

## Hyundai Drive Home the Cup™ Contest

### OFFICIAL RULES

#### VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **SPONSOR:** The Hyundai Drive Home the Cup™ Contest (the “**Contest**”) is sponsored and administered by Hyundai Auto Canada Corp., 75 Frontenac Drive, Markham, ON, L3R 6H2 (“**Hyundai**” or “**Sponsor**”).
2. **ELIGIBILITY:** To nominate an individual or group for the prize and become a “**Nominator**”, you must be a current legal resident of Canada who is at least thirteen (13) years old at the time of submitting your nomination, and if you are a minor in your place of residence, you must have the permission of your parent or legal guardian to submit a nomination. Sponsor reserves the right to request proof of such consent at any period during the Contest. A Nominator makes a Submission (as defined below) on behalf of a person (either themselves or someone else), who then becomes a “**Nominee**” if they satisfactorily meet all the requirements as set forth in these Official Rules. The Nominee may be any current legal resident of Canada who is at least thirteen (13) years old, with permission from their parent or legal guardian if they are a minor in their place of residence. Where a Nominee or Nominator has obtained consent from a parent or legal guardian, the parent or legal guardian will need to sign any legal documentation required by the Sponsor during the course of the Contest.

The following restrictions apply to Eligibility:

Employees (including, for clarity, any current or former National Hockey League players), officers, directors, governors, owners, representatives and agents of the Sponsor, any and all Hyundai dealerships, the National Hockey League (“**NHL**”), the NHL member clubs (“**NHL Clubs**”), NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, (all foregoing NHL entities, collectively, the “**NHL Entities**”), and each of their respective parent and affiliate companies, companies that they operate, licensors, advertising and promotional agencies, and prize providers (collectively, the “**Ineligible Entities**”) may nominate other individuals, but are not eligible to be nominated themselves. For clarity, an individual merely volunteering for any of the Ineligible Entities may be nominated, provided that such Nominee does not receive payment or derive any income from any of the Ineligible Entities in connection with such volunteering activity. Members of the aforementioned employees’, officers’, directors’, governors’, owners’, representatives’, and agents’ immediate families, namely spouses, children, siblings and parents, and/or persons living in the same household of such persons (at least three (3) months a year, whether or not related) are eligible to nominate an individual but are not eligible to be nominated. The prize will only be provided to the Nominee who is the subject of the winning Submission (as defined below). For clarity, the prize will be delivered within Canada only. The Contest is subject to all applicable federal, provincial, municipal, territorial, and local laws and regulations and is void where prohibited.

Participation in the Contest constitutes Nominator’s and Nominee’s (or if a minor, Nominator’s or Nominee’s parent’s/legal guardian’s) full and unconditional agreement to

these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

3. **TIMING:** The Contest begins at 9:00 a.m. Eastern Time ("ET") on March 28, 2024, ends when the Prize Winner (as defined below) is announced in April 2024 (the "**Contest Period**") and consists of the phases (each, a "**Phase**") as set forth in the chart below. Sponsor's computer is the official Contest clock.

Phase	Start Date	End Date
Submission	March 28, 2024 9:00 a.m. ET	April 12, 2024 11:59 p.m. ET
Judging to Select Winning Nominee; Notification/Clearance of Prize Winner	April 15, 2024	April 19, 2024
Winner Announcement	April 22, 2024	
Fulfilment	May 2024 To Be Determined	

4. **HOW TO ENTER:** To nominate an individual or group during the Submission phase set out above, visit [www.HyundaiDriveHometheCup.ca](http://www.HyundaiDriveHometheCup.ca) (the "**Contest Website**") and provide the following information to complete the nomination form as applicable (each a "**Submission**"):

- a) If you are nominating an individual: your First and Last Name, Email Address, Phone Number, City, Province and Postal Code along with your Nominee's First and Last Name, Email Address, Phone Number, City, Province and Postal Code, along with a written essay of five hundred (500) words or less or video (up to two minutes in mp4, mov, or wmv format) describing how the Nominee is a driver of hockey in Canada and why they deserve a visit with the Stanley Cup® for a day; or
- b) if you are nominating a group: your First and Last Name, Email Address, Phone Number, City, Province and Postal Code along with your Nominee's lead representative's First and Last Name, Group Name, Email Address, Phone Number, City, Province and Postal Code, along with a written essay of five hundred (500) words or less or video (up to two minutes in mp4, mov, or wmv format) describing how the Nominee is a driver of hockey in Canada and why they deserve a visit with the Stanley Cup® for a day; and

check the box that confirms that you have read and agree to abide by the Official Rules and that you have permission of the Nominee (or if a minor, their parent/legal guardian) to include them in your Submission.

NOTE: For Nominators using a mobile device to participate in any aspect of this Contest, message and data rates may apply. Check with your wireless service provider for details on any applicable charges. Nominators are solely responsible for any such wireless charges.

**Submission Guidelines:** Each Submission must:

- (i) include the required essay or video;
- (ii) be the Nominator's original work;
- (iii) be in English or French; and
- (iv) have the permission of the Nominee (or if nominating a minor, the permission of their parent/legal guardian) to have the Nominee's name and associated information entered into the Contest;

Non-compliant Submissions will not be considered. Eligible Submissions must display content consistent with nominating an individual or group who you think is the ideal person or group to win a visit with the Stanley Cup® for a day and may not:

- (i) contain materials embodying the first or last names or likeness identifying any person, living or dead, without permission;
- (ii) be indecent, obscene, hateful, offensive, tortious, defamatory, or libelous;
- (iii) contain material that violates, infringes or otherwise misappropriates the rights of any third party (including trademark rights, copyrights, and rights of publicity);
- (iv) improperly or incorrectly suggest, through the use of Hyundai, NHL or NHL Club trademarks or any other means, that Sponsor, the NHL or any NHL Clubs endorse, sponsor, or are affiliated with any Nominee, Nominator or any third party;
- (v) disparage or demean Sponsor or any of the other Ineligible Entities or any employee (including, for clarity, any current or former NHL® player), officer, director, or owner of any of the foregoing, any other person or entity affiliated with the Contest (including any employee, officer, director or owner of such affiliated entity);
- (vi) promote alcohol, drugs, tobacco, violence, or firearms/weapons (or the use of any of the foregoing);
- (vii) contain any personally-identifiable identification (other than Nominator's or Nominee's name and associated information as requested by this Contest) such as license plate numbers, email addresses or street addresses; or
- (viii) contain material that is unlawful in any way.

Any Submission that violates any of the foregoing restrictions, in the Sponsor's sole discretion, shall be void and will not be considered in the Contest. By making a Submission,

Nominator represents that he/she has obtained all necessary permissions to feature any identifiable third parties including, for clarity, the Nominee that is the subject of the Submission including such Nominee's contact information which will be requested if the respective Nominee is selected as the potential winning Nominee. In the case of minors, any necessary permissions should be obtained from a parent or legal guardian. If requested, Nominator must be able to provide such permissions in a form acceptable to Sponsor. Sponsor reserves the right to remove and/or disqualify any Submissions that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Released Parties (as defined in Section 9 below) are not responsible for lost, late, stolen, incomplete, inaccurate, invalid, un-intelligible, garbled, delayed or misdirected Submissions, all of which will be void. Uploading a Submission also constitutes Nominator's understanding and consent for Sponsor to share the Submission with the NHL and the other respective members of the Judging Panel (as defined below) for evaluation and scoring of the respective Submission. **Sponsor reserves in accordance with Section 10 of these Contest Rules the right to post (or to not post) any Submission onto any Contest-related gallery. The posting of any Submission has no bearing on the winning status of any respective Nominee. The Sponsors reserve the right to remove any Submission from the Contest Website at any time, for whatever reason, including subsequent determination that a Submission does not comply with these Official Rules.**

Limit: There is no limit to the number of individuals that a Nominator can nominate, but any Nominator may only nominate the same individual or group once. Nominators are not permitted to share the same email address. Any attempt by any Nominator to submit more than one (1) nomination for the same individual or group by using multiple email addresses, identities, registrations and logins, or any other methods may void all of that Nominator's Submissions. Use of any automated system to participate is prohibited and will result in disqualification. Only eligible Submissions uploaded through the Contest Website will be accepted. All Submissions become the property of Sponsor and Sponsor is not obligated to acknowledge or respond to any Submission.

- c) **JUDGING TO SELECT THE POTENTIAL WINNING NOMINEE:** Once the Submission phase has ended, Sponsor and NHL representatives (together, the "**Judging Panel**"), will judge and score each Submission based on:

<b>(ix) Originality: Uniqueness, novelty and authenticity</b>	<b>60%</b>
<b>(x) Relevance: Connection, significance to hockey</b>	<b>25%</b>
<b>(xi) Persuasiveness and clarity of expression</b>	<b>15%</b>

The Nominee associated with the highest score (subject to verification of eligibility, compliance with the terms of these Official Rules, and completion of the required documents as further described below) will be deemed the potential winning Nominee. In the event of a tie, an additional "tie-breaking" judge will determine the potential winning Nominee based on the criteria listed herein. Decisions of the Sponsor are final and binding on all matters relating to this Contest.

**Odds of Winning:** The odds of winning the prize depend upon the number of eligible Submissions received and the judging criteria.

- d) **DETERMINING AND NOTIFYING NOMINATOR/POTENTIAL WINNING NOMINEE:** Following the Judging phase, the Nominator associated with the selected potential winning Nominee (or their parent/legal guardian (if applicable)) will be notified by telephone and/or email by a Sponsor representative (as designated by Sponsor) using the information provided with their Submission no later than April 22<sup>nd</sup>, 2024. The Nominator will be required to respond to Sponsor by the deadline provided on the notification and to provide the contact information of the respective Nominee submitted into the Contest. The Nominator (or if the Nominator is a minor, their parent/legal guardian) will then be required to complete a Declaration and Release Form (except where prohibited by law). Once the Nominator has provided the contact information for the respective Nominee (or if a minor, their parent/legal guardian), the selected potential winning Nominee will be contacted by a Sponsor representative (as designated by Sponsor) and will be required to complete (or if a minor, their parent/legal guardian will be required to complete), to the extent permitted by law, and return to Sponsor by the deadline provided on the notification, a Publicity and Liability Release that provides, among other things, the selected potential winning Nominee's consent to participate in, and cooperate with Sponsor in the creation and development of, any potential content (including videos and other media) to support, advertise, and/or promote the Contest, and their agreement to participate in, and be filmed, photographed, or otherwise recorded prior to, at, or otherwise in connection with, any prize announcement or presentation (the "**Release Forms**"). All Release Forms must be received by Sponsor by the date provided in the respective notifications. Subject to the next sentence, once the selected Nominee (or if a minor, their parent/legal guardian) has completed and submitted the Release Forms, the selected potential winning Nominee (or if a minor, their parent/legal guardian on their behalf) will become the "**Prize Winner**". If the selected Nominee or Nominator (a) cannot be contacted after two (2) attempts, (b) fails to respond and/or to provide any of the requested Release Forms within the required time period, (c) is otherwise in non-compliance with these Official Rules, or (d) declines to or cannot accept the prize as applicable to the Nominee (as described below), or the Nominee will be disqualified and will no longer be eligible for a chance to win the prize. In the event that the selected Nominee is disqualified for any reason, the Sponsor, in its sole discretion, may select an alternate Nominee whose Submission has the next highest score based on the judging criteria, time permitting.
- e) **CONFIDENTIALITY:** Any selected Nominee and their associated Nominator shall not disclose and shall refrain from communicating (either privately or publicly via social media or otherwise) any information whatsoever related to the results of the Contest until after the announcement (virtual, live, broadcast or otherwise) of the Prize Winner has taken place. Nominee and associated Nominator may be required to sign related documentation accordingly.
- f) **PRIZING:** There is one (1) prize available in this Contest that will be awarded to one (1) Prize Winner, consisting of a visit for up to four (4) hours with the Stanley Cup® and a Stanley Cup® Championship-winning alumnus (the prize is approximately \$1000 CAD in value). Awarding the prize is subject to the NHL providing access to the Stanley Cup®. If access is not granted by the NHL, the prize will be forfeited and no prize will be awarded. In the event the Prize Winner is a minor, the minor Prize Winner must be accompanied by their parent/legal guardian during the entirety of the visit. Sponsor will coordinate the Stanley Cup® visit following the Prize Winner announcement. All details, including date and location of visit (which for clarity, will take place in Canada) and

other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. Actual value of the prize may be lower or higher at the time of fulfillment, and any difference between actual value and the stated approximate value as stated in this Section will not be awarded. Sponsor is not responsible if any element of the prize is delayed, postponed or cancelled for any reason and is only required to make reasonable efforts to accommodate the Prize Winner's availability in setting a time or times to fulfill the prize. Prize is non-transferable, non-refundable, and no substitution or cash redemption will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right, for whatever reason, to substitute any prize (or any component thereof) for one (1) of equal or greater value. Prize Winner must be able to accept the prize as presented or the prize will be forfeited. In the event the selected Nominee cannot accept the prize in its entirety, an alternate Nominee may be selected as the Prize Winner in Sponsor's sole discretion.

- g) **RELEASE; INDEMNIFICATION; DISCLAIMER OF WARRANTY:** By participating in the Contest, all Nominators and Nominees (or if minors, their parent/legal guardians) agree to forever and irrevocably release and hold harmless each of the Ineligible Entities, and each of their respective officers, directors, governors, members, partners, partnerships, principals, owners, employees, volunteers, representatives, agents, affiliates (past, present and future), related entities, successors and assigns (collectively, the "**Released Parties**"), from any and all liability for any loss, harm, damage, injury, cost or expense of any nature whatsoever (including attorneys' fees) (collectively, "**Losses**") which may occur in connection with (a) the Contest or any element thereof, including entry or participation therein, (b) delivery, possession, acceptance and/or use or misuse of any prize, or component thereof, or (c) participation in any Contest-related activity or prize-related activity, including without limitation in each case any Losses that may be caused or contributed to by (1) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties, or any of their independent contractors or any other person or entity not an employee of any of the Released Parties, or (2) any other cause, condition or event whatsoever beyond the control of any of the Released Parties. In addition, by participating in this Contest, each Nominator and Nominee (or if a minor, Nominator's or Nominee's parent/legal guardian) agrees to indemnify and hold harmless the Released Parties from and against any and all damages, losses, costs and expenses (including amounts paid in settlement and reasonable attorneys' fees) incurred by any of the Released Parties in connection with any third-party claim, demand, liability, suit, proceeding or action arising out of or resulting from (i) breach or alleged breach of any representations, warranties or agreements of Nominator or Nominee (as applicable) hereunder, or (ii) Nominee's possession, use or misuse of the prize or component thereof. Each Nominator or Nominee (as applicable) hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any components thereof and that, except as prohibited by applicable law, the prize is provided "as is" without warranty of any kind, either express or implied. Released Parties hereby disclaim all such warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement.
- h) **PUBLICITY:** Except where legally prohibited, participation in the Contest and/or acceptance of the prize constitutes Nominators' (or if minors, Nominators' parent/legal

guardian's) and, pursuant to signed releases, Nominees' (or if minors, respective Nominees' parent/legal guardian's) agreement and consent to Hyundai's, the NHL Entities', and their respective partners', affiliates', agents' or affiliated third parties' use of the Nominator's and respective Nominee's names, likenesses, photographs, voices, opinions and/or hometowns & provinces, and/or Submissions for promotional purposes in any media now known or hereafter devised, worldwide, without further payment or consideration, notice, review or approval. Providing a Submission constitutes Nominator's consent to give Sponsor, the other NHL Entities (and their respective designees), their successors, assigns and licensees, a royalty-free, irrevocable, perpetual non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display in whole or in part, the Submission, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes without further compensation or approval. Such consent includes, among other things, consent for the Sponsor and the NHL Entities (and their respective designees) to display Nominator's Submission in a public gallery to promote the Contest, consent for the Sponsor and the NHL Entities (and their respective designees) to capture and display footage, photographs, or other recordings featuring the Submission prior to, at, or otherwise in connection with, any prize announcement or presentation virtual, live, broadcast or otherwise, and consent for the Sponsor and the NHL Entities (and their respective designees) to incorporate the Submissions in other content (including videos and other media) to support, advertise, and/or promote current and future iterations of the Contest. If requested, Nominator will sign, and will cause his/her respective Nominee (or if a minor, his/her parent or legal guardian) to sign, any documentation required for Sponsor and the NHL Entities (and their respective designees) or their successors, assigns and licensees to make use of the non-exclusive rights Nominator is granting to use the Submission.

- i) **GENERAL CONDITIONS:** All decisions of Sponsor in connection with this Contest shall be binding and final in all respects. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Contest, if intervening circumstances warrant, within Sponsor's sole discretion, due to any fraud, virus or other technical problem which corrupts the administration, security, or proper entry into the Contest, or for any other reason. In such event, Sponsor reserves the right to award the prize from among the eligible Submissions received up to the time of the termination, cancellation, suspension and/or modification. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Submission process or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. 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, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term or provision of these Official Rules shall not constitute a waiver of that term or provision. This Contest is in no way sponsored or administered by any of the other Ineligible Entities except for Sponsor.
- j) **LIMITATIONS OF LIABILITY:** Without limiting anything set forth above in these Official Rules, Released Parties shall not have any obligation, responsibility or liability, including any obligation or responsibility to provide the prize to any Nominee, with regard to: (a) Submissions entered through the use of any robotic or automated device/computer program or any other non-human mechanism, entity, or device; (b)

Submissions that are geographically misassigned or in excess of the stated Submission limit; (c) Submissions that are illegible, late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, altered or otherwise not in compliance with or in violation of these Official Rules, whether caused by any equipment or programming associated with or utilized in the Contest or any other reason beyond Released Parties' control; (d) any technical or human error which may occur in the creation, submission, assignment or processing of Submissions in the Contest, including any technical or human error in connection with any social media platforms, Contest Website and/or the hosting thereof; (e) Submissions, prize claims or notifications that are not received by the intended recipient due to transmission, technical, computer or human failures or error of any kind, including any Submissions, prize claims or notifications that are delayed, misdirected, or undelivered as a result of any failure or problem with the availability, functionality, operability or use of any network, server, ISP, website (including the Contest Website), computer, internet connection, hand-held mobile device, social media platform, or any other equipment or connection used in connection with the Contest; (f) changes in a Nominator's or Nominee's (or if a minor, their parent/legal guardian's) information which affects the ability to contact such Nominator or Nominee (or where applicable, their parent/legal guardian); (g) typographical errors in Contest promotional material; (h) cancellations and/or delays or any change by any company or any other persons providing any of components of the prize due to reasons beyond the control of any of the Released Parties; (i) any interruptions/postponement/cancellation of the Contest; (j) human error; incorrect or inaccurate transcription of Submission information; (k) any technical malfunctions of the computer on-line system, computer dating mechanism, computer equipment, software, any social media platform, or internet service provider utilized by any of the Released Parties or by Nominator; (l) interruption or inability to access the Contest, any Contest-related Web pages (including the Contest Website), any social media platform, or any on-line service via the Internet due to hardware or software compatibility problems; (m) any damage to Nominator's or Nominee's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest; (n) any lost/delayed data transmissions, omissions, interruptions, defects; and/or (o) any other errors or malfunctions, even if caused by the negligence of any one or more of the Released Parties.

- k) **DISPUTES:** Any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved exclusively by the courts of the Province of Ontario, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Nominators, the Nominees and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada and the laws of Canada applicable therein without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario. Applicable to all Nominators: Except where prohibited by law, all Nominators and Nominees (or if minors, their parents/legal guardians) agree that (i) any and all such disputes, claims, and causes of action shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; (iii) under no circumstances will Nominators or Nominees (or if minors, their



parents/legal guardians) be permitted to obtain awards for, and Nominators or Nominees (or if minors, their parents/legal guardians) hereby waive all rights to claim, indirect, punitive, incidental, consequential and/or any other damages, other than actual out-of-pocket expenses; (iv) they waive any and all rights to have damages multiplied or otherwise increased; (v) they irrevocably consent to the personal jurisdiction of the aforesaid courts, as applicable to each such Nominator or Nominee, and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have; and (vi) if any provision of these Official Rules is declared invalid or unenforceable, such provision will be deemed modified to the extent necessary and possible to render it valid and enforceable, and that in any event, the unenforceability or invalidity of any provision will not affect any other provision of these Official Rules, and these Official Rules will continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as described above, as the case may be.

- l) **PRIVACY:** Information collected from Nominators will be used by Sponsor (including, for clarity, to disclose to the Judging Panel, in connection with its administration and promotion of this Contest, including to notify Nominators and Nominees, verify and confirm Nominator and Nominees, and fulfill the prize, and for publicity purposes in accordance with (and as authorized by) these Official Rules. Information collected from Nominators is otherwise subject to and may be used and shared by Sponsor in accordance with Sponsor's Privacy Policy found available at: <https://www.hyundaicanada.com/en/about/privacy-notice>. Nominators are advised that personal information collected may be stored on servers located in the United States and may be accessible to U.S. law enforcement, courts and other governmental institutions pursuant to the laws of the United States.

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