain examples of how this came to life?
- 2. Tell us about your Arena. Why is it important to you, your family, and your community?
- 3. Explain how your community will use the \$250,000 to upgrade and improve your Arena.

Story Submissions must comply with the submission guidelines set out in Section 5 (the "Submission Guidelines"). Each Story Submission will be scored based on the judging criteria in Section 7. By adding a Story Submission to the community page, your Arena will receive ten (10) rally points (details outlined below). <u>Limit</u>: One (1) approved Story Submission per person, per Arena, however an Arena can have multiple approved Story Submissions from separate unique entrants.

In order for your YouTube video to be judged in this Competition, the video must remain uploaded to YouTube during the entire Competition Period.

- c. Provide Optional Content, Share, or React for Additional Rally Points: You can participate in supporting your Arena and earn additional rally points by sharing via Twitter, adding optional content (photographs or notes), or reacting to content or a Story Submission (the aforementioned actions, and Story Submission as described in Section 3b, collectively, "Rally Action") as further described below.
- **d. Summary of Rally Points:** The following summarizes the ways in which you can earn rally points (as outlined below) on behalf of your Arena:

Rally Action	How	# of Rally Points	Limit of Rally Actions earning points
Story Submission	As described above under Submit a Story.	10	1 approved Story Submission per person, per Arena
Optional Content			
Share via Twitter	Click on the Twitter icon to tweet a prepopulated message about the Competition.	5	1 share via Twitter per person, per Arena
Add a Photograph	Add a photograph by uploading a photograph	3	5 total photographs per person, per Arena

"React" to a	"React" to a photograph or story submission	1	15 reactions per
Photograph, or	by selecting a "reaction" emoji.		person, per Arena
Story			
Submission			
Add a Note	Add a note to the community note board.	1	1 note per person, per Arena

Rally Actions must comply with Submission Guidelines. The rally point tallies for an Arena will be used to determine the rally score for that Arena (the "Rally Score"). Arena community pages that receive a higher number of rally points will receive a higher Rally Score, accounting for up to 20% of the overall score for the judging criteria. For the breakdown of the judging criteria scoring, see Section 7 below. Sponsor reserves the right to revise tallies or not consider the score generated for the Rally Score criterion for purposes of determining the winners should the rally points appear to have been tampered with or manipulated in any way.

- **e. Entry:** By submitting a Story Submission and therefore entering this Competition, you are entering for a chance for your nominated Arena to win either one (1) Grand Prize or one (1) Second Prize, as defined in Section 8. Only a Story Submission constitutes an entry in the Competition. Optional content, shares, or reactions contribute to rally points only, as described above. You may choose to submit a Story Submission, or participate in other Rally Action, or all. An Arena requires a minimum of one (1) Story Submission to be completed in order to be considered for the Judging Phase.
- **4. ENTRY AND RALLY ACTION VERIFICATION AND CONDITIONS:** All Story Submissions and other Rally Actions are subject to verification. Proof of submission does not constitute proof of receipt. In the event a dispute arises as to the identity of an entrant, Story Submissions and Rally Actions will be declared by the name on the entry form. An individual may be required to provide proof that he/she is the individual associated with the Story Submission and/or Rally Action.

If any individuals other than yourself are named or appear in the Story Submission or in Rally Action, you must have the permission of the individuals (or of parent/legal guardian if a minor) to use their name and/or photograph/likeness. Proof of such permission may be required at Sponsor's discretion. Submitting any Story Submission and/or any optional Rally Action constitutes your (and, if an eligible minor, your parent's or legal guardian's) acceptance to these Official Rules and consent to grant the Licensed Parties (as defined below) certain rights in and to the Story Submission and/or Rally Action, as described in Section 14 below. Story Submission and/or Rally Action must be made in your name only, regardless of whether others contributed to or appear in the Story Submission and/or Rally Action. Any attempt by an individual to obtain more than the stated maximum number of Story Submissions and/or Rally Actions by using multiple/different names, email addresses, accounts, identities, registrations and logins, or any other methods, or entry or participation in any fashion not sanctioned by these Official Rules will void that individual's submission and such individual will be disqualified from the Competition and, at the sole discretion of the Sponsor, any of the Sponsor's other promotions.

Story Submissions and/or Rally Actions that are lost, late, incomplete, illegible, or corrupted are void and will not be accepted. Story Submissions and/or Rally Actions that are found to be copies of other Story Submissions and/or Rally Actions (excluding prepopulated tweets and reaction emojis) previously entered in the Competition or to contain content plagiarized from other websites and/or publications will be void and will result in the entrant's disqualification.

**5. STORY SUBMISSION AND RALLY ACTION GUIDELINES**: Each Story Submission and/or Rally Action submitted must meet the following criteria, as applicable:

#### Story Submission:

- Be original;
- If submitting a written essay, the answer to each of the essay questions for the Story Submission must have a minimum of one hundred fifty (150) characters (including spaces) and must not exceed one thousand (1,000) characters (including spaces);
- If submitting a video essay, the video must not exceed 100 MB, must not exceed 2 minutes in length, and must be in avi, dv, mov, qt, mpg, mpg2, mpg4, 3gp, 3g2, asf. or wmv format:
- If submitting a video on YouTube, it must be a format accepted by YouTube; and
- The answer to each essay question for the Story Submission must be in English or French.

### Rally Action:

- Be original;
- The optional photograph must be in, .jpeg, .gif, or .png format;
- The optional photograph must not exceed one hundred (100) MB in size; and
- The optional community note must not exceed one hundred forty (140) characters (including spaces).

Story Submission and any optional Rally Action must not: (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, sexual orientation, professional or age group, profane or pornographic, contain or reference nudity or any materially-dangerous activity; (b) promote alcohol, drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political or religious agenda or message; (c) be obscene or offensive, or endorse any form of hate or hate group; (d) contain or reference trademarks, logos (except those of Sponsor, the NHL or the NHLPA (as defined below)) or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, to the extent permission is necessary, or subject to the terms of Section 4, contain any personal identification, such as license plate numbers, personal names (other than your own), email addresses or street addresses; (e) contain copyrighted materials owned by others, without permission, to the extent permission is necessary; (f) subject to the terms of Section 4, contain materials embodying the names, likenesses, or other indicia identifying any person, living or dead, without permission; and (g) be false or misleading.

Notwithstanding the foregoing, Sponsor reserves the right to permit, in its sole discretion, Story Submissions and any optional Rally Action containing non-infringing and incidental use of trademarks owned by others.

By entering a Story Submission and/or Rally Action, you (and, if an eligible minor, your parent or legal guardian) warrant and represent that: (a) it has not been previously published; (b) it has not received previous awards; (c) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) other participants depicted in the Story Submission and/or Rally Action, if any, have given written consent to its entry into the Competition and use as contemplated by these Official Rules; (e) publication via various media including Web posting and posting in social media, will not infringe on the rights of any third party; (f) it is appropriate for the Competition and all ages, in "good taste", in keeping with Sponsor's, the NHL's and the NHLPA's image and suitable for publication (e.g. must not be obscene or indecent), as determined by Sponsor in its sole and absolute discretion; (g) it does not contain any commercial content that promotes any product or service other than those offered by Sponsor; and (h) you have waived all moral rights in and to the Story Submission and/or Rally Action in favour of the Sponsor. Without limiting any of the foregoing, Story Submissions and any Rally Action cannot be a parody or derogatory. Entrant (and, if an eligible minor, his/her parent or legal guardian) will indemnify and hold harmless Released Parties (as defined below) from any claims to the contrary. Any Story Submission and/or Rally Action that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Competition for any reason will be disqualified from the Competition.

**6. ELIGIBILITY TO ENTER, SUBMIT RALLY ACTION AND/OR VOTE:** Competition is open only to legal residents of Canada, 13 years old or older as of the time of entry, participation in Rally Actions or vote (collectively an "entrant" in the Competition). If you are a minor in your place of residence, you must seek the permission of your parent or legal guardian to submit any entry, Rally Action or to vote. Sponsor reserves the right to request proof of such consent at any period during the Competition. Prizes will be awarded to the nominated Arena, not the individual who enters the Competition on behalf of the Arena.

Employees of Kraft Heinz Canada ULC ("Sponsor"), Proof Strategies Inc. ("Proof"), Rogers Media Inc. ("Broadcast Party"), the National Hockey League ("NHL") and its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, Second Dimension International Limited ("SDI Marketing"), National Hockey League Players' Association ("NHLPA"), Hockey Ventures (Canada) Inc. ("Ventures"), Merkle Inc. ("Administrator"), and their respective parents, affiliates, subsidiaries and advertising and promotion agencies (collectively "Competition Parties"), and all respective employees, shareholders, affiliates, officers, directors, agents, representatives, members, licensees, promotional parties, successors and assigns of the foregoing (collectively, the "Released Parties") and members of their immediate family (spouse and parent, children, siblings and their respective spouses, regardless of where they reside) or persons living in the same household (whether related or not), are not eligible to participate in this Competition. Void where prohibited.

It is a condition of entry in the Competition that each entrant (and his/her parent or legal guardian, as applicable in the case of a minor entrant) make himself/herself/themselves available to participate, free of charge, in all stages of and all activities related to the Competition (including without limitation recordings and participation in interviews, appearances, and promotional and publicity activities); and agree to sign and abide by all applicable release forms and these Official Rules, including, without limitation any revisions. Entrants agree to execute all documents necessary to assign any and all prizes to the appropriate Arena. Each minor entrant's parent or legal guardian must authorize his/her participation and execute all release form(s) on behalf of such minor entrant.

## 7. JUDGING, VOTING AND COMPETITION WINNER DETERMINATION:

Phase	Start Date	End Date
Judging	February 20, 2023	March 11, 2023
Voting	March 31, 2023	April 1, 2023
	9:00 a.m. ET	5:00 p.m. ET

<u>Divisions</u>: Arenas are divided into two (2) divisions by location (either west or east), as outlined below (each, "Division").

- **a. East Division:** Ontario, Quebec, Newfoundland and Labrador, Prince Edward Island, Nova Scotia and New Brunswick
- **b. West Division:** British Columbia, Yukon, Manitoba, Saskatchewan, Alberta, Northwest Territories and Nunavut

<u>Judging Phase</u>: Administrator will manage, monitor, and prepare materials for the Judging Panel (as defined below). During the Judging Phase, all eligible Story Submissions for each Division will be judged by a panel of Sponsor, NHL, and NHLPA representatives (the "Judging Panel") based on the following judging criteria:

- Depiction of the nominated community's spirit and passion for hockey (50%);
- Description of the Arena's importance to you, your family, and your community (25%); and
- Description of how the prize money would be used (25%).

The above Story Submission score will account for 80% of the overall score. The Rally Score will account for the remaining 20% of the overall score. The four (4) Arenas (a minimum of one (1) per Division) with the highest overall scores will be deemed the finalists ("Finalists") (subject to verification of eligibility and compliance with the terms of these Official Rules, as outlined in Section 10). In the event of a tie, the entrant whose Story Submission received the highest combined score for (i) Depiction of the nominated community's spirit and passion for hockey; and (ii) Description of the Arena's importance to you, your family, and your community (the first two criteria) will be deemed a Finalist. In the event there is still a tie, tied entries will be re-judged by the Judging Panel against the above judging criteria to select the Finalist. Sponsor reserves the right, in its sole discretion, to select less than the stated number of Finalists in the event that Sponsor does not receive a sufficient number of eligible Story Submissions. Decisions of the Sponsor

and Judging Panel are final and binding in all matters. Sponsor will not disclose judging scores. Each of the four (4) Finalists must correspond to a different Arena, so that no one Arena will occupy more than one Finalist position.

Voting Phase: Once announced, the four (4) Finalists will be posted on the Website and then open for public vote during the Voting Phase. During the Voting Phase, individuals who meet the eligibility criteria outlined in Section 6 can vote for their favourite Finalist that they feel best embodies the spirit of the Competition by visiting the Website and following the links and instructions to vote. The Finalist that receives the highest number of votes will be deemed the "Grand Prize Winner", subject to final determination of Sponsor, the NHL and the NHLPA. The remaining three (3) Finalists will each be deemed a "Second Prize Winner". In the event of a tie in voting results during the Voting Phase, the Finalist that received the highest overall score during the Judging Phase will be deemed the Grand Prize Winner. In the event there is still a tie, tied entries will be rejudged by the Judging Panel against the above judging criteria to select the Finalists. Voting is unlimited and subject to verification at any time. Only votes cast through the Website are valid. Any attempt by any individual to vote by using multiple/different email addresses, identities, registrations and logins, or any other methods will void those votes and that individual may be banned from voting. No person may vote by proxy for any other person. Use of any automated system to vote or subvert the voting process is prohibited and will result in disqualification and all associated votes will be void. Votes generated by script, macro or other automated means or any other means intended to impact the integrity of the voting process, as determined by the Sponsor in its sole discretion, may be void. Votes obtained by any fraudulent or inappropriate means. including, without limitation, offering prizes or other inducements to members of the public, payment for votes or offering to trade votes, as determined by Sponsor, in its sole discretion, may result in those votes being void and the respective Finalist being disqualified. Sponsor will not disclose final vote numbers.

**8. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):** The following prizes are available to be won:

#### One (1) Grand Prize: Grand Prize package includes:

- \$250,000 (CAD) towards upgrades to the Grand Prize winning Arena as nominated in the Story Submission;
- The opportunity to host an NHL® Pre-Season hockey game (the "Game") that will be played in the Grand Prize winning Arena (or an Alternative Arena, as defined below, if necessary) on a date to be chosen by Sponsor, the NHL, and NHLPA in their sole and absolute discretion (See Arena Requirements, as defined below); and
- The "Kraft Hockeyville Canada 2023" title and trophy for one (1) year.

Total ARV of Grand Prize: \$650,000 (CAD).

The Game and any or all related components may be suspended, cancelled, or postponed, as determined by Sponsor, NHL and NHLPA in their sole and absolute discretion. If the Game is played at an Alternative Arena, the \$250,000 (CAD) in Arena upgrades will still be awarded to the Grand Prize winning Arena and not to the Alternative

Arena. As between the parties, the Sponsor, the NHL and the NHLPA will determine in their sole discretion if the entrant / winning Arena satisfies the requirements hereunder, if the Game can be played at the Grand Prize winning Arena, and if the appropriate authorizations and Arena information can be obtained from the owners of the Grand Prize winning Arena and/or the Alternative Arena, if applicable. If the Arena is privately owned, it must be open to the public for the Game. If the appropriate authorizations and Arena information cannot be obtained from the owners of the Grand Prize winning Arena and/or the Alternative Arena within a reasonable period of time (as determined solely by Sponsor, the NHL and the NHLPA), Sponsor reserves the right to award the Grand Prize to another Arena.

The Grand Prize winning Arena, the Alternative Arena, and all third parties, including any local community organizing committees, are prohibited from using, selling, bartering, trading and/or auctioning tickets to the Game (and any related event) for any promotional, prizing or commercial purposes. Sponsor, the NHL and the NHLPA shall have the right, in their sole and absolute discretion, to determine whether any use of such tickets is noncompliant with these Official Rules.

<u>Three (3) Second Prizes</u>: Each Second Prize includes \$25,000 (CAD) toward Arena upgrades for each Second Prize winning Arena. ARV: \$25,000 (CAD).

Total ARV of all prizes including Grand Prize: \$725,000 (CAD).

Prize Substitution and Conditions: All prize awards are subject to verification of eligibility and compliance with the terms of these Official Rules. Prizes must be accepted as awarded and are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to modify and/or substitute a prize, or component of a prize, for one of comparable or greater value. Winner is not entitled to the monetary difference between actual prize value stated and approximate prize value, if any. Winning Arenas are responsible for all costs, taxes and other fees associated with prize receipt and/or use. Limit: one (1) prize per Arena. All prize details are at Sponsor's sole discretion. Currency is in Canadian dollars unless otherwise stipulated. Additional terms, conditions and restrictions may apply to a prize or component of a prize. The Released Parties will have no liability to an entrant who is unable to attend or take part in any part of the Competition or participate in a prize for any reason whatsoever. There is no obligation on the part of Sponsor to record or broadcast the appearance or participation of any particular entrant in connection with the Competition.

<u>Arena Requirements</u>: In order for the Grand Prize winning Arena to be used for the Game, it must meet the following criteria ("Arena Requirements"):

- Be outfitted with artificial ice:
- Meet the NHL and NHLPA's standards;
- Be available and able to be used five (5) days prior to, one (1) day after and on the
  date of the Game that will take place on a date to be chosen by the Sponsor, the
  NHL, and the NHLPA; and

 Be located within a radius of two hundred (200) km from an airport that meets the requirements of the usual air carrier of the NHL teams.

If a Grand Prize winning Arena does not meet all Arena Requirements (as determined by Sponsor, the NHL and NHLPA in their sole discretion), the Game portion of the Grand Prize will be held at the nearest alternative arena that meets the Arena Requirements, to be selected by the Sponsor, the NHL and the NHLPA in their sole and absolute discretion (the "Alternative Arena"). The Alternative Arena may not be an NHL arena.

- **9. ODDS:** Odds of winning depend on number of eligible Story Submission entries received, judging criteria and number of votes received.
- **10. NOTIFICATION AND REQUIREMENTS:** The four (4) Finalists will be announced on or around March 11, 2023 and will be required to provide the contact information of the owner(s) of the selected Arena. Appropriate authorizations must be obtained from the entrant (including from parent/legal guardians, as applicable), the owner(s) of the Arena and others as required by Sponsor, which may include: (i) confirmation to participate as a Finalist, (ii) execution of a Declaration of Compliance, Liability and Publicity Release, and (iii) other required documentation that may be required by Sponsor. This information must be provided within a reasonable period of time as determined by Sponsor.

The entrant and authorized individuals of the winning Arena will be notified on or around April 1, 2023 and may be required to provide certain information and appropriate authorizations in order to collect and accept the prize. Failure by the winning Arena to provide the necessary information or authorizations may result in the prize being forfeited and another Arena may be awarded the prize. If Arena is a private Arena, the applicable prize will go to a trust or corporate holding entity. If the prize/prize notification is undeliverable, or if the potential winner or winning Arena fails to comply with any of these requirements or with the Official Rules in any way, the prize will be forfeited and another winner and/or winning Arena may be determined. Each of the Competition Parties reserves the right, in their sole and absolute discretion, to phone, email and/or visit any entrant and/or any of the nominated Arena communities and record interviews, appearances, and promotional and publicity activities. Contact from any of the Competition Parties in this regard does not in any way guarantee any entrant as a potential prize winner.

**11. COMPETITION AND PRIZE RELEASE:** By participating in the Competition and accepting prizes (if applicable), entrants (and, if minors, their parents/legal guardians) and winning Arenas agree to release and hold Released Parties harmless against any and all claims, injuries, damages, loss and/or liability to person or property, due in whole or in part, whether directly or indirectly, by (a) arising out of participation in the Competition, including any Competition-related activity, (b) acceptance, use, misuse, possession or redemption of a prize (if applicable), and (c) claims based on personality, privacy rights or defamation and infringement of intellectual property rights.

If an entrant and selected Arena win a prize and accept the prize, such acceptance shall mean full satisfaction of the entitlement as an entrant and winner in the Competition and the entrant and selected Arena fully discharges and forever releases the Released Parties,

of and from any and all claims, demands, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Released Parties in connection with the prize.

All entrants (and, if minors, their parents/legal guardians) and winning Arenas also acknowledge, without limiting the generality of the foregoing, that the Released Parties will not be responsible for any injury, accident, death or dismemberment, or any other loss, damage or expense in connection with participation in the Competition and/or the prize. The entrant also acknowledges that none of the Released Parties has offered any warranty or guarantee respecting the prizes. Further, the authorized Arena representative assumes all responsibility and liability for any loss, injury or damage to any persons or property, which results from the Arena representatives' actions or omissions, whether negligent or otherwise, in connection with the prizes.

12. LIMITATION OF LIABILITY: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Story Submissions, Rally Actions, votes, email or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), Website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Competition, including, without limitation, errors or difficulties which may occur in connection with the administration of the Competition, the processing or judging of Story Submissions and/or Rally Actions, the tabulation of votes, the announcement of the prizes or in any Competition-related materials.

Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Competition. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Competition or downloading materials from or use of any website.

13. RIGHT TO MODIFY, TERMINATE, SUSPEND: Persons (including, but not limited to, any Competition entrant) who tamper with or abuse any aspect of the Competition or Website, who act in an unsportsmanlike or disruptive manner, who act contrary to law or the spirit of the Competition or in a manner that might reflect unfavorably upon the reputation of the Competition Parties or who are in violation of these Official Rules, as solely determined by the Competition Parties, will be disqualified and all associated Story Submissions, Rally Actions and/or votes (as applicable) will be void. If an Arena and/or any authorized representative(s) of an Arena, act contrary to law or the spirit of the Competition, in a manner that might reflect unfavorably upon the reputation of the Competition Parties, or are in violation of these Official Rules, as solely determined by the Competition Parties, such Arena may be disqualified from the Competition. If, in the Sponsor's opinion, there is any suspected evidence of tampering with any portion of the Competition, or if technical difficulties compromise the integrity of the Competition, or for

any other reason whatsoever (with no obligation to disclose such reason) the Sponsor, reserves the right to modify, suspend or terminate the Competition in a manner deemed appropriate by the Sponsor, at the Sponsor's sole discretion.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING LEGAL FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

The Released Parties shall assume no liability whatsoever for any situation in which their inability to act results from an event or situation unforeseeable or beyond their control, including but not limited to force majeure, epidemics or other outbreaks of disease or illness or a health and safety event related to COVID-19, a strike, lockout, or any other labour dispute at their location or the locations of the businesses whose services are used. Refusal by potentially winning Arena(s) to accept a prize releases the Released Parties from all responsibility and obligations toward that potentially winning Arena of such prize. In no event shall Sponsor be held to award more prizes than what is mentioned in these Official Rules or to award prizes otherwise than in compliance with these Official Rules.

All information requested by and supplied by each entrant must be truthful, accurate, and in no way misleading. Sponsor reserves the right to disqualify any Story Submission from the Competition in its sole and absolute discretion, should the entrant at any stage supply untruthful, inaccurate, or misleading details and/or information or should the entrant be ineligible for the Competition pursuant to these Official Rules.

**14. RIGHTS IN STORY SUBMISSIONS AND RALLY ACTION:** If an entrant's Story Submission and/or Rally Action is determined by the Sponsor, in its sole and absolute discretion, to have violated the Official Rules in a non-material and de minimus way and the Story Submission and/or Rally Action can be edited to remove the violation, the Sponsor may request the entrant to amend the submission, or amend the submission on the entrant's behalf, instead of disqualifying the entrant.

In consideration of entrant's Story Submission and/or any Rally Action being reviewed and evaluated for this Competition, each entrant (or if an eligible minor, his/her parent or legal guardian) hereby grants to the Sponsor, NHLPA, Ventures, NHL and its member clubs, NHL Enterprises Canada, L.P., NHL Enterprises, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC and their respective related NHL entities, Broadcast Party, and their respective parents, affiliates, subsidiaries, successors, assigns, licensees and designees (collectively, "Licensed Parties") a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, edit, delete or display such Story Submission and/or Rally Action, or any portion thereof, including any names, likenesses or information embodied therein, in any and all media now known or hereafter devised including, but not limited to, all forms of television and all forms of internet and wireless protocol without limitation and without any further right of approval, notification or compensation. Each entrant authorizes Licensed Parties to utilize, for eternity and in any manner they see fit, the Story Submission and/or Rally Action

submitted to Sponsor and to make derivative works from such material. Each entrant (and, if an eligible minor, his/her parent or legal guardian) agrees that the results and proceeds of such use shall become the property of the Licensed Parties and shall be freely assignable by Licensed Parties and that the Released Parties shall have no obligations whatsoever to entrant. Licensed Parties are not obligated to use any of the abovementioned information or materials but may do so and may edit such information or materials, at a Licensed Party's sole discretion, without further obligation or compensation.

- **15. PUBLICITY:** In addition, by participating in the Competition, each entrant (and, if an eligible minor, his/her parent or legal guardian) hereby grants permission for the Competition Parties and their respective designees to use entrant's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed, in any manner, throughout the universe, unless prohibited by law.
- **16. LAWS/JURISDICTION:** All applicable federal, provincial, municipal, territorial and local laws, statutes, codes, ordinances, rules and regulations apply, and each entrant (and, if an eligible minor, his/her parent or legal guardian), and the authorized Arena representative, on behalf of the Arena, acknowledges and agrees that he/she or the Arena, as applicable, shall comply with the foregoing.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOLLOWING MAY NOT APPLY TO YOU. By participating in this Competition, participants (and their parents/legal guardians) waive all rights to claim punitive, incidental and consequential damages, legal fees or any damages other than actual out-of-pocket costs incurred to enter.

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 Competition, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, as applicable, without giving effect to any choice of law or conflict of law rules.

- **17. WINNERS' LIST:** For a winners' list, please <u>click here</u>. The winners' list will be posted after winners' confirmation is complete.
- **18. COMPETITION EMAILS:** By participating in the Competition, you agree to receive emails related to the Competition including, but not limited to, a registration confirmation email.
- **19. LANGUAGE DISCREPANCY:** In the event of any discrepancy or inconsistency between the English language version and the French language version of these Official Rules, as applicable, the English version shall prevail, govern, and control.
- **20. SPONSOR / ADMINISTRATOR:** SPONSOR: Kraft Heinz Canada ULC, 95 Moatfield Drive, Toronto, ON M3B 3L6, and ADMINISTRATOR: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.

- **21. PRIVACY:** Sponsor respects your right to privacy. Personal information collected from entrants (including but not limited to names, age, mailing addresses, telephone numbers, and email addresses and content of Story Submissions and Rally Action) will only be used for the purpose of administering this Competition and conducting publicity about this Competition. By entering this Competition, you consent to Sponsors' collection, use, and disclosure of your personal information for these purposes. For a copy of Kraft Heinz's Privacy Promise, please call 1-800-567-KRAFT or visit https://www.kraftcanada.ca/privacypromise.
- **22. YOUTUBE / TWITTER:** The Competition is in no way sponsored, endorsed, or administered by YouTube, LLC, or Twitter, Inc. The owners and operators of YouTube, and Twitter are completely released from all liability by each entrant in this Competition. Any questions, comments or complaints regarding the Competition must be directed to the Sponsor and not to YouTube or Twitter.

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