

CAROLINA HURRICANES PLATINUM PUCK PRIZE DRAWING EVENT 2018

OFFICIAL RULES

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

- 1. ELIGIBILITY:** The Carolina Hurricanes Platinum Puck Prize Drawing Event (“**Event**”) is open only to persons 18 years of age or older who are both (a) legal residents of the 50 United States (and the District of Columbia); and (b) verified registrants, as of March 22, 2018, of a valid and authentic Carolina Hurricanes Platinum Puck (“**Platinum Puck**”), subject to these Official Rules. Those participating in the Event are “**Participants**.” See Section 2 below for registration instructions. Employees, contractors, directors and officers of Hurricanes Hockey Limited Partnership (the “**Hurricanes**”), its parent, affiliates (including without limitation the National Hockey League (“**NHL**”) and all other member teams), subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies, and all other service agencies involved with the Event, and members of the immediate family (spouse, parent, child, sibling and their respective spouse(s)) and household members of each such employee are not eligible to participate. The Event is void in Puerto Rico and where prohibited.
- 2. REGISTRATION:** A Platinum Puck by itself does not entitle the holder to any rights, including the right to participate in the Event. A person who otherwise meets the age and residency requirement set forth in Section 1 **MUST PROPERLY AND COMPLETELY REGISTER A PLATINUM PUCK IN ORDER TO BE ELIGIBLE FOR THE EVENT. ALL REGISTRATIONS MUST BE FINALLY RECEIVED BY THE HURRICANES ON OR BEFORE MARCH 22, 2018 (the “**Registration Deadline**”).** NO EXCEPTIONS WILL BE MADE FOR LATE REGISTRATIONS EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF THE HURRICANES IN ITS SOLE DISCRETION. Platinum Pucks that are not registered by the Registration Deadline may be deemed VOID, and if you do not follow all of the instructions, provide the required information, or your Registration Materials (as defined below) are not received by the Hurricanes by the Registration Deadline, you may be disqualified. To register a Platinum Puck, a Platinum Puck holder must (1) sign and acknowledge the documents reasonably required by the Hurricanes (“**Registration Materials**”), all of which will be distributed by the Event Sponsor (as defined in Section 4 below) with the Platinum Puck; and (2) mail the signed and acknowledged Registration Materials to: Carolina Hurricanes Platinum Puck Prize Drawing Event, 1400 Edwards Mill Road, Raleigh, NC 27607. If any Platinum Puck holder is considered a minor in his/her jurisdiction of residence, the Registration Materials must be signed and acknowledged by his/her parent or legal guardian. In order for receipt by the Hurricanes no later than the Registration Deadline, your Registration Materials should be post-marked no later than March 17, 2018. For your protection, it is suggested that you send your Registration Materials via certified mail, return receipt requested and keep a photocopy of all of your Registration Materials for your records. The proper and complete submission of the Registration Materials is solely and exclusively the responsibility of the Participant. The Hurricanes are not responsible for lost, late, illegible, misdirected, mutilated, incomplete, or postage-due mail or submissions. Mechanical reproductions are void. All materials submitted become the property of the Hurricanes and will not be returned. A Platinum Puck may only be registered once. Transfers, changes, or assignments are prohibited, except with the express, written consent of the Hurricanes. At all times a Participant’s eligibility is dependent upon his or her compliance with these Official Rules, which are final and binding in all respects.
- 3. TIMING:** The Event starts September 18, 2017, and ends on April 7, 2018, culminating in the Grand Prize Event Drawing, described in Section 4 below. Key dates and deadlines are summarized as follows:

Availability of Platinum Pucks through Various Creative Presentations and Promotions Offered by the Hurricanes and by Event Sponsors	September 18, 2017 - March 16, 2018
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Deadline for Receipt by Hurricanes of Registration Materials	March 22, 2018
Validation and Confirmation of Hurricanes Platinum Puck Finalists	March 23-April 6, 2018
Grand Prize Event Drawing Date	April 7, 2018

4. **HOW TO OBTAIN A PLATINUM PUCK:** Platinum Pucks are available through various promotional creative presentations (“**Creative Presentation(s)**”) sponsored by authorized sponsors of the Event (“**Event Sponsors**”). Each Creative Presentation offered by an Event Sponsor is subject to its own official rules. To obtain a Platinum Puck, a person who is eligible for such Creative Presentation must enter and win the Platinum Puck in accordance with the official rules for the entered Creative Presentation. The Hurricanes are not a sponsor of Creative Presentations sponsored by third parties, who are solely and exclusively responsible for the operation and administration of the Creative Presentation in which one or more Platinum Pucks will be awarded. Each Creative Presentation will have its own timing specifications, which apply to the disposition of the Platinum Pucks offered in each such Creative Presentation. Once the winner of a Platinum Puck takes possession of such puck pursuant to the official rules of such Creative Presentation, that winner is solely and exclusively responsible for registering the Platinum Puck as set forth in Section 2 above. Proper and complete registration of the Platinum Puck constitutes entry into the Event’s Grand Prize Event Drawing, described further in Section 5 below.

5. **THE GRAND PRIZE EVENT DRAWING:** All verified and confirmed registered Platinum Puck holders (“**Platinum Puck Finalists**”) and one (1) guest per Platinum Puck Finalist will be invited to attend a pre-game reception and the Hurricanes vs. Lightning game at the PNC Arena in Raleigh, NC, on April 7, 2018 (the “**Game**”). Appropriate tickets and a parking pass, in the Hurricanes’ sole discretion, will be provided for entry to the Game unless tickets to the Game already were awarded to the Platinum Puck Finalist in a Creative Presentation sponsored by an Event Sponsor. In the event that a Platinum Puck Finalist cannot physically be present at the Game, a Finalist Designee may be appointed, subject to Section 8 below. In any event, either the Platinum Puck Finalist or his or her Finalist Designee must be present at the Game and at the time of the random drawing for the Grand Prize (the “**Grand Prize Event Drawing**”). The Grand Prize Event Drawing will be conducted in the presence of representatives of the Hurricanes who will act as judges (“**Drawing Judges**”) of the Grand Prize Event Drawing. The decisions of the Drawing Judges as to the administration of the drawing are final and binding. One (1) Platinum Puck Finalist will be selected by one (1) or more random drawings and announced as the “**Platinum Puck Event Winner**” who will win the Grand Prize listed in Section 6(a) below. If for any reason the Platinum Puck Event Winner, regardless of whether he or she has been announced as such, is disqualified or voluntarily rejects the prize, the Hurricanes may, but are not required to, conduct a supplemental drawing from among all remaining Platinum Puck Finalists to award the Grand Prize (as defined below). Each Platinum Puck Finalist, other than the Platinum Puck Event Winner, will receive a Consolation Prize (as defined below).

6. **PRIZES**

a. **ONE (1) GRAND PRIZE:** Two (2) tickets and one (1) VIP parking pass to all Carolina Hurricanes pre-season and regular season home games for ten (10) seasons (“**Platinum Prize Tickets**”) plus one (1) road trip to a Carolina Hurricanes away game during the 2018-19 regular season (date to be determined in the sole discretion of the Hurricanes) which includes two (2) seats on the Carolina Hurricanes team plane, two (2) tickets to the away game, and one (1) double occupancy room at the Carolina Hurricanes team hotel (“**Road Trip**” and, collectively with the Prize Tickets, the “**Grand Prize**”). Approximate Retail Value (“**ARV**”): \$125,000.

b. **CONSOLATION PRIZES:** One (1) replica Carolina Hurricanes team jersey with personalized nameplate (“**Jersey**”) and two (2) tickets and one (1) general parking pass for twenty-two (22) regular season Carolina Hurricanes home games during the 2018-19 NHL hockey season (“**Consolation Prize Tickets**”, collectively with the Jersey, “**Consolation Prize**”). Approximate Retail Value (“**ARV**”): \$7,000. The number of

Consolation Prizes will be determined by the number of Platinum Pucks awarded and calculated by taking the number of Platinum Pucks awarded and subtracting one (1).

- c. **Ticket Restrictions:** Platinum Prize Tickets and Consolation Prize Tickets (collectively, "**Prize Tickets**") are subject to the terms and conditions applicable to all tickets and admissions to PNC Arena in effect at the time such Prize Tickets are used. Prize Tickets are solely for the NHL preseason and regular season games presented by the Carolina Hurricanes and played at the PNC Arena ("**Venue**"), and shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any NHL Winter Classic, NHL Stadium Series, NHL All Star or NHL Draft event held in the Raleigh market or hosted by the NHL at the Venue or otherwise in which the Carolina Hurricanes participate; provided, however, if the Platinum Puck Winner has not otherwise been prohibited from attending Carolina Hurricanes home games or attending events at the Venue, the Platinum Puck Event Winner will have a right of first refusal to purchase tickets (in the same seat location as the Platinum Prize Tickets for the current regular season) for any NHL Playoff games in which the Hurricanes compete, if any, that take place at the Venue during the season which the Platinum Puck Event Winner holds the Prize Tickets. Each Platinum Puck Finalist that has not otherwise been prohibited from attending Carolina Hurricanes home games or attending events at the Venue will have a right of first refusal to purchase tickets for any NHL Playoff games in which the Hurricanes compete during the 2019 NHL Playoffs. Notwithstanding anything to the contrary contained herein, there will be NO CREDITS, EXCHANGES OR REFUNDS PROVIDED FOR THE PRIZE TICKETS. For the avoidance of doubt, if a Carolina Hurricanes game is cancelled, postponed, rescheduled or relocated for any reason, the Platinum Puck Event Winner shall not be entitled to any credits, exchanges or refunds in connection therewith (except in the Hurricanes' sole discretion). Further, by way of example only, if an NHL season is cancelled or postponed for any reason (e.g., strike, lockout, etc.), the Platinum Puck Event Winner will not receive any compensation or make good for the games not played during that NHL season. The location of the Prize Tickets will be determined by the Hurricanes in the Hurricanes' sole discretion. The Prize Tickets are only valid so long as the Carolina Hurricanes play home games at the arena currently known as the PNC Arena, located at 1400 Edwards Mill Road, Raleigh, NC 27607. Prize Tickets are nontransferable and no cash equivalent or substitution is offered except at the sole discretion of the Hurricanes. Prize Tickets are non-descendible; upon the death of the Grand Prize Winner, all obligations to provide Prize Tickets terminate, even if fewer than 10 seasons have occurred, and no compensation or other substitution will be provided. The odds of winning depend on the number of Platinum Pucks awarded. The maximum number of Platinum Pucks awarded will be twenty (20), in which case the odds of winning would be 1 in 20. The ARV of the Prize Tickets may fluctuate due to market conditions and/or changes in value of components (e.g., prices are raised). The actual ARV of the Prize Tickets over time may be different than the ARV stated herein due to such conditions. Any difference between stated ARV and actual value of the Prize Tickets upon use will not be awarded. **DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS STILL MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARMUP AND AFTER THE PLAY STOPS. IF STRUCK, IMMEDIATELY ASK USHER FOR DIRECTIONS TO MEDICAL STATION. THE PRIZE TICKET HOLDER ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY AND ALL OTHER HAZARDS ARISING FROM OR RELATED IN ANY WAY TO THE GAME FOR WHICH THE PRIZE TICKET WAS ISSUED, WHETHER OCCURRING PRIOR TO, DURING, OR AFTER THE GAME INCLUDING SPECIFICALLY (BUT NOT EXCLUSIVELY) THE DANGER OF BEING INJURED BY HOCKEY PUCKS AND STICKS, OTHER SPECTATORS OR PLAYERS, OR BY THROWN OBJECTS.**

7. **TAXES:** The Platinum Puck Event Winner and all Platinum Puck Finalists are solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes awarded,

regardless of whether in whole or in part they are used. The ARV of the Platinum Prize Tickets is based on available information and assumptions as to the increase in ARV over the course of ten years, and the value thereof will be reported for tax purposes as required by law on an annual basis.

8. **FINALIST DESIGNEE:** As described in Section 5, if a Platinum Puck Finalist is unable to attend the Game for any reason, the Platinum Puck Finalist may designate one (1) individual who is 18 years of age or older to represent the Platinum Puck Finalist on the ice ("**Finalist Designee**"). The Finalist Designee is subject to the prior written approval of the Hurricanes and may be required to sign additional documentation prior to participating in the Grand Prize Event Drawing. If the Platinum Puck Finalist is unable or unwilling to select a Finalist Designee within the timeframe required by the Hurricanes, the Hurricanes will select a Finalist Designee for the Platinum Puck Finalist in its sole discretion. The Finalist Designee's sole responsibility will be to follow the Drawing Judges' instructions in connection with administration of the Grand Prize Event Drawing. For the avoidance of doubt, the Finalist Designee is merely acting in place of the Platinum Puck Finalist and shall not be entitled to any portion of the Grand Prize or compensation or consideration for participating in the Grand Prize Event Drawing.
9. **GENERAL RESTRICTIONS:** The Hurricanes reserve the right to cancel, suspend and/or modify the Event, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Event, as determined by the Hurricanes in their sole discretion. In the event of cancellation or modification, the Hurricanes reserve the right to award the Grand Prize pursuant to another random method of selection from among the eligible Participants who can be identified as of the time of such cancellation. The Hurricanes reserve the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Event or to be acting in violation of the Official Rules of this or any Creative Presentation offering the Platinum Puck as a prize or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Event may be a violation of criminal and civil law, and, should such an attempt be made, the Hurricanes reserve the right to seek damages from any such person to the fullest extent permitted by law. The Hurricanes' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
10. **FORCE MAJEURE:** If the Grand Prize Event Drawing cannot be held on the scheduled date because of an event of force majeure, including, without limitation, inclement weather, unplayable conditions, labor actions or work stoppages (including, without limitations, strikes and lockouts), nature calamities, national emergencies, declarations of war, terrorist threat or act of terrorism, acts of God, or for any other reason beyond the reasonable control of the Hurricanes, the delay and/or cancellation of the Grand Prize Event Drawing shall not be considered a breach of these Official Rules. In such event, the Hurricanes reserve the right to award the Grand Prize pursuant to another random method of selection from among the Platinum Puck Finalists.
11. **PUBLICITY:** Participation in the Event constitutes Platinum Puck Finalist's permission to the Hurricanes and its agents to use, in any media now known or hereafter existing, the Platinum Puck Finalists' names and/or likenesses, photographs, voices, and comments for purposes of advertising and trade without further notice, permission, or compensation, unless prohibited by law. If Participant is a minor in his or her jurisdiction of residence, his or her parent or legal guardian will be required to sign a publicity release for the use of the Platinum Puck Finalist's publicity rights as described above on the Platinum Puck Finalist's behalf.
12. **NHL RULES:** These Official Rules shall in all respects be subject to and subordinate to each of the following, as such may be amended from time to time: (a) the NHL Constitution; (b) the NHL By-laws; (c) all other rules, regulations and policies of the NHL and the resolutions of its Board of Governors; (d) any collective bargaining agreement between the NHL and/or its member clubs and other parties; (e) all consent decrees and settlement agreements entered into, between or among the NHL and its member clubs or the NHL, NHL member clubs and/or other persons in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of Governors, the NHL Commissioner, or the NHL Constitution; (f) any television or cable, radio, or other media network agreements between the NHL and third parties; and (g) any national corporate marketing, licensing, sponsorship or similar agreements between the NHL (or NHL affiliates) and third

parties, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the Commissioner.

- 13. RELEASE OF LIABILITY:** By participating in the Event, Participant (or Participant's parent or legal guardian if Participant is a minor in his or her jurisdiction of residence) agrees to hold harmless the Hurricanes, Gale Force Sports & Entertainment, L.L.C., KT Sports & Entertainment, Inc., VAB Catering, Inc., NHL, Centennial Authority, North Carolina State University, the State of North Carolina, City of Raleigh, North Carolina and each of their respective parent companies, subsidiaries, affiliates, advertising/promotion agencies, and each of their shareholders, partners, members, directors, officers, employees, franchisees, and agents ("**Released Parties**") against any and all claims and liability arising out of participation in the Event or activity related thereto. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Event; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Event; (4) technical or human error which may occur in the administration of the Event; (5) lost, late, illegible, misdirected, mutilated, incomplete, or postage-due mail or submissions; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Platinum Puck Finalist's participation in the Grand Prize Event Drawing or receipt or use or misuse of the prize.
- 14. DISPUTES:** Except where prohibited, the Participant (or Participant's parent or legal guardian if Participant is a minor in his or her jurisdiction of residence) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Event, including but not limited to the Grand Prize Event Drawing and the prizes shall be resolved individually, without resort to any form of class action, in accordance with the laws of the state of North Carolina (without regard to its conflict of law provisions), and exclusively by the courts in the state of North Carolina; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will Platinum Puck Holders be permitted to obtain awards for, and Platinum Puck Holder hereby waives all rights to claim, indirect, 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**
- 15. PRIVACY:** All information submitted to the Hurricanes as part of the Event will be treated in accordance with the Hurricanes' privacy policy, available at <https://www.nhl.com/hurricanes/team/privacy-policy>, and these Official Rules. In the event of any discrepancy between the privacy policy and these Official Rules, the Hurricanes' privacy policy shall control and govern.
- 16. WINNER LIST:** For a disclosure of the winner of the Grand Prize, mail a self-addressed, stamped envelope to Platinum Puck Grand Prize Winner 1400 Edwards Mill Road, Raleigh, NC 27607. Requests must be received by October 1, 2018.
- 17. EVENT ORGANIZER:** Hurricanes Hockey Limited Partnership d/b/a Carolina Hurricanes, 1400 Edwards Mill Road, Raleigh, NC 27607.