

## OFFICIAL RULES

### 12 Days of IceHogs Sweaters Season Ticket Holder Giveaway

#### NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE ODDS OF WINNING.

**1. PROMOTION PERIOD:** The 12 Days of IceHogs Sweaters Giveaway (“Promotion”) will run from December 14, 2020 12:00 am Central Time (“CT”) through December 26, 2020 at 11:59 pm CT (“Promotion Period”).

**2. SPONSOR AND ADMINISTRATOR:**

For purposes of these Official Rules, “Sponsor” shall mean the BMO Harris Bank N.A., 111 W. Monroe, P.O. Box 755, Chicago, IL 60690 (“BMO Harris Bank”). The Promotion is administered by the Rockford IceHogs Hockey Team (“Rockford IceHogs” which shall be, the “Administrator”).

**3. AGREEMENT TO THE OFFICIAL RULES:** By participating in the Promotion, all entrants fully and unconditionally agree to and accept these Official Rules and the decisions of the Administrator as final and binding in all matters related to the Promotion. Winning a prize (described below) is contingent upon fulfilling all requirements set forth herein.

**4. HOW TO ENTER:** To enter the Promotion, qualified entrants must, during the Promotion Period, (a) be a Rockford IceHogs 2020-21 season ticket holder as of December 11, 2020. No other method of entry will be accepted. Limit one (1) entry per 2020-21 season ticket holder account, regardless of tickets or seats purchased. Limit one (1) prize per person.

**By Rockford IceHogs 12 Days of IceHogs Sweaters Page:** During the Promotion Period, entrants will be selected by the Administrator from the 2020-21 Rockford IceHogs season ticket holder database and announced as winners at <https://icehogs.com/12-days-of-icehogs-sweaters-jersey-giveaway>. The Promotion computer, as determined in Administrator’s sole discretion, is the official timekeeping device for each of the Sweepstakes. Sponsor and the Administrator assumes no responsibility for incomplete, inaccurate, lost, mutilated, late, stolen, or misdirected entries.

**5. ODDS:** Odds of winning the prizes set forth in Section 7 of these Official Rules depends on the total number of eligible entries received during the Promotion Period.

**6. ELIGIBILITY:** The Promotion is open only to individuals who, at the time of entry, are: 2020-21 Rockford IceHogs season ticket holders. In addition, the following persons are not eligible to enter this Promotion or claim a prize: (a) the employees, officers, directors, partners, equity holders, members and agents of the Administrator or Sponsor; (b) officers and employees of advertising, public relations, and sales promotion agencies employed by the Sponsor who are directly involved in the Promotion; (c) officers and employees of audit firms performing services for the Sponsor or Administrator; (d) other contractors and agents of the Sponsor or Administrator; and (e) any spouse, child, or family member residing as a member of the same households in the principal place of residence of any person designated in (a) through (d). This Promotion is void

where prohibited by law.

## **7. PRIZES AND THE VALUE OF THE PRIZES:**

**Rockford IceHogs Prizes:** Each Promotion winner(s) will receive one (1) 2019-20 Rockford IceHogs game-issued jersey; The approximate retail value (“ARV”) of the Rockford IceHogs Prize is \$250, and the total ARV of all Rockford IceHogs Prizes to be awarded is \$3,000.

The dates and times of the Promotion may be subject to change and cancellation. The winner and guest(s) agree to comply with all applicable venue rules and policies in connection with the prizes. Any comments made by a winner containing material that is inappropriate, offensive, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous may disqualify the winner, at Administrator’s sole discretion. The Released Parties (defined below) will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppage, epidemic, pandemic, government directive, telecommunications or computer errors or failures, or any other natural disaster or occurrence outside their control that may cause the cancellation or postponement of the Promotion. All other expenses and costs, not expressly listed above, including, but not limited to, federal, state, and local taxes, parking, and ground transportation are the winners’ sole responsibility. All travel risks, insurance, loss, or damage due to prize acceptance or use are the sole responsibility of the winners. The Released Parties will not be responsible for any loss, liability, or damage arising out of a winner’s acceptance or use of a prize.

## **8. WINNER SELECTION AND NOTIFICATION TO PRIZE WINNERS:**

Twelve [12] prize winners will be randomly selected from the pool of eligible entries received to receive a Rockford IceHogs Prize. The Administrator will contact the potential winners via email approximately 24 hours after the conclusion of each drawing and provide instructions on how to claim the applicable Prize (“Prize Notification”). The potential prize winners will be required to execute and return the Promotion prize claim form, affidavit of eligibility, and release of liability and publicity, unless prohibited by law. A potential winner may be required to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Promotion will not bring us into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Promotion or us as we may determine in our sole discretion. The potential winners will have 48 hours after they are contacted to claim their prize. The Administrator will coordinate delivery of the prizes to winners. By entering, the entrant consents to be contacted by the Administrator in connection with the Prize Notification. The Sponsor and the Administrator will not be liable for any delays in the receipt of Prize Notification messages.

If any potential winner does not respond to the Prize Notification within the time period set forth in the Promotion prize claim form or declines the prize for any reason, disqualification and prize forfeiture will result, and an alternate potential winner will be randomly selected from the pool of eligible entries received during the Promotion Period.

The potential winner is subject to verification of identity and eligibility prior to the award of the Prize.

**9. GENERAL PRIZE RESTRICTIONS:** Prizes are subject to availability and change. Only one (1) winner per ticket account will be allowed during the Promotion Period. If due to a printing, production or other error more prizes are claimed than are intended to be awarded, the intended prize or prizes will be awarded in a random drawing from among all verified and validated entries. No substitution or cash redemption allowed by winners. No cash equivalent of the prize will be awarded, and the prize is not exchangeable or otherwise transferable. The Administrator reserves the right to substitute the prize in whole or in part with other prizes of comparable or greater value, if the intended prize is not available for any reason, as determined by the Administrator in their sole discretion. This Promotion is governed by and shall be construed in accordance with Illinois law and is subject to all applicable federal, state, and local laws and regulations. Any and all taxes, including but not limited to federal, state, and local taxes, are the exclusive and sole responsibility of the winner. The winners will be required to provide his or her Social Security number and appropriate tax documentation for tax reporting purposes. If required, the Administrator will file an IRS Form 1099 or similar document with the Internal Revenue Service for the fair market value of any prize.

**10. GENERAL CONDITIONS AND RELEASE:** The Promotion is subject to applicable laws and regulations. By entering, each entrant (a) agrees to defend, indemnify, release, and hold harmless the Sponsor and the Administrator (collectively, the "Promotion Entities"), and each of their respective owners, parents, affiliates, subsidiaries, directors, officers, agents, employees, managers, licensees, distributors, dealers, retailers, printers, representatives, advertising and promotion agencies, and any and all other companies associated with the Promotion, and all of their respective officers, directors, employees, agents, and representatives (collectively with the Promotion Entities, the "Released Parties") from and against any and all claims, causes, costs, injuries, losses, or damages of any kind that may occur, directly or indirectly, in whole or in part, arising out of the entrant's participation in this Promotion or receipt or use of any prizes, including, but not limited to: (i) unauthorized human intervention in the Promotion; (ii) technical errors related to computers, servers, providers, or telephone or network lines; (iii) printing errors; (iv) lost, late, postage-due, misdirected, or undeliverable mail; (v) errors in the administration of the Promotion or the processing of entries, including but not limited to data entry errors resulting from or caused by the entering, keying, or mis-keying of the required information by entrants; (vi) injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use of any prize; (vii) the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of any prize or any travel or activity related to the receipt or use of any prize; (b) grants Sponsor and each of its respective designees a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and fully licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works from entrant's entry (including any images) in whole or in part, in any form, format, or medium, of any kind now known or later developed; (c) consents to the use by Sponsor, the Administrator, and each of their respective designees of the winner's name, hometown, photograph, voice, or other likenesses and prize information for promotion, advertising, and marketing purposes in any media or format now known or hereafter devised, throughout the world, in perpetuity, without additional compensation, consideration, notification, or permission, unless prohibited by law, and upon request will provide written confirmation of such consent; and (d) ACKNOWLEDGES THAT NONE OF THE RELEASED PARTIES OR ANYONE ELSE HAS

EITHER MADE, OR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR, ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE INCLUDING BUT NOT LIMITED TO, ITS QUALITY OR AVAILABILITY AND ALL SUCH WARRANTIES ARE DISCLAIMED IN THEIR ENTIRETY.

None of the Released Parties or any of their service providers are responsible for incorrect or inaccurate transcription of entry information; any human or other error, technical malfunctions; lost or delayed data or voice transmission; omission; interruption; deletion; defect; line failures of any telephone network, computer equipment, or software; inability to access any online service or website or to complete a telephone call or facsimile transaction; any other error or malfunction; late, lost, or misdirected mail; or any injury or damage to an entrant's or any other person's computer related to or resulting from participation in this Promotion.

None of the Released Parties are responsible for or liable for: (a) late, lost, damaged, misdirected, misaddressed, incomplete, unintelligible, illegible, or postage due entries; (b) telephone, electronic, hardware or software program, network, internet or computer malfunctions, failures or difficulties of any kind; (c) failed, incomplete, garbled, or delayed computer transmissions; (d) any condition caused by events beyond their control that may cause the Promotion to be disrupted or corrupted; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of the Promotion, acceptance, possession, or from participation in the Promotion; (f) any printing or typographical error in any material associated with the Promotion; (g) any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties that may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prizes, or in any Promotion-related materials; or (h) any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion.

**CAUTION:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE ADMINISTRATOR WILL DISQUALIFY ANY SUCH ENTRANT, AND ADMINISTRATOR AND THE APPLICABLE PROMOTION ENTITIES AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT OR INDIVIDUAL(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

All personal information collected by Promotion Entities during the Promotion may be used by the Promotion Entities for internal purposes and may be disclosed to and used by the Promotion Entities for administrative, promotional and marketing purposes associated with the Promotion Entities. By entering the Promotion, each entrant, agrees that, subject to applicable law, his or her personal information may be used by the Promotion Entities for administrative, promotional and

marketing purposes, including, without limitation, communicating with entrants about the Promotion, identifying products and services for which entrants may be eligible, and offering services to entrants.

No failure to enforce any term of these Official Rules shall constitute a waiver of that provision. These Official Rules may be modified for clarification purposes without materially affecting the terms and conditions of the Promotion. If for any reason the Promotion (or any portion thereof) is not capable of being executed as planned, or in the case of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures, or any other causes that, in the opinion of the Administrator, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion (or any portion thereof), the Administrator reserves the right in their sole discretion to disqualify any suspect entry or entrant and/or to cancel, terminate, modify, or suspend the Promotion (or any portion thereof). Any entrant that enters the Promotion via a fake account (e.g., bot account) will be disqualified. The Administrator reserves the right in their sole discretion to cancel the Promotion in its entirety, if it becomes technically corrupted or because of non-authorized human intervention. In the event of any disqualification of a suspect entry or entrant, notice thereof will be posted and the determination of the prize winner will be made from among all eligible, non-suspect entries received as of the time of such disqualification, as the Administrator determines in their sole discretion. Entrants not complying with all rules are subject to disqualification. In the event of any termination, cancellation, or suspension, notice thereof will be posted on the Administrator's website.

**11. APPLICABLE LAWS:** All entrants agree to comply with and abide by all applicable laws, including administrative rules and regulations, instructions, conditions and final decisions of the Sponsor and all procedures established by Sponsor for the Promotion. In the event of a conflict between these Official Rules and any summary, representation, or other restatement of rules appearing in any advertisement, point of sale material, tickets or other media, these Official Rules shall govern. In the case of a conflict or contradiction between or among the Sponsor, Administrator, and these Official Rules, the Administrator and administrative rules shall control.

**12. DISPUTE RESOLUTION:** Except where prohibited by law, by entering, Promotion entrants agree that in the event of a dispute concerning the construction, validity, interpretation, or enforceability of these Official Rules, the determination of the Sponsor shall be final and binding. Any entrant who disputes a final decision of the Administrator may seek review. All issues and questions concerning the rights and obligations of participant(s) in relation to Sponsor and their agents shall be governed by and construed exclusively in accordance with the laws of the State of Illinois without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any such action at law or in equity shall be filed only in the state or federal courts located in Chicago, Illinois, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. EXCEPT WHERE PROHIBITED BY LAW, BY PARTICIPATING IN THIS PROMOTION, EACH ENTRANT AGREES THAT: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR AWARDING OF THE PRIZES, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED

WITH PARTICIPATING IN THIS PROMOTION BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES; ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES; AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

**13. E-MAIL COMMUNICATION:** By entering into this Promotion, entrants will have the option to sign up to receive e-mail communication from the Rockford IceHogs. Entrants will have the ability to unsubscribe from these e-mails upon receipt.

**14. INFORMATION:** For more information, including a list of winners, contact [zakrzewskij@icehogs.com](mailto:zakrzewskij@icehogs.com) or 12 Days of IceHogs Sweaters Giveaway, Attn: Joseph Zakrzewski, Rockford IceHogs, 300 Elm Street, Rockford, IL 61101. Please allow up to six (6) weeks for a response.

Effective Date: December 14, 2020.