

DRIVE FOR THE DEVILS PRESENTED BY BMW SWEEPSTAKES

Important: Please read these Official Rules before entering this Sweepstakes (the “Sweepstakes”).
By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

Sweepstakes void where prohibited by law. Subject to applicable federal, state, and local laws. This Sweepstakes is powered by Wit Labs, Inc. (“*Wit*”) on behalf of Sponsor, and is administered via the Wit platform (the “*Platform*”). For the avoidance of doubt, Wit provides the Platform for the Sweepstakes, but is not the sponsor for the Sweepstakes.

1. **Eligibility:** The Sweepstakes is open only to legal residents of New Jersey who are at least 18 years old (or the age of majority in their jurisdiction of residence, whichever is older) at the time of entry.

Directors, officers, members, managers, and employees of the New Jersey Devils LLC, Devils Entertainment Arena LLC, The Prudential Center (collectively, “*DAE*” or “*Sponsor*”), BMW of North America, LLC (the “*Presenting Partner*”), the National Hockey League and its member teams, and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of each are not eligible to win any prize. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below.

2. **Sweepstakes Period:** The Sweepstakes starts at 11:00 A.M. Eastern Time (ET) on January 5, 2026 and ends at 11:59 P.M. on January 31, 2026 (the “*Sweepstakes Period*”). All entries must be received during the Sweepstakes Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Sweepstakes.

3. **How to Enter:** To enter, during the Sweepstakes Period visit newjerseydevils.com/devilsdrive and follow the instructions to enter the Sweepstakes. Upon completion of these steps, you will receive one entry into the Sweepstakes. Limit one entry per person during Sweepstakes Period. Any attempts to obtain additional entries, including through multiple or duplicate accounts will result in disqualification.

FREE METHOD OF ENTRY. In addition to entering the Sweepstakes via the above method, entrants may also enter the Sweepstakes by mailing in a 3x5 index card listing the entrant’s first name and last name to Devils Arena Entertainment LLC, 25 Lafayette Street, Newark, NJ 07102. Index cards must be received by 12:00 pm ET on Wednesday, February 4, 2026.

Limit one entry per person during Sweepstakes Period. For any entrants that submit an entry through the Free Method of Entry described above in addition to entering through the URL listed above, the Free Method of Entry and the entry through the URL shall count as one entry. Any attempts to obtain additional entries, including through multiple or duplicate accounts will result in disqualification.

If participating in this Sweepstakes via your mobile device (which service may only be available via select devices and participating wireless carriers and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider’s data plan. Normal airtime and carrier

charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Wireless carrier rates vary, so you should contact your wireless carrier for information on your specific data plan.

4. **Identity of Entrant:** All entries must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor's discretion.

In the event of a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address submitted with the entry. An "**authorized account holder**" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.

5. **Selection and Notification of Winner:** On or about February 5, 2026 Sponsor will select the name of one potential winner of the prize in a random drawing from among all eligible entries at Sponsor's headquarters as listed in Section 15 below. The odds of winning depend on the number of eligible entries received.

The potential winner will be notified via email on or about February 5, 2026. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, as specified by Sponsor, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address or the potential winner does not respond within 72 hours; (ii) any required documents are not returned as specified by Sponsor, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. Only five alternate drawings will be held for the prize, after which the remaining prizes will not be awarded. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prizes available.

Verification of Potential Winner: THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

6. **Prize:** One winner will receive two tickets to a mutually agreed upon Devils game during the 2025-26 season and round-trip transportation from the winner's place of residence to Prudential Center and back following the game. Approximate Retail Value ("**ARV**") of the prize: \$800.

Exact seating location and game shall be determined by DAE in its sole discretion. Winner's use of the prize shall be subject to additional ticketing terms and conditions found on <https://www.nhl.com/devils/team/devils-membership-terms-conditions> or such other website as made known to the winner by DAE (the "**Ticket Terms and Conditions**"). The Ticket Terms and Conditions shall be subject to change from time-to-time without prior notice to the winner. Notwithstanding anything contained herein or the Ticket Terms and Conditions to the contrary, the winner shall not receive any replacement, substitute, or alternative prize (including tickets) in the event the applicable New Jersey Devils home game is not held at the Prudential Center for any reason.

Winners and permitted guest of winner hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any travel associated with the prize.

Winners and permitted guest of winner must comply with all venue rules and regulations, including, without limitation, policies and procedures relating to COVID-19 (e.g., testing, social distancing, limited capacity, and face masks). Failure to do so, including, without limitation, failure to complete any required COVID-19 test, will result in forfeiture of the prize. Sponsor and venue reserve the right to remove or deny entry to the winner and his/her guest who fail to comply with all venue rules and regulations, including, without limitation, policies and procedures relating to COVID-19 (e.g., testing, social distancing, limited capacity, and face masks), engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the event.

If any portion of the prize or any other activity or event is unable to take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, lockout, labor dispute, strike, or inclement weather, and no other additional compensation or substitution will be provided.

7. **Prize Restrictions:** ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in the Sweepstakes.

Except for applicable manufacturer's standard warranties, the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

8. **Disclaimer:** Sponsor, and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties' reasonable control; (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.

9. **Limitations of Liability; Releases:** By entering the Sweepstakes, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

ENTRANTS AGREE TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE AND HOLD HARMLESS THE SPONSOR AND ADMINISTRATOR FROM ANY SUCH CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION FROM ANY DAMAGE, INJURY, DEATH, LOSS OR OTHER LIABILITY EITHER AT LAW OR EQUITY WHETHER KNOWN OR UNKNOWN, ASSERTED OR NOT ASSERTED THAT MAY ARISE FROM OR IN ANY WAY RELATE TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR THE AWARDING, ACCEPTANCE, USE OR MISUSE OF ANY PRIZE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

10. **Use of Use of Winner's Name, Likeness, etc.:** To the fullest extent permitted by applicable law, entry into the Sweepstakes constitutes permission to use your name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Sweepstakes, you consent to being contacted by Sponsor for any purpose, including marketing and promotional purposes.

11. **Privacy:** See Sponsor's Privacy Policy at <https://www.nhl.com/devils/team/privacy-policy>. See Presenting Partner's Privacy Policies at <https://www.bmw.com/en/footer/legal-notice.html> and see Platform's Privacy Policy at <https://witcontests.com/terms>. By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information solely for the purpose of administration and prize fulfillment, including use in a publicly available winners list.

12. **Winner List; Rules Request:** For a copy of the winner list, send a stamped, self-addressed, business-size envelope for arrival after February 5, 2026 and before February 5, 2027 to the address listed in Section 15 below, Attn: Drive for the Devils Sweepstakes. To obtain a copy of these Official Rules, visit newjerseydevils.com/devilsdrive or send a stamped, self-addressed business-size envelope to the address listed in Section 15 below, Attn: Drive for the Devils Sweepstakes. VT residents may omit return postage.

13. **Intellectual Property Notice:** All Devils-related trademarks are trademarks of Devils Arena Entertainment LLC ("DAE"). The Sweepstakes and all accompanying materials are copyright © 2025 by DAE. All rights reserved.

14. **Disputes:** EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY-CAMDEN OR THE APPROPRIATE STATE COURT LOCATED IN CAMDEN COUNTY, NEW JERSEY. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

15. **General Conditions:** Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Sweepstakes, or Sponsor otherwise becomes (in its discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Sweepstakes, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Sweepstakes. Any attempt by an entrant or other individual to deliberately damage any website associated with this Sweepstakes or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law and Sponsor reserves the right to prosecute and seek damages from any such person to the fullest extent permitted by applicable law. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting.

16. **Sponsor:** Devils Arena Entertainment LLC, 25 Lafayette Street, Newark, NJ 07102; Presenting Partner: BMW of North America LLC, 300 Chestnut Ridge Road, Woodcliff Lake, NJ 07677

DRIVE FOR THE DEVILS SWEEPSTAKES PRESENTED BY BMW SWEEPSTAKES

AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY

I, _____, hereby duly sworn say:

My address is (residential street address - no PO Box will be accepted):

Street: _____

City: _____

State: _____

Zip Code: _____

My phone numbers are: Home: (____) _____ Cell: (____) _____ Work: (____) _____

My Email Address is: _____.

My social security number is _____ - _____ - _____.

prize: The Winner will receive two tickets to a mutually agreed upon Devils game during the 2025-26 season and round-trip transportation from the winner's place of residence to Prudential Center and back following the game. Approximate Retail Value ("ARV") of the prize: \$800.

I acknowledge and agree that: (1) no substitutions, cash equivalents, or transfer of a Prize is permitted except at the sole discretion of Sponsor, as defined in the Official Rules, who reserve the right to substitute a Prize (or portion thereof) with one of equal or greater value; (2) a Prize includes only what is specified in the Prize description; (3) Sponsor makes no representation or warranty that a Prize can be sold, bartered, or traded for or at stated values; (4) values are subject to market conditions, which can fluctuate; (5) a Prize will be provided at a date, time and location determined in the sole discretion of Sponsor; (6) specifics of any Prize are in Sponsor's sole discretion; and (7) all decisions are final on all matters relating to the awarding of a Prize and the Sweepstakes.

I am submitting this Affidavit of Eligibility/Release of Liability (this "Affidavit/Release") to Sponsor with the understanding that it will be relied upon by Sponsor in connection with my having been awarded, subject to eligibility, the Prize in connection with the DRIVE FOR THE DEVILS PRESENTED BY BMW SWEEPSTAKES (the "Sweepstakes"). I hereby freely, voluntarily, and without influence from anyone or duress of any kind execute this Affidavit/Release and consent and agree to each of the following.

I represent that I am a legal resident of New Jersey and at least 18 or older. I also represent that I am not an employee, officer, director, agent, or representative of Sponsor, the Presenting Partner, the National Hockey League, or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the Prize, or any of their respective agencies, owners, subsidiaries, and affiliates, or the immediate family (spouse, mother, father, sister, brother, daughter, son, grandson or granddaughter, regardless of where they live) or member of their same household (whether related or not) of each such individuals.

By signing this Affidavit/Release and participating in the Sweepstakes, I agree to the Official Rules of the Sweepstakes, which are final and binding in all respects and attached hereto as Exhibit A.

I hereby agree to be solely responsible for all applicable federal, state, and local taxes, if any, in connection with receipt of the Prize and any other expenses not specified herein as being awarded.

I agree that the Prize cannot be transferred and no substitutions will be made.

By accepting the Prize, I grant, to Sponsor and Presenting Partner the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, my name, portrait, picture, voice, and likeness as news or information and for advertising and

promotional purposes without additional consideration; and further without such additional compensation, for any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor.

Further, by accepting the Prize, I hereby agree to release and hold harmless Sponsor, Presenting Partner, the City of Newark, the Housing Authority of the City of Newark, the National Hockey League, and each of their respective affiliates and their respective directors, officers, employees, representatives and agents (collectively, "Released Parties") from any and all claims or damages or liability, including (without limitation) personal injury and/or death and property damage, arising in whole or in part, directly or indirectly, from (a) acceptance, possession, use, nonuse, or misuse of a prize, (b) participation in or travel to/from the Sweepstakes related activity, or (c) participation in the Sweepstakes.

Limitations of Liability: I agree that the Released Parties are not responsible for: (a) any incorrect or inaccurate information, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes; or (b) other technical or human error related to the promotion, execution, or administration of the Sweepstakes.

Assumption of the Risk: I hereby acknowledge the inherent risks and dangers of participating in the Sweepstakes, including risks and dangers of illness arising from any communicable disease, such as COVID-19, and hereby knowingly assume all risk of injury, harm and loss associated with the Sweepstakes and the Prize, including any injury, harm, and loss caused by the negligence, fault, or misconduct of any kind on the part of the Released Parties. I hereby expressly and specifically consent to the release and waiver of all claims for damages and causes of action against the Released Parties for any and all liability for death, bodily or personal injury, illness, economic loss, or out of pocket expenses, or loss or damage to property resulting from participation in the Sweepstakes and/or any claiming, delivery, acceptance, possession, receipt, or use/misuse of the Prize.

Indemnity. I hereby agree to release, discharge, indemnify, and hold harmless the Released Parties from and against all claims, losses, and damages to property or person, including death, incurred or caused by me and/or my representatives, directly or indirectly, in whole or in part, arising from, or in connection with, or related to, my participation in the Sweepstakes and/or any claiming, delivery, acceptance, possession, receipt, or use/misuse of the Prize by me.

I AGREE THAT IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF MY PARTICIPATION IN THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, I AGREE THAT ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS.

(Signature of Prize Winner)

(Date)

Printed Name of Winner