Rules of Play

2024 Capitals Jersey Sweepstakes

OFFICIAL RULES

- NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. The 2024 Capitals Jerseys Off Our Back Sweepstakes (the "Promotion") is sponsored by Monumental Sports & Entertainment Foundation ("Sponsor"), a Section 501(c)(3) tax-exempt organization with its principal place of business at 601 F Street NW, Washington, DC 20004. Promotion is only offered in the United States (excluding Arizona, California, Delaware, Idaho, Indiana, Iowa, Louisiana, Montana, Nebraska, South Dakota, Texas, Vermont and Wyoming) (the "Promotion Area"). Void outside the Promotion Area and where prohibited. CLICK HERE to enter for free.
- 2. Promotion is subject to all federal, state and local laws. Sponsor shall be entitled to interpret these Official Rules as needed including but not limited to rules regarding entries, entry or other deadlines, winner selection, prize restrictions, and eligibility and all its decisions are final and binding in all Promotion-related matters. By participating, you irrevocably, fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in these Official Rules or any other Promotion-related advertising or materials.
- 3. Promotion begins on March 27, 2024 at 12 PM Eastern Time ("<u>ET</u>"). Entry deadline is April 5, 2024 at 12:00 PM ET. Drawing to determine potential winner will be held on April 5, 2024. Sponsor's computer is the official time-keeping device for this Promotion.
- 4. Tax Documents: If required, winner will be issued an IRS Form 1099-MISC (or its equivalent) reflecting the ARV of the prize, and he or she will be solely and exclusively responsible for all state, federal or local income taxes that may result from his or her acceptance of the prize.

ELIGIBILITY

- 5. To be eligible, each entrant must be at least eighteen (18) years old and a legal United States resident living in the Promotion Area (above).
- 6. Employees, officers, directors, agents, representatives and volunteers of Sponsor, Lincoln Hockey LLC d/b/a Washington Capitals® (the "Capitals"), the NHL Entities (defined below), Ascend Fundraising Solutions (FS) ("Administrator"), any prize provider(s), any other entity directly involved in the development, administration or execution of the Promotion or any of its materials, and the members of their immediate families (defined as spouses, parents, siblings, children, and grandchildren, and each of their respective spouses) and households, are not eligible to enter or win. The term "household" includes all persons residing together in a single residence, whether or not related.
- 7. "NHL Entities" means the NHL, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., each NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, National Hockey League Foundation, NHL Foundation, each of the other thirty-one (31) member clubs of the NHL, and each of their respective subsidiaries or affiliated entities, including any entity which, now or in the future, controls, is controlled by, or is under common control with the NHL or any of its member clubs, and the directors, officers, employees, partners, shareholders, owners and agents of the above entities.
- 8. Promotion is not open to groups, clubs or organizations. Groups, clubs and organizations are prohibited from reproducing or distributing Promotion materials to their members without Sponsor's prior express consent.

Prizes & ODDS

9. Grand Prize (1): Four (4) tickets (Section 112, Row A, Seats 11-14) to the Capitals regular season game on Monday, April 15, 2024, at Capital One[™] Arena, 601 F Street NW, Washington, DC 20004 (the "<u>Arena</u>"). These tickets include complimentary VIP parking and all-inclusive food and beverage service in the Caesars Sportsbook Lounge. Winner will receive a slot in the Capitals "Jerseys Off Our Backs" where he or she will be presented with an autographed game-issued jersey by a Capitals player on the ice immediately following the conclusion of the game. Only the winner will be able to participate in the Jerseys Off Our Backs ceremony. **See below for important Capitals Game tickets prize restrictions.** Approximate Retail Value ("<u>ARV</u>"): \$2,776 (\$2,476 for tickets and \$300 for jersey).

Grand Prize (2): Washington Capitals Hockey Fights Cancer size 58 player-issued jersey worn and autographed by alternate captain Tom Wilson. Approximate Retail Value ("ARV"): \$300.

Grand Prize (3): Washington Capitals Hockey Fights Cancer size 54 jersey worn and autographed by captain Alex Ovechkin. Approximate Retail Value ("ARV"): \$300.

Grand Prize (4): Washington Capitals size 58 Alex Ovechkin Gr802 tribute player-issued jersey worn and autographed by Aliaksei Protas. Approximate Retail Value ("ARV"): \$300.

Grand Prize (5): Washington Capitals size 58 2023 Celebrating Black History player-issued jersey worn and autographed by Alexander Alexeyev. Approximate Retail Value ("ARV"): \$300.

Grand Prize (6): Washington Capitals Military size 58 player-issued jersey autographed by alternate captain T.J. Oshie. Approximate Retail Value ("ARV"): \$300.

Grand Prize (7): Washington Capitals Military size 58 player-issued jersey autographed by alternate captain John Carlson. Approximate Retail Value ("ARV"): \$300.

Grand Prize (8): Washington Capitals Women in Hockey size 58 player-issued jersey autographed by members of the 2023-24 team. Approximate Retail Value ("ARV"): \$300.

Grand Prize (9): Washington Capitals Cherry Blossom size 58 player-issued jersey autographed by alternate captain Tom Wilson. Approximate Retail Value ("ARV"): \$300.

Grand Prize (10): Washington Capitals Cherry Blossom size 58 player-issued jersey autographed by alternate captain John Carlson. Approximate Retail Value ("ARV"): \$300.

Grand Prize (11): Washington Capitals Green size 58 player-issued jersey autographed by alternate captain T.J. Oshie. Approximate Retail Value ("ARV"): \$300.

Grand Prize (12): Washington Capitals Green size 58 player-issued jersey autographed by captain Alex Ovechkin. Approximate Retail Value ("ARV"): \$300.

- 10. The odds of winning depend on the number of entries received. The number of entries per person depends on the form and manner of entry, including, if relevant, the amount of donation, as described herein:
 - Donation Entries:
 - \$20 USD shall be equivalent to twenty (20) entries;
 - \$50 USD shall be equivalent to seventy five (75) entries;
 - \circ \$75 USD shall be equivalent to one hundred twenty five (125) entries;
 - o \$100 USD shall be equivalent to two hundred (200) entries.
 - Free Entries:
 - Each successfully submitted free entry, as described herein, shall be equivalent to twenty (20) entries. There is no limit on the number of entries per person.

PRIZE RESTRICTIONS

- 11. Prize tickets are valid only on the date and time set forth above in the prize description or on the tickets. Use of tickets is subject to all Arena rules, regulations, policies and restrictions. Visit http://www.capitaloneArena.com or call (202) 628-3200 for more information. Guest must be at least eighteen (18) years old or accompanied by an adult and may be required (or his/her parent or legal guardian may be required) to sign liability waiver and/or publicity release prior to receipt of prize tickets. Sponsor will not be responsible for weather, acts of God, acts of terrorism, civil disturbances, player/referee/labor or other strike or work stoppage, or any other natural disaster outside its control that may cause the cancellation or postponement of any Game or any other scheduled event or closure of the Arena or any other inability to use prize tickets in whole or in part and the terms and conditions on, or applicable to, the tickets will govern in such event. Sponsor will not replace any lost, stolen or damaged prize tickets, passes, vouchers or similar items once they are in possession of winner or any guest. Game date and time and gate opening times are determined in the sole discretion of the NHL and/or the Arena, as applicable, and are subject to change.
- 12. Winner and his or her guests agree to comply with all applicable Arena regulations and policies in connection with the prize or any prize component and acknowledge that Arena may remove or deny entry to any person, including winner or any guest, who engages in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other Arena visitor, guest, employee or other person, or in any other way that violates any Arena policies.
- 13. All prize details shall be at Sponsor's sole discretion. Prize consists only of those items specifically listed as part of the prize. Winner assumes sole responsibility for all expenses and incidental costs associated with the prize not explicitly outlined above, including without limitation, all federal, state and local taxes (if any), surcharges, fees, tips, gratuities, parking, concessions, souvenirs, merchandise, all transportation, travel or lodging, additional food and beverages, and personal items. Any person who wins prizes through any Sponsor-sponsored promotions with cumulative value equal to or greater than \$600 in a calendar year will receive an IRS 1099 MISC Form or other required tax document(s).
- 14. Prize (or any prize component) is not redeemable for cash and may not be sold, bartered or auctioned. The right to receive the prize (or any individual prize component) is not transferrable. Prize (or any prize component) not used or accepted by winner is forfeited and no cash or substitute will be offered or permitted, unless required by law. Prize may not be substituted except that Sponsor in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.
- 15. Prize offered is provided "as is" with no warranty or guarantee either express or implied by Sponsor. Merchandise prize component (if any) carries no warranty other than that offered by manufacturer. Sponsor has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.

TO enter

- 16. Entries will be accepted beginning March 27, 2024 at 12 PM Eastern Time and ending April 5, 2024 at 12 PM ET. There are two (2) ways to enter:
 - a. Online (Contribution): To enter by contributing online, visit https://www.CapsJerseys.org (the "Promotion Page") click on the "Donate Now" button or "Donate" link, and complete your donation for \$20.00, \$50.00, \$75.00 or \$100.00. Then follow the instructions to complete an official entry form with all required information, which may include your name, e-mail address, phone number, and age or date of birth (the "Required Information"); or

b. **No contribution or purchase necessary**: **To enter without a contribution or purchase**, CLICK HERE for entry without contribution ("No Donation Required"), and complete an entry form with the Required Information. You will receive 20 tickets for each valid and timely entry submitted through this method.

Regardless of entry method, your ticket numbers will be e-mailed to the e-mail address you provide at the time of entry. These are the only methods of entry. Entries will not be accepted via U.S. mail, e-mail, or any other method.

- 17. IMPORTANT: DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN THE Promotion.
- 18. All entries must be received by Sponsor no later than April 5, 2024 at 12 PM ET. Proof of sending is not proof of receipt by Sponsor. Sponsor will not accept screen shots as proof of entry.
- 19. Any use of robotic, repetitive, automatic, programmed, mechanical, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services or multiple or different e-mail addresses, or the submission of false contact information under multiple or different e-mail addresses, identities, registrations, accounts or logins) or any other devices or artifices to enter or encourage, directly or indirectly, automated or false entries are prohibited and suspected or detected entry method violations may void some or all entries submitted by that entrant, in Sponsor's sole discretion. No group submissions will be accepted.
- 20. Entries must include a valid e-mail address and daytime telephone number for the entrant. Sponsor is not responsible for voice or electronic communications that are undeliverable because of any form of call blocking of any kind or inability to leave a voice message, or any form of passive, or as to e-mail, active filtering of any kind or failure to enable mobile or wireless device to receive "push" notifications. In the event of a dispute as to the identity or eligibility of a winner based on an e-mail address, the entry will be deemed made by the "Authorized Account Holder" of the e-mail address used for entry. The Authorized Account Holder is the natural person who is assigned to the e-mail address by the relevant Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the corresponding domain. In the event of a dispute as to the identity of any entrant, the potential winner agrees to furnish requested documentation confirming his/her status as the Authorized Account Holder.
- 21. Entrants who fail to provide any Required Information may be disqualified without further notification by Sponsor. Sponsor is not responsible for entries that are lost, misdirected, undelivered, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such entries are void. Sponsor reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these Official Rules. Entries become the property of Sponsor and will not be returned or acknowledged.
- 22. The information that you provide in connection with the Promotion may be used by Sponsor in accordance with its Privacy Policy, which is found at https://www.monumentalsportsnetwork.com/privacy-policy and which may be updated from time to time.

WINNER SELECTION, NOTIFICATION AND VERIFICATION

- 23. On April 5, 2024, or within a reasonable time thereafter, Sponsor or its designee will randomly choose twelve (12) entry numbers from all timely entries received. Subject to verification of eligibility, the people whose names are so drawn will be declared the winners.
- 24. Sponsor will contact potential winners using the information supplied by winners on their entry forms. Winners must respond to Sponsor within twenty-four (24) hours of initial notification and may be required to present valid photo identification and/or to execute and return an affidavit or declaration of eligibility, liability waiver, publicity release (where legal), tax forms and/or other legal documents (the

- "<u>Verification Paperwork</u>") to Sponsor within forty-eight (48) hours of initial notification and as a condition of receiving prize. Sponsor in its sole discretion may allow for transmission of Verification Paperwork via fax or e-mail.
- 25. If the prize is mailed or shipped, winner shall assume all risk of loss, damage, theft, late or missed delivery. If applicable, Sponsor, in its sole discretion, may permit a verified winner to authorize, in writing, another adult to pick up his or her prize; however, winner must agree to release and hold Sponsor harmless from all liability for any prize claimed by his or her authorized designee and winner's designee will be required present photo ID. Upon fulfilling the prize, Sponsor will be deemed to have awarded the prize to the winner and such winner assumes full responsibility for the prize.
- 26. If potential winner (a) cannot be contacted directly by, or does not respond to, Sponsor within the time stated above, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, or (d) is otherwise determined to be ineligible, Sponsor in its discretion may disqualify that individual and an alternate winner will be chosen by random drawing as soon as reasonably practicable after such disqualification. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules. If time permits, Sponsor will conduct one (1) alternate winner drawing. If Sponsor cannot verify a winner after one (1) alternate winner drawing or there is not enough time remaining prior to the start of the Tournament to verify a winner, no further drawings will be held, and the prize will not be awarded.
- 27. Sponsor and the Capitals may, in their sole discretion, post the verified winner's name on the Promotion Page and/or any of Sponsor's and the Capitals' respective websites, including https://www.monumentalfoundation.org/ and https://www.nhl.com/capitals, and on or in any of Sponsor's and the Capitals' respective social media pages or channels. Except as provided in these Official Rules or otherwise required by law, Sponsor is not responsible for entering any correspondence or discussion regarding any Promotion results.

PUBLICITY RELEASE

28. By accepting a prize, winner agrees to award Sponsor and the Capitals the right to publicize his or her name, photographs (including the use and appearance of his or her photograph on Sponsor's and the Capitals' respective websites), likeness, biographical information, e-mail address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

29. By entering the Promotion, you agree that Sponsor, Administrator, the Capitals, the Arena, NHL Entities, Facebook, Inc. ("Facebook"), any other company involved in the development or administration of this Promotion, and a range of subsidiaries, agencies, affiliates, franchisees, promoters, prize suppliers, directors, officers, employees, agents and related persons (collectively, the "Released Parties"): (a) are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including but not limited to: failed, incomplete, misdirected, corrupted, garbled or delayed transmissions, telephone connections, traffic congestion on telephone lines, the Internet or at any website; or disconnected, interrupted, or unavailable network, server, or other connections; or late, lost, undeliverable, damaged or stolen mail; or other errors of any kind, whether human, mechanical, or electronic; or entries that for any reason are not properly submitted or received by Sponsor by any deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants or other participants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the selection or announcement of the winner or prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human

intervention in any part of the Promotion; (e) are not responsible for any unauthorized third party use of any entry materials; (f) are not responsible for the inability to select winner because of postal failure, equipment failure, or data storage failure; and (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the acceptance of entries, the selection of winner, the prize or otherwise in any Promotion-related materials.

- 30. RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO the prize. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE Promotion OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF the prize OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE Promotion OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE Promotion.
- 31. By entering the Promotion, you agree to release and hold Released Parties harmless from all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, relating to or arising from, in whole or in part, directly or indirectly, (a) your participation or inability to participate, in the Promotion or any Promotion-related or prize-related activity; (b) the use by Released Parties (including modification, adaptation, and reproduction) of entry materials during or after the Promotion; (c) the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of the prize; and (d) any other claim or cause of action you may have against any Released Party. If, for any reason, any individual's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, that individual's sole remedy is another entry, if it is possible.
- 32. BY entering THE Promotion, you FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE Promotion, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE Promotion, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND you HEREBY WAIVE ALL RIGHTS TO CLAIM, ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET COSTS DESCRIBED ABOVE.
- 33. SOME STATES DO NOT ALLOW LIMITATIONS ON THE ABILITY TO PURSUE CLASS ACTION REMEDIES, OR ON CERTAIN KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

MISCELLANEOUS

34. Sponsor reserves the right to cancel, suspend or terminate this Promotion, or any part thereof, if Sponsor determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, regularly-scheduled maintenance, malfunction, or any other cause beyond Sponsor's control. In such an event, Sponsor will post notice of

- same at the Promotion Page and select the winner at random from all non-suspect entries received prior to the suspension, cancellation or termination of the Promotion or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances.
- 35. Sponsor reserves the right to disqualify any individual from further participation in the Promotion if Sponsor concludes, in its sole discretion, that such person (a) has attempted to tamper with the entry process or other any operation of the Promotion, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards Sponsor or any other entrant or other participant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to enter other than as permitted herein, including by using any prohibited device or method. Any failure by Sponsor to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
- 36. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE Promotion MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND Sponsor RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.
- 37. All activity arising out of and relating to the Promotion, including any reference to the status of any person as a "winner" is subject to verification and/or auditing for compliance with the Official Rules. If Sponsor determines, in its sole discretion, that verification or auditing activity evidences noncompliance of an entry and/or entrant with the Official Rules, Sponsor reserves the right to disqualify such entry and/or entrant from the Promotion and the prize at any time. Sponsor reserves the right to conduct a background check on any or all potential winners and to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding a prize to any such individual might reflect negatively on Sponsor. Each entrant agrees to cooperate with Sponsor and its representatives in connection with all verification, auditing and/or background check activities.
- 38. Sponsor reserves the right to correct typographical, printing or clerical errors in any Promotion-related materials. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.

DISPUTES

- 39. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or other participants or Released Parties in connection with the Promotion, shall be governed by District of Columbia law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than District of Columbia.
- 40. Arbitration: Except where prohibited by law, by entering the Promotion, you expressly agree that (a) any and all disputes and causes of action arising out of or connected with this Promotion, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA") and held at the AAA regional office nearest to you; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction.
- 41. By entering the Promotion, you expressly (a) agree that any legal proceedings arising out of or relating in any way to this Promotion or these Official Rules shall be brought only in the federal or state courts

- located in the District of Columbia, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.
- 42. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Promotion entry forms, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

TRADEMARKS

43. Neither Facebook nor NHL Entities are sponsors or endorsers of this Promotion or of Sponsor. Washington Capitals® is a trademark of Lincoln Hockey. NHL, the NHL Shield, the word mark and image of the Stanley Cup and NHL Conference logos are registered trademarks of the National Hockey League. All NHL logos and marks and NHL team logos and marks as well as all other proprietary materials depicted herein are the property of the NHL and the respective NHL teams and may not be reproduced without the prior written consent of NHL Enterprises, L.P. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.

Winner's Name/OFFICIAL RULES

- 44. For a copy of the Official Rules or the final Winner's Name, visit the Promotion Page or www.capsjerseys.org or mail a SASE to: Win 2024 Capitals Jersey Sweepstakes c/o Administrator, 1 Yonge Street, Suite 700. Toronto, ON M5E 1E5, specifying either "Winner's Name" or "Official Rules." Winner's Name will be available after April 5, 2024.
- 45. Sponsor: Monumental Sports & Entertainment Foundation.
- 46. STATE NONPROFIT DISCLOSURES: TO OBTAIN A COPY OF SPONSOR'S CURRENT FINANCIAL STATEMENT, CONTACT MONUMENTAL SPORTS & ENTERTAINMENT FOUNDATION BY MAIL AT 601 F STREET NW, WASHINGTON, DC 20004 OR BY TELEPHONE.