

NHL® Flowment Faceoff Sweepstakes presented by Great Clips

OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The NHL® Flowment Faceoff Sweepstakes presented by Great Clips (the “**Sweepstakes**”) is sponsored by NHL Interactive CyberEnterprises, LLC, One Manhattan West, 395 Ninth Avenue, New York, NY 10001 (“**Sponsor**”).

OVERVIEW:

During the Sweepstakes Period (as further described below) entrants can participate by voting for their choice of the NHL® player with the best hair moment of the 2024 NHL® All-Star red carpet as featured on the Sweepstakes website. Entrants who participate by voting in at least one (1) round during the Sweepstakes Period (or as further described below) and completing the entry form will be entered into the Sweepstakes for a chance to win a Prize (as further described in Section 5).

1. SWEEPSTAKES PERIOD: The Sweepstakes starts at 12:00 p.m. Eastern Time (“**ET**”) on March 1, 2024 and ends at 11:59:59 p.m. ET on March 23, 2024 (the “**Sweepstakes Period**”). Within the Sweepstakes Period, there are four (4) rounds as follows: Round 1 which starts at 12:00 a.m. ET on March 1, 2024 and ends at 11:59:59 p.m. ET on March 8, 2024; Round 2 which starts 12:00 a.m. ET on March 9, 2024 and ends at 11:59:59 p.m. ET on March 13, 2024; Round 3 which starts at 12:00 a.m. ET on March 14, 2024 and ends at 11:59:59 p.m. ET on March 18, 2024; and the Championship round which starts at 12:00 a.m. ET on March 19, 2024 and ends at 11:59:59 p.m. on March 23, 2024. Sponsor’s computer is the official Sweepstakes clock.

2. ELIGIBILITY: The Sweepstakes is open only to current legal residents of the fifty (50) United States (including the District of Columbia) or Canada who have reached the age of majority in their state/province/territory of legal residence at the time of entry (each such eligible entrant, an “**Entrant**”). Employees, officers, directors, representatives, and agents of the Sponsor, the National Hockey League (“**NHL**”), the NHL’s member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Network US, L.P. (all foregoing entities including Sponsor, the “**NHL Entities**”), Wit Labs, Inc, Great Clips, Inc., and each of their respective parent and affiliate companies, licensors, and prize providers (collectively, the “**Ineligible Entities**”) as well as members of such employees’, officers’, directors’, 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 not eligible to enter this Sweepstakes. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations and is void where prohibited.

Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes.

Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. HOW TO ENTER: No purchase necessary. During the Sweepstakes Period, an eligible Entrant may participate by visiting nhl.com/FlowmentFaceoff and following the instructions to (i) complete the entry form as instructed, (ii) confirm that they have read and agree to the Official Rules, and (iii) submit their vote in any round for the NHL® player in the featured match up who they think had the best hair moment of 2024 NHL® All-Star red carpet as featured on the Sweepstakes website. Upon submitting a valid vote, Entrant will receive one (1) entry into the Sweepstakes (each, an “**Entry**” and collectively, the “**Entries**”). Please note that if an Entrant votes in more than one (1) round, such Entrant will still only receive one (1) Entry in the Sweepstakes.

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

Released Parties (as defined in Section 7, below) are not responsible for lost, late, stolen, incomplete, inaccurate, invalid, un-intelligible, garbled, delayed or misdirected Entries, all of which will be void.

Limit: ONE (1) ENTRY PER PERSON DURING THE SWEEPSTAKES PERIOD, REGARDLESS OF NUMBER OF VOTES SUBMITTED. No person may register/enter more than once by using different email addresses and no email addresses can be used to submit more than one (1) Entry. Proof of submitting an Entry will not be deemed by Sponsor as proof of receipt or entry into the Sweepstakes. Any attempted form of entry into the Sweepstakes other than as described herein is void and will be disqualified. Entries from the same person and/or email address in excess of the number stated herein will be disqualified. Any attempt by an Entrant to use multiple email accounts will result in disqualification. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all Entries by that Entrant. Entries that are incomplete, late, garbled or corrupted are void and will not be accepted. All Entries become the property of Sponsor upon receipt and will not be acknowledged or returned. **While more than one (1) vote may be submitted during the Sweepstakes Period, voting more than one (1) time will not result in any additional Entries being earned. For clarity, the first time an Entrant votes will serve as the Entrant’s Entry into the Sweepstakes.**

4. RANDOM DRAWING: At 1:00 p.m. ET on March 25, 2024, at the NHL Corporate Office at One Manhattan West, New York, NY (or at an authorized remote NHL location if circumstances warrant), a Sponsor representative will randomly select ten (10) potential prize winners (each, a “**Prize Winner**”) from among all eligible Entries received during the Sweepstakes Period. In the event that there are no eligible Entries, the Prizes (as described below) will not be awarded.

5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”) AND ODDS OF WINNING:

Ten (10) prizes (each, a “**Prize**”) will be awarded. Each prize will consist of a \$100 USD Great Clips Gift Card; ARV: \$100.00 USD each. The total ARV of all Prizes in this Sweepstakes is \$1000.00 USD. **Limit one (1) Prize per person.**

Terms and conditions of gift card apply. Sponsor to deliver Prize directly to each Prize Winner via email approximately two (2) weeks following Prize Winner verification (in accordance with

Section 6 below). In accepting the Prize, the Prize Winner is responsible for all federal, state/provincial, county, local and all other taxes (including income and withholding) imposed on or asserted in connection with the Prize and costs and expenses not specifically listed above as part of the Prize.

All details and other restrictions of Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. 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 the Prize (or any component thereof) for one (1) of equal or greater value. Prize Winner must be able to accept Prize as awarded or Prize will be forfeited in its entirety and an alternate winner may be selected in Sponsor's sole discretion.

Odds of Winning: The odds of winning a Prize depend upon the number of eligible Entries received during the Sweepstakes Period.

6. WINNER NOTIFICATION: On March 25, 2024, each potential Prize Winner will be notified by a Sponsor representative via email using the email address provided at time of Entry. Each potential Prize Winner will be required to respond to Sponsor within forty-eight (48) hours of notification. Each potential Prize Winner will then be required to complete an Affidavit of Eligibility, Publicity Release (except where prohibited by law) and Liability Waiver along with a W9 or W8 tax form (if applicable) (together, the **"Release Forms"**), all of which must be received by Sponsor by the date and time provided in the notification in order to claim their Prize. A potential Prize Winner, if Canadian, will also be required to correctly answer a skill-testing question without any assistance of any kind in order to be eligible to receive their Prize. If a potential Prize Winner cannot (a) be contacted after two (2) attempts, (b) fails to respond and/or provide any of the Release Forms within the required time period, (c) does not correctly answer the skill-testing question (if applicable), (d) is otherwise in non-compliance with these Official Rules, or (e) declines to or cannot accept the Prize to be awarded, the potential Prize Winner will not be confirmed and will forfeit their Prize, after which the applicable Prize will remain un-awarded. Subject to verification of eligibility and compliance with these Official Rules, the potential Prize Winners will be declared the official Prize Winners of the Sweepstakes.

7. RELEASE; INDEMNIFICATION; DISCLAIMER OF WARRANTY: By participating in the Sweepstakes, all Entrants agree to forever and irrevocably release and hold harmless each of the Ineligible Entities, any respective social media platforms featuring the Sweepstakes 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 Sweepstakes 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 Sweepstakes-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 Sweepstakes, each Entrant 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 Entrant hereunder, or (ii) Entrant's possession, use or misuse of the Prize or component thereof. Each Entrant 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 to the extent 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.

8. PUBLICITY: Except where legally prohibited, participation in the Sweepstakes and acceptance of a Prize constitutes the Prize Winner's agreement and consent to Sponsor's and its affiliates', agents' or affiliated third parties' use of Prize Winner's name, likeness, photograph, voice, opinions and/or hometown & state/province, for promotional purposes in any media now known or hereafter devised, worldwide, without further payment or consideration, notice, review or approval.

9. GENERAL CONDITIONS: All decisions of Sponsor in connection with this Sweepstakes shall be binding and final in all respects. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Sweepstakes 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 Sweepstakes, or for any other reason. In such event, Sponsor reserves the right to award the Prizes from among the eligible Entries 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 entry process or the operation of the Sweepstakes or to be 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 Sweepstakes 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. In case of dispute as to the owner of an Entry, the Entry will be deemed to have been submitted by the authorized account holder of the email address from which the Entry is made. The "**authorized account holder**" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. The potential Prize Winner may be requested to provide the Sponsor or its designees with proof that the potential Prize Winner is the authorized account holder of the email address associated with a winning entry. If a dispute cannot be resolved, the Entry will be deemed ineligible, and an alternate potential Prize Winner may be selected in Sponsor's sole discretion in accordance with Section 6 above). This Sweepstakes is in no way sponsored or administered by any of the other Ineligible Entities except for Sponsor. Any questions, comments, or complaints regarding the Sweepstakes should be directed to the Sponsor.

10. LIMITATIONS OF LIABILITY: Without limiting anything set forth in Section 7 or Section 9 of these Official Rules, Released Parties shall not have any obligation, responsibility or liability, including any obligation or responsibility to award a Prize to any Entrant, with regard to: (a) Entries submitted through the use of any robotic or automated device/computer program or any

other non-human mechanism, entity, or device; (b) Entries in excess of the stated entry limit; (c) Entries 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 Sweepstakes 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 Entries in the Sweepstakes, including any technical or human error in connection with the Sweepstakes website, any applicable social media website, and/or the hosting of either of the foregoing; (e) Entries, 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 Entries, 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 Sweepstakes website or the respective social media website, if applicable), computer, internet connection, hand-held mobile device or any other equipment or connection used in connection with the Sweepstakes; (f) changes in an Entrant's Entry information which affects the ability to contact such Entrant; (g) typographical errors in Sweepstakes promotional material; (h) cancellations and/or delays or any change by any company or any other persons providing any components of any Prize due to reasons beyond the control of any of the Released Parties; (i) any interruptions/postponement/cancellation of Sweepstakes; (j) human error; incorrect or inaccurate transcription of Entry information; (k) any technical malfunctions of the computer on-line system, computer dating mechanism, computer equipment, software, or internet service provider utilized by any of the Released Parties or by Entrant; (l) interruption or inability to access the Sweepstakes, any Sweepstakes-related web pages, or any on-line service via the Internet due to hardware or software compatibility problems; (m) any damage to Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes; (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.

11. DISPUTES: With regard to United States (including District of Columbia) Entrants, any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or a Prize awarded shall be resolved exclusively by the United States District Court for the Southern District of New York, U.S.A. or the appropriate New York State Court located in New York County, New York, U.S.A., and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New York, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York, U.S.A. With regard to Canadian Entrants, any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or a 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 Entrants and Sponsor in connection with the Sweepstakes, 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 Entrants: Except where prohibited by law, Entrants 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 Sweepstakes, but in no event attorneys' fees; (iii) under no circumstances will Entrants be permitted to obtain awards for, and Entrants 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 Entrant, 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.

12. PRIVACY: Information collected from Entrants is subject to Sponsor's Privacy Policy at <http://www.nhl.com/info/privacy-policy>. Personal information will be used by Sponsor in connection with the administration of this Sweepstakes, including to notify Entrants, verify and confirm the winner and award prize, and as otherwise described in Sponsor's Privacy Policy at <http://www.nhl.com/info/privacy-policy>. With your consent or as otherwise permitted by applicable law, we may also use and share your information to provide you with news and offers about NHL, its member clubs and business partners. There is no cost to subscribe to receiving marketing materials and you may unsubscribe from receiving marketing materials at any time without impacting your chances of winning in this Sweepstakes. Canadian Entrants are advised that personal information collected will 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.

13. WINNERS LIST: For the name of the Prize Winner, send a self-addressed, stamped envelope to "Winners List, NHL Flowment Faceoff pres. by Great Clips", One Manhattan West, 395 Ninth Avenue, Fan Engagement-24th Floor, NY, NY 10001. Residents of VT and Canada may omit return postage. Winners List requests must be received no later than May 25, 2024.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with any social media platform. You understand that you are providing your information to the Sponsor and all inquiries regarding the Sweepstakes should be directed to Sponsor.

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