## NASHVILLE PREDATORS NASHVILLE PREDATORS & DR PEPPER 25<sup>TH</sup> ANNIVERSARY STAYCATION SWEEPSTAKES OFFICIAL RULES ("Official Rules")

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED FOR THE SWEEPSTAKES OR PROMOTION. VOID WHERE PROHIBITED BY LAW. ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. BY PARTICIPATING IN ANY PROMOTIONS CONDUCTED BY THE NASHVILLE PREDATORS, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING.

## ADMINISTRATOR RESERVES THE RIGHT TO AMEND THE OFFICIAL RULES AT ANY TIME.

**ELIGIBILITY:** The Nashville Hockey Club LP d/b/a the Nashville Predators ("Administrator") is conducting the Nashville Predators & Dr Pepper 25<sup>th</sup> Anniversary Staycation Sweepstakes (the "Sweepstakes"), presented by Dr Pepper/Seven Up, Inc. d/b/a Dr Pepper ("Sponsor"), which is open to permanent, legal residents of the States of Tennessee, Georgia, Alabama, Mississippi, and Kentucky (the "Territory") who are at least eighteen (18) years old at the time of entry (the "Participant(s)"). Current or former employees, officers, and representatives who would obtain an unfair advantage or receive non-public information of any kind, including immediate family members (spouse, parent, child and sibling, step-parents, step-children, step-siblings and their respective spouses, regardless of where they reside) and members of the same household for at least three months a year (whether or not related) of the Administrator, Sponsor, Powers Management, L.L.C., Mid-Ice, LLC, Smokey Mountain Sportservice, LLC, Contemporary Services Corporation, Titan Franchising LLC d/b/a Jani-King of Nashville (collectively, the "Sweepstakes Entities"), the National Hockey League ("NHL Entities"), and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising agencies, and any and all other companies associated with the Sweepstakes are not eligible to participate or win a prize. The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations and is void where prohibited by law.

To enter the Sweepstakes or receive a prize, Participant must fully comply with the Official Rules and, by entering, Participant represents and warrants that Participant agrees to be bound by these Official Rules and the selection process of winners, the decisions of which shall be binding and final in all respects relating to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: The period in which Participants may enter ("Entry Period") will run from February 5, 2024 at 12:00 AM CT through March 31, 2024 at 11:59 PM CT. Entry must be submitted within the time frame specified to be considered for a Prize. Participant must enter to win on WIT at <a href="https://web-dev.witcontests.com/predators/sweepstakes/vote/25-anniversary-staycation-pres-240202">https://web-dev.witcontests.com/predators/sweepstakes/vote/25-anniversary-staycation-pres-240202</a>, which satisfies the requirements of the Sweepstakes promotion (the "Entry"). Online Entries must be manually key-stroked and no Participant can submit more than one (1) Entry per day during the Entry Period. No Entries will be accepted by mail or by delivery to the offices of the Administrator. All Entries must be received by the time and dates as specified by these Official Rules and must meet all of the specifications listed above to be valid. If a dispute over the identity of an online Participant, Entries submitted will be deemed to have been submitted by the authorized account holder of the social media and/or email account (as applicable) which posted the Entry. "Authorized account holder" is defined as the natural person who is assigned to an account by an Internet access provider, online service provider or organization (e.g., business, educational institution, Facebook, X, etc.) that is responsible for assigning accounts for the domain associated with the submitted account. Mechanically altered or reproduced Entries are not eligible. All Entries become the property of Administrator upon receipt and will not be acknowledged or returned.

Administrator is not responsible for lost, late, ineligible, damaged or misdirected entries or any typographical or other errors in (i) the Entry, (ii) printing of the offer, (iii) administration of the Sweepstakes, or (iv) announcement of the Prize. Incomplete entries will be considered void.

Participation in the Sweepstakes constitutes each Participant's consent for Administrator to contact the Participant(s) for promotional purposes as well as each Participant's consent for Administrator to share such Participant's personal information with sponsors.

**DETERMINATION OF WINNER; ODDS OF WINNING:** Twenty-five (25) Winners (defined below) will receive one (1) prize each, and the Winners will be selected at random by a member of the Administrator's staff from all eligible Entries received within the Entry Period. The Winners will be notified by email or by phone call. Odds of winning depend on the total number of eligible entries received. No Participant is deemed a Winner until the Participant's eligibility has been verified and it is determined that Participant has complied with all terms of these Official Rules. The determination of the Winners by Administrator is final and binding on all matters relating to this Sweepstakes. The drawings shall occur on or about the following dates at 10:00 AM CT:

Prize 1 Drawing - February 6, 2024

Prize 2 & Prize 3 Drawing - February 8, 2024

Prize 4 Drawing – February 12, 2024

Prize 5 Drawing - February 21, 2024

Prize 6 Drawing - February 22, 2024

Prize 7 & Prize 8 Drawing – February 23, 2024

Prize 9, 10, and 11 Drawing - February 26, 2024

Prize 12 & Prize 13 Drawing – February 28, 2024

Prize 14 & Prize 15 Drawing - March 1, 2024

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Prize 16 Drawing – March 4, 2024
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Prize 17 Drawing – March 8, 2024

Prize 18 Drawing - March 12, 2024

Prize 19 Drawing - March 18, 2024

Prize 20 & Prize 21 Drawing - March 19, 2024

Prize 22 Drawing - March 25, 2024

Prize 23 Drawing - March 29, 2024

Prize 24 & Prize 25 Drawing – April 1, 2024

**PRIZES:** The Sweepstakes will award a total of twenty-five (25) prizes (each, a "Prize") to a unique winner for each Prize (i.e., no Winner can win multiple Prizes). Prizes and estimated retail values are noted below:

- Prize 1: Co-branded Preds x Dr Pepper jersey and Swag (other item(s) in Administrator's discretion, collectively "Swag"), an autographed puck (player to be determined by Administrator), \$300;
- Prize 2: Co-branded Preds x Dr Pepper jersey and Swag, \$200;
- Prize 3: Co-branded Preds x Dr Pepper jersey and Swag, two (2) lower-level tickets to the Trilogy Tour scheduled for February 28, 2024, \$347;
- Prize 4: Co-branded Preds x Dr Pepper jersey and Swag, two (2) lower-level tickets to the Nashville Predators vs. New Jersey Devils game scheduled for February 13, 2024, and an ice resurfacer ride, \$600;
- Prize 5: Co-branded Preds x Dr Pepper jersey and Swag, two (2) lower-level tickets to Sam Hunt scheduled for March 1, 2024, \$395:
- Prize 6: Co-branded Preds x Dr Pepper jersey and Swag, an autographed puck (player to be determined by Administrator), \$400;
- Prize 7: Co-branded Preds x Dr Pepper jersey and Swag, \$200;
- Prize 8: Co-branded Preds x Dr Pepper jersey and Swag, \$200;
- Prize 9: Co-branded Preds x Dr Pepper jersey and Swag, an autographed hockey stick (player to be determined by Administrator), \$400;
- Prize 10: Co-branded Preds x Dr Pepper jersey and Swag, an autographed player picture (player to be determined by Administrator), \$400;
- Prize 11: Co-branded Preds x Dr Pepper jersey and Swag, a 2022 Stadium Series jersey, \$400;
- Prize 12: Co-branded Preds x Dr Pepper jersey and Swag, two (2) tickets to GnashVegas Casino Night & Auction scheduled for March 3, 2024, \$350;
- Prize 13: Co-branded Preds x Dr Pepper jersey and Swag, an autographed hockey stick (player to be determined by Administrator), \$350;
- Prize 14: Co-branded Preds x Dr Pepper jersey and Swag, two (2) tickets to GnashVegas Casino Night & Auction scheduled for March 3, 2024, \$350;
- Prize 15: Co-branded Preds x Dr Pepper jersey and Swag, an autographed puck (player to be determined by Administrator), \$300:
- Prize 16: Co-branded Preds x Dr Pepper jersey and Swag, two (2) lower-level tickets to Dan + Shay scheduled for March 21, 2024, \$563;
- Prize 17: Co-branded Preds x Dr Pepper jersey and Swag, an autographed puck (player to be determined by Administrator), \$300:
- Prize 18: Co-branded Preds x Dr Pepper jersey and Swag, two (2) lower-level tickets to Lauren Daigle scheduled for April 6, 2024, \$417;
- Prize 19: Co-branded Preds x Dr Pepper jersey and Swag, an autographed puck (player to be determined by Administrator), \$300:
- Prize 20: Co-branded Preds x Dr Pepper jersey and Swag, \$200;
- Prize 21: Co-branded Preds x Dr Pepper jersey and Swag, an autographed puck (player to be determined by Administrator), two (2) lower-level tickets to Bill Burr scheduled for May 17, 2024, \$478;
- Prize 22: Co-branded Preds x Dr Pepper jersey and Swag, an autographed puck (player to be determined by Administrator), \$300:
- Prize 23: Co-branded Preds x Dr Pepper jersey and Swag, two (2) lower-level tickets to the Nashville Predators vs. Boston Bruins, scheduled for April 2, 2024, \$500;
- Prize 24: Co-branded Preds x Dr Pepper jersey and Swag, an autographed puck (player to be determined by Administrator), \$300;
- Prize 25: Two (2) Co-branded Preds x Dr Pepper jerseys and prize packs (including other item(s) in Administrator's discretion), two (2) lower-level tickets to the Nashville Predators vs. Columbus Blue Jackets scheduled for April 13, 2024, \$100 gift card to BetMGM Sports Lounge and Restaurant, a Dr Pepper prize pack, and an overnight stay at the Omni Nashville Hotel (additional terms and conditions may apply per Omni, this stay only applies to the overnight rate and is not inclusive of food, beverage, or any other additional expenses), \$1,200.

THE ESTIMATED RETAIL VALUE OF THE APPLICABLE PRIZE IS NOTED ABOVE. WINNER ACCEPTS THAT WINNER IS FULLY RESPONSIBLE FOR ANY AND ALL REQUIRED AND APPLICABLE FEDERAL, STATE, AND LOCAL TAXES (INCLUDING INCOME AND WITHHOLDING TAXES).

The Prize cannot be utilized by anyone other than the Winners selected by the Administrator. The Prize is not redeemable or exchangeable by Winner for cash or credit. Any portion of the Prize not accepted by the Winner will be forfeited. Winner agrees that the Prize will not be sold, transferred, nor in any other manner be used in direct promotion of any business.

All costs and expenses associated with acceptance of the Prize and use not specified herein as being provided are the sole responsibility of the Winner. No responsibility is assumed by Administrator or Sponsor for cancelled, delayed, suspended, or rescheduled events. Neither Administrator nor Sponsor will provide any money for any expenses incurred as a result of Winner's participation in the Sweepstakes or the claiming or use of the Prize, including, but not limited to, incidental expenses incurred by the Winner or Winner's guests while claiming or using the Prize. Administrator reserves the right to substitute a Prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion.

**NOTIFICATION:** Each winner will be contacted via email or phone number (the "Notification") and will be required to respond in the time frame and manner required by the Notification. The Winner may be required to submit identification to Administrator and will be required to execute and return a Release of Liability, applicable tax form(s), and, unless prohibited by law, Release of Publicity, as well as fulfill any such other requirements as determined by Administrator within twenty-four (24) hours of date of Notification to claim his/her/their prize and become an official Winner. If: (a) noncompliance with the above within any of the aforesaid time periods, (b) the potential Winner is found to be ineligible to enter the Sweepstakes, (c) a potential Winner cannot or does not comply with the Official Rules, (d) the potential Winner cannot be contacted during the contact period for whatever reason, or (e) the Winner fails to fulfill the forms and release and/or affidavit-related obligations, the Winner shall be disqualified from the Sweepstakes. Upon disqualification, no compensation or prize shall be given. If the Winner is disqualified for any reason, the Administrator may randomly select another valid Participant. The Participants selected herein that fulfill any such other requirements as determined by Administrator to claim a prize will become an official winner ("Winner") unless prohibited by law.

PUBLICITY; USE OF PERSONAL INFORMATION: By participating in the Sweepstakes, each Participant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against the Administrator, the Sponsor, the Sweepstakes Entities, the NHL Entities, and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Prize. Winner, by acceptance of the Prize, grants to Administrator, the Sponsor, the other NHL Entities, and each of their respective designees the right to publicize such Winner's name, address (city and state of residence), photograph, voice and/or other likeness and prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

Administrator will retain the Participant's personal data for a reasonable period of time to enable it to send that Participant any Prize that Participant has won and to verify that these Official Rules have been complied with and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a Prize. Any other use of personal data will be in accordance with, and subject to, the Administrator's Privacy Policy located at <a href="https://www.nhl.com/predators/arena/nashville-predators-privacy-policy">https://www.nhl.com/predators/arena/nashville-predators-privacy-policy</a>. Participant may have the opportunity to opt-in to receive emails from third parties. If Participant opts-in to any available opportunities to receive information from a third party, regardless of whether associated with this Sweepstakes, Participant understands and acknowledges that Participant's information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy.

In addition, Administrator may use geo-location technologies to automatically collect information about Participant's activities on Administrator's websites. Geo-location technology refers to technologies that permit Administrator to determine Participant's location. Administrator may ask Participant to manually provide location information on Administrator's website, or to enable Participant's mobile device to send Administrator precise location information. Administrator may also automatically collect general location information from Participant's web browser.

**GENERAL CONDITIONS:** Unless otherwise noted, the following applies to the Prize: Winner must be at least eighteen (18) years old at the time of Entry.

NO TAMPERING; RIGHT TO CANCEL, MODIFY: Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Administrator's representatives or who are in violation of these Official Rules, as solely determined by Administrator, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Administrator, Sponsor, the NHL Entities, and/or their respective agents. Administrator and the other NHL Entities shall have the sole right to disqualify any Participant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in their sole discretion.

Administrator, Sponsor, and the other NHL Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Sweepstakes for any reason, including if virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes. In the event of cancellation, Administrator may elect to identify the Winner and award a prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR WILL DISQUALIFY ANY SUCH PARTICIPANT AND ADMINISTRATOR AND THE RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

RELEASE OF LIABILITIES; DISCLAIMER OF WARRANTY; FORUM SELECTION CLAUSE: By participating in the Sweepstakes, Participants and the Winner agree to release and hold harmless Administrator, Sponsor, and their parents, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Sweepstakes, or possession, acceptance and/or use or misuse of the Prize or participation in any Sweepstakes related or prize-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to Participants' or to any other person's computer or mobile phone, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Sweepstakes. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any prize, and (ii) disclaim any implied warranty. All disputes will be resolved under applicable U.S. laws in the County of Davidson, State of Tennessee without giving effect to choice of law or conflicted law principles (whether of the State of Tennessee, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee. Administrator's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision. By submitting an Entry, the Participant hereby irrevocably consents to the personal jurisdiction of said courts and waives any claim of forum non conveniens or lack of personal jurisdiction that Participant may have. Each Participant further agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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; and (iii) under no circumstances will the Participant be permitted to obtain awards for and the Participant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or entries, e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Participants' or to any other person's computer or other items or belongings related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website.

LIST OF WINNERS: For the name of the Winner, mail a self-addressed stamped envelope to: Nashville Predators & Dr Pepper 25th Anniversary Staycation Sweepstakes Winners' List c/o Nashville Predators Hockey Club, Attn: Fan Relations, 501 Broadway, Nashville, TN 37203. Winner's name requests must be received by May 31, 2024.

ADMINISTRATOR: The Administrator of this Sweepstakes is Nashville Predators Hockey Club LP, 501 Broadway Nashville, TN 37203.