

FUTURE GOALS™ MOST VALUABLE TEACHER PROGRAM

OFFICIAL RULES

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Future Goals™ Most Valuable Teacher Program is intended to recognize teachers participating in the NHL and NHLPA Future Goals program who use the sport of hockey and the tools of the program to further educate students in science, technology, engineering, and mathematics. Each month, from January to March, up to twenty (20) teachers will be featured for their use of the program and the public will have an opportunity to vote for the teacher who it thinks should be declared the “Future Goals™ Most Valuable Teacher of the Month”. During teacher appreciation week the three (3) previously-selected Future Goals™ Most Valuable Teachers of the Month will, once again, be featured for public vote from May 3 – May 7, 2021 to determine who will be declared the “Future Goals™ Most Valuable Teacher of the Year”.

The Future Goals™ Most Valuable Teacher Program (the “**Program**”) is sponsored and administered by NHL Interactive CyberEnterprises, LLC, 1185 Avenue of the Americas, New York, NY 10036 and the National Hockey League Players’ Association, 10 Bay Street Suite 1200, Toronto, ON M5J 2R8 (together, the “**Sponsors**”).

- 1. ELIGIBILITY:** The Program is open only to current legal residents of the fifty (50) United States (including the District of Columbia) or Canada who: (i) have reached the age of majority in their state/province/territory of legal residence as of the time of nomination; (ii) are existing participants and users of the NHL and NHLPA Future Goals program; and (iii) have received an invitation via email from an authorized representative of EverFi (the administrator of the NHL and NHLPA Future Goals Program) (each such eligible person, a “**Nominee**”). Voters (each, a “**Voter**”) must be current legal residents of the fifty (50) United States (including the District of Columbia) or Canada who are at least thirteen (13) years of age or older as of the time of voting. If you are a minor in your place of residence, you must have the permission of your parent or legal guardian to vote. Sponsors reserve the right to request proof of such consent at any period during the Program. Employees (including, for clarity, any current or former National Hockey League players), officers, directors, governors, owners, representatives, and agents of the Sponsors, the National Hockey League (“**NHL**”), the NHL member clubs (“**NHL Clubs**”), NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises, B.V., NHL Network US, L.P., (the foregoing NHL entities including Sponsors together, the “**Hockey Entities**”), EverFi, BAMTech, LLC (aka Disney Streaming Services), Wayin, Inc., participating partner (if any), and each of their respective parent and affiliate companies, companies that they operate, licensors, and award providers (collectively, the “**Ineligible Entities**”) are not eligible to be nominated. Members of the aforementioned employees’, officers’, directors’, governors’, owners’, representatives’, and agents’ immediate families, namely spouses, children, siblings and parents, and/or persons living in the same household of such persons (at least three months a year, whether or not related) are also not eligible to be nominated. The Program is subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations and is void where prohibited.

Participation in the Program constitutes Nominee's and Voter's (or if a minor, Voter's parent's/legal guardian's) full and unconditional agreement to these Official Rules and Sponsors' decisions, which are final and binding in all matters related to the Program. Winning a Monthly Prize and/or the Award (as defined below) is contingent upon Nominee fulfilling all requirements set forth herein.

2. **TIMING:** The Program begins at 12:01 a.m. Eastern Time ("ET") on October 15, 2020, ends at 11:59 p.m. ET on May 7, 2021 (the "**Program Period**") and consists of an outreach program to invite select teachers to enter and to collect their Submissions as further described below (taking place between October 15, 2020 and February 15, 2021) and three (3) monthly public voting periods to determine the three (3) respective Future Goals™ Most Valuable Teachers of the Month (one (1) per month; each a "**Future Goals MVT of the Month**") as follows: January 1-January 31, 2021; February 1-February 28, 2021; and March 1-March 31, 2021. Additionally, there will be one (1) final voting period to determine one (1) Future Goals™ Most Valuable Teacher of the Year (the "**Future Goals MVT of the Year**", as further described below), which will take place May 3-May 7, 2021. All voting periods will begin at 12:01 a.m. ET of the 1st day of voting and end at 11:59 p.m. ET of the last day of voting. Sponsors' computer is the official Program clock.
3. **HOW TO ENTER:** To enter and become a Nominee, click on the link that was provided to you in your EverFi email invitation (the "**Nomination Site**") and:
 - (a) follow the instructions to complete and submit the Future Goals™ Teacher of the Month questionnaire by the deadline as directed including, but not limited to, providing your contact information and your school's contact information;
 - (b) include one (1) photograph of yourself (i.e. a "headshot");
 - (c) include one (1) or more optional photographs and/or videos of you working on Future Goals™ in your classroom (no students or others may be identifiable) (completion of (a)-(c), together, the "**Submission**");
 - (d) check the box that confirms that, among other things, you agree that EverFi may share your Submission and personal information with the Sponsors and your local NHL Club; that your Submission and related information may be used for promotional purposes as further described in Section 9; that you are not prohibited from participating in the Program, whether by school policy, contract or otherwise; and that you have read and agree to abide by the Official Rules.

Once you provide your Submission and agreement, the Sponsors and your local NHL Club may post, at their discretion, your Submission and related content (excluding your contact information) on NHL.com/MVT (the "**Program Website**") thereby making it available to be shared by the public through social media and other electronic means. By participating, you further agree to: (i) make your Submission available for public vote in connection with the Program; (ii) if selected as a winner, to participate in and cooperate with Sponsors in the creation and development of content (including photographs, videos and other media) to support, advertise, and/or promote current and future iterations of the Program and the Program's public vote, without further payment or other consideration; and (iii) as applicable to any winner selected, to participate in, and be filmed, photographed, or otherwise recorded either in person or via remote access (e.g. Zoom) in connection with the awarding of any prize or otherwise as it relates to the Program, without further

payment or other consideration. The decision to air or to post any filmed, photographed or otherwise recorded content in relation to the Program, in whole or in part, is at the sole discretion of the Sponsors.

NOTE: For Nominees using a mobile device to participate in any aspect of this Program, message and data rates may apply. Check with your wireless service provider for details on any applicable charges. Nominees are solely responsible for any such wireless charges.

Submission Guidelines: Each Submission must:

- (i) include the required and completed questionnaire;
- (ii) be the Nominee's original work;
- (iii) be in English or French; and
- (iv) follow these additional guidelines for photographs and/or videos:
 - (a) the suggested formats for any photographs are .jpg or .png; and
 - (b) the required headshot photograph and any optional photographs and/or videos submitted must be of the Nominee only.

Non-compliant Submissions will not be considered. Eligible Submissions may not:

- (a) contain materials embodying the first or last names or likeness identifying any person, living or dead, other than the Nominee;
- (b) be indecent, obscene, hateful, offensive, tortious, defamatory, or libelous;
- (c) contain material that violates, infringes or otherwise misappropriates the rights of any third party (including trademark rights, copyrights, and rights of publicity);
- (d) improperly or incorrectly suggest, through the use of NHLPA, NHL or NHL Club trademarks or any other means, that Sponsors or Hockey Entities endorse, sponsor, or are affiliated with any Nominee, Voter or any third party;
- (e) disparage or demean Sponsors, or any of the other Ineligible Entities or any employee (including, for clarity, any current or former NHL player), officer, director, or owner of any of the foregoing, any other person or entity affiliated with the Program (including any employee, officer, director or owner of such affiliated entity);
- (f) promote alcohol, drugs, tobacco, violence, or firearms/weapons (or the use of any of the foregoing);
- (g) contain any personally-identifiable identification (other than for Nominee) such as license plate numbers, email addresses or street addresses; or
- (h) contain material that is unlawful in any way.

Any Submission that violates any of the foregoing restrictions, in the Sponsors' sole discretion, shall be void and will not be considered in the Program. Sponsors reserve the right to remove and/or disqualify any Submissions that it finds unlawful, or in violation of

these Official Rules, all in their sole discretion. Released Parties (as defined below) are not responsible for lost, late, stolen, incomplete, inaccurate, invalid, un-intelligible, garbled, delayed or misdirected Submissions, all of which will be void.

Sponsors and EverFi will review Submissions for completeness and compliance with the Official Rules and will select up to twenty (20) Submissions at random to be featured during each month's public voting phase within the Program Period as outlined in Section 2. The timing for the potential posting of any Submission is at the discretion of Sponsors and any Submission, once reviewed and approved, may be posted on the Program Website at any time during the Program Period. For example purposes, a Submission received in December may be posted in February. Sponsors reserve the right to post (or to not post) any Submission onto any Program-related gallery which may include but is not limited to an "honor roll" of all Nominees regardless of whether they have been selected as a Future Goals MVT of the Month. The posting of any Submission has no bearing on the winning status of any respective Nominee. The Sponsors reserve the right to remove any Submission from the Program Website at any time, for whatever reason, including subsequent determination that a Submission does not comply with these Official Rules.

Limit: There is a limit of one (1) Submission per Nominee. Only eligible Submissions uploaded through the Nomination Site will be accepted.

4. PUBLIC VOTING:

PUBLIC VOTING FOR MONTHLY PRIZE WINNERS: At the start of each month's public voting phase (as described in Section 2) up to twenty (20) Nominees will be posted on the Program Website for public vote to determine the Future Goals MVT of the Month. During each respective voting phase (including the final public voting for the Award Winner as further described below), individual Voters who meet the eligibility criteria outlined in Section 1 can vote for the Nominee that they feel best embodies the spirit of the Program by visiting the Program Website, and following the instructions to vote. The Nominee who receives the highest number of votes by the end of each monthly voting period will be determined on the first business day of the following month at 12:00 p.m. ET at the NHL corporate headquarters in New York, NY (or at an authorized remote NHL location if circumstances warrant) and will be deemed the winning Submission for that month. The Nominee associated with that winning Submission will be the potential Future Goals MVT of the Month (the "**Monthly Prize Winner**"), subject to compliance with these Official Rules and final determination of Sponsors. With the exception of the three (3) Monthly Prize Winners who advance to the final public voting period as described below, any non-winning Nominees who have already been posted for public voting in any given month during the Program Period will no longer be eligible to be posted for any subsequent public voting periods. For clarity, Voters are not eligible to win any prize.

FINAL PUBLIC VOTING FOR THE AWARD WINNER

On or about April 1, 2021 each of the three (3) previous Future Goals MVTs of the Month that received the highest number of votes for their respective month in the Program will be featured on the Program Website. Voting to determine the Future Goals MVT of the Year will open at 12:01 a.m. ET on May 3, 2021 and end at 11:59 p.m. ET on May 7, 2021. The Future Goals MVT of the Month who receives the highest number of votes by the end of the final public voting period will be determined on the first business day following the end of the final public voting period at 12:00 p.m. ET at the NHL corporate headquarters in

New York, NY (or at an authorized remote NHL location if circumstances warrant) and will be deemed the potential Future Goals MVT of the Year (the “**Award Winner**”), subject to compliance with the Official Rules and final determination of Sponsors.

Voters (or if minors, their parents/legal guardians) will be required to check the boxes provided that confirm their compliance with the Official Rules and their agreement to the Sponsors’ privacy policies. There is a limit of one (1) vote per person per day during each respective voting period and votes are subject to verification at any time. In the event of a tie in voting results at the end of any monthly voting period and/or at the end of the final voting period (as applicable), the respective Monthly Prize Winner and/or the Award Winner (as applicable) will be determined by random drawing conducted by representatives of the NHL and NHLPA at the NHL Corporate office in New York, NY (or at an authorized remote NHL location if circumstances warrant).

Only votes submitted through the Program Website are valid. Any attempt by any individual to vote by using multiple/different email addresses, identities, registrations and logins, or any other methods will void any associated votes and that individual may be banned from voting. No person may vote by proxy for any other person (except for any Voter’s parent or legal guardian if the Voter is a minor). Use of any automated system to vote or subvert the voting process is prohibited and will result in disqualification and all associated votes will be void. Votes generated by script, macro or other automated means or any other means intended to impact the integrity of the voting process, as determined by Sponsors in their sole discretion, may be void. Votes obtained by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, payment for votes or offering to trade votes, as determined by Sponsors, in their sole discretion, may result in those votes being void and the respective Submission being disqualified.

Odds of Winning: The odds of a Nominee winning a Monthly Prize and/or the Award (as further described below) depend upon the number of Submissions received and the number of votes each Submission received during the applicable voting period.

- 5. WINNER NOTIFICATION:** Three (3) Monthly Prize Winners and one (1) Award Winner will each be notified via email, phone or other means by Sponsors’, EverFi’s or local NHL Club’s representative (“**Representative**”) using the information provided with his/her Submission on the Nomination Site or otherwise following the end of each respective voting period. **Each such winner will be required to respond to the Representative as directed by the deadline provided on the notification or that is otherwise communicated to the winner.** Each winner will then be required to complete an Affidavit or Declaration of Eligibility, Release of Liability and Publicity Release along with a W9 or W8 tax form (as applicable) (together the “**Release Form**”). Canadian residents will also be required to correctly answer a skill-testing question without any assistance of any kind in order to be eligible to receive a Monthly Prize and/or Award, as applicable. All required documentation must be received by the Representative within the specified deadline. If any winner cannot (a) be contacted after two attempts, (b) fails to respond and/or to provide any of the requested documentation within the required time period, (c) is otherwise in non-compliance with these Official Rules, or (d) declines to or cannot accept a Monthly Prize and/or the Award to be presented or awarded as applicable, the respective winner will be disqualified and will no longer be eligible for a chance to win the

Monthly Prize and/or the Award. In the event that any winner is disqualified for any reason, Sponsors, in their sole discretion, may select an alternate winner whose Submission has the next highest number of votes, time permitting.

6. **Confidentiality: The potential Future Goals MVT of the Year shall not disclose and shall refrain from communicating (either privately or publicly via social media or otherwise) any information whatsoever related to the results of the Program until after the Award Winner has been publicly announced by the Sponsors. The potential Future Goals MVT of the Year will be required to sign related documentation accordingly.**
7. **MONTHLY PRIZES, AWARD AND APPROXIMATE RETAIL VALUES:** There are three (3) monthly prizes (each a “**Monthly Prize**”) consisting of one (1) NHL® jersey, selected in Sponsors’ discretion; approximate retail value (“**ARV**”) of each Monthly Prize: \$100.00 USD. There is a limit of one (1) Monthly Prize per confirmed Monthly Prize Winner (and for clarity, no Nominee may win more than one (1) Monthly Prize). Monthly Prizes will be mailed or delivered to respective Monthly Prize Winners within four (4) weeks of winner verification. There is one (1) award available in this Program to the confirmed Award Winner consisting of the Award Winner’s choice of a personal technology device selected from a list provided by Sponsors which may include, for example purposes only, an item such as a mobile phone, a laptop or a computer (one such selected item, the “**Award**”). ARV of the Award is \$1,000 USD. Sponsors to provide Award options and delivery schedule to Award Winner following winner verification in May of 2021. **In accepting any Monthly Prize and/or the Award, each respective winner is responsible for all federal, state, county, provincial, local and all other taxes (including income and withholding, if applicable).**

The total ARV of all Monthly Prizes/Award in this Program is: \$1,300 USD. All details and other restrictions of Monthly Prizes and Award not specified in these Official Rules will be determined by Sponsors in their sole discretion. Actual value of Monthly Prizes and/or Award under this Program may be lower or higher at the time of its fulfillment, and any difference between actual value and the stated ARV (if actual value is lower than stated ARV) will not be awarded. Monthly Prizes and Award are non-transferable, non-refundable, and no substitution or cash redemption will be made except as provided herein at the Sponsors’ sole discretion. Sponsors reserve the right, for whatever reason, to substitute a Monthly Prize and/or the Award (or any component thereof) for one of equal or greater value.

8. **RELEASE; INDEMNIFICATION; DISCLAIMER OF WARRANTY:** By participating in the Program, Nominees and Voters (or if Voters are minors, their parent/legal guardians) agree to forever and irrevocably release and hold harmless each of the Ineligible Entities and each of their respective officers, directors, governors, members, partners, partnerships, principals, owners, employees, volunteers, representatives, agents, affiliates (past, present and future), related entities, successors and assigns (collectively, the “**Released Parties**”), from any and all liability for any loss, harm, damage, injury, cost or expense of any nature whatsoever (including attorneys’ fees) (collectively, “**Losses**”) which may occur in connection with (a) the Program or any element thereof, including entry or participation therein, (b) delivery, possession, acceptance and/or use or misuse of any Monthly Prize, the Award or any component thereof, or (c) participation in any Program-related activity, Monthly Prize-related or Award-related activity including without limitation in each case any Losses that may be caused or contributed to by any cause,

condition or event whatsoever beyond the control of any of the Released Parties. In addition, by participating in this Program, each Nominee and Voter (or if Voter is a minor, his/her parent/legal guardian) agrees to indemnify and hold harmless the Released Parties from and against any and all damages, losses, costs and expenses (including amounts paid in settlement and reasonable attorneys' fees) incurred by any of the Released Parties in connection with any third-party claim, demand, liability, suit, proceeding or action arising out of or resulting from (i) breach or alleged breach of any representations, warranties or agreements of Nominee or Voter (as applicable) hereunder, or (ii) Nominee's possession, use or misuse of a Monthly Prize and/or the Award (as applicable) or component thereof. Each Nominee or Voter (or if Voter is a minor, his/her parent/legal guardian) hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a Monthly Prize and the Award (or any components thereof) and that, except as prohibited by applicable law, the Monthly Prizes and the Award are provided "as is" without warranty of any kind, either express or implied. Released Parties hereby disclaim all such warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement.

- 9. PUBLICITY:** Except where legally prohibited, participation in the Program and acceptance of a Monthly Prize or the Award constitutes Nominees' agreement and consent to Sponsors' and their affiliates', agents' or affiliated third parties' use of the Nominees' Submissions, names, schools, likenesses, filmed/recorded content, photographs, videos, voices, opinions and/or hometowns & states/provinces, and/or other content for promotional purposes in any media now known or hereafter devised, worldwide, without further payment or consideration, notice, review or approval. Providing a Submission and checking the respective agreement and consent boxes on the Nomination Site constitutes Nominee's consent to give Sponsors, their successors, assigns and licensees, a royalty-free, irrevocable, perpetual non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display in whole or in part, the Submission, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes without further compensation, consideration or approval. Such consent includes, among other things, consent for the Sponsors to display Nominee's Submission in a public gallery to promote the Program thereby making it available to be shared by the public through social media and other electronic means, consent for the Sponsors to capture and display footage, photographs, or other recordings featuring any selected winner in connection with the awarding of any prize or otherwise as it relates to the Program, and consent for the Sponsors to incorporate the Nominees' Submissions in other content (including videos and other media) to support, advertise, and/or promote current and future iterations of the Program and the Program's public fan vote. If requested, Nominees will sign any documentation required for Sponsors or their successors, assigns and licensees to make use of the non-exclusive rights Nominee is granting to use the Submission.
- 10. GENERAL CONDITIONS:** All decisions of Sponsors in connection with this Program shall be binding and final in all respects. Sponsors reserve the right, subject to the approval of the Régie des alcools, des courses et des jeux (the "**Régie**"), to terminate, cancel, suspend and/or modify the Program, if intervening circumstances warrant, within Sponsors' sole discretion, due to any fraud, virus or other technical problem which corrupts the administration, security, or proper entry or voting into the Program, or for any other reason. In such event, Sponsors reserve the right to award the Monthly Prizes and/or the Award from among the eligible Submissions received up to the time of the

termination, cancellation, suspension and/or modification. Sponsors reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry or voting process or the operation of the Program or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term or provision of these Official Rules shall not constitute a waiver of that term or provision. This Program is in no way sponsored or administered by any of the other Ineligible Entities except for Sponsors.

- 11. LIMITATIONS OF LIABILITY:** Without limiting anything set forth above in these Official Rules, Released Parties shall not have any obligation, responsibility or liability, including any obligation or responsibility to provide a Monthly Prize and/or the Award to any Monthly Prize Winner or Award Winner (as applicable), with regard to: (a) Submissions or votes entered through the use of any robotic or automated device/computer program or any other non-human mechanism, entity, or device; (b) Submissions or votes in excess of the stated Submission/vote limit; (c) Submissions or votes that are illegible, late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, altered or otherwise not in compliance with or in violation of these Official Rules, whether caused by any equipment or programming associated with or utilized in the Program or any other reason beyond Released Parties' control; (d) any technical or human error which may occur in the creation, submission, assignment or processing of Submissions or votes in the Program, including any technical or human error in connection with any social media platforms, Nomination Site, Program Website and/or the hosting thereof; (e) Submissions, votes, Monthly Prize/Award claims or notifications that are not received by the intended recipient due to transmission, technical, computer or human failures or error of any kind, including any Submissions, votes, Monthly Prize/Award claims or notifications that are delayed, misdirected, or undelivered as a result of any failure or problem with the availability, functionality, operability or use of any network, server, ISP, website (including the Nomination Site and Program Website), computer, internet connection, hand-held mobile device, social media platform, or any other equipment or connection used in connection with the Program; (f) changes in a Nominee's information which affects the ability to contact such Nominee; (g) typographical errors in Program promotional material; (h) cancellations and/or delays or any change by any company or any other persons providing any of components of the Monthly Prize/Award due to reasons beyond the control of any of the Released Parties; (i) any interruptions/postponement/cancellation of Program; (j) human error; incorrect or inaccurate transcription of Submission information; (k) any technical malfunctions of the computer on-line system, computer dating mechanism, computer equipment, software, any social media platform, or internet service provider utilized by any of the Released Parties or by Nominee; (l) interruption or inability to access the Program, any Program-related Web pages (including the Nomination Site and Program Website), any social media platform, or any on-line service via the Internet due to hardware or software compatibility problems; (m) any damage to Nominee's, or Voter's (or any third person's) computer and/or its contents related to or resulting from any part of the Program; (n) any lost/delayed data transmissions, omissions, interruptions, defects; and/or (o) any other errors or malfunctions, even if caused by the negligence of any one or more of the Released Parties.

- 12. DISPUTES:** With regard to United States (including District of Columbia) Nominees and Voters, any and all disputes, claims and causes of action arising out of or connected with this Program or any Monthly Prize/Award awarded shall be resolved exclusively by the United States District Court for the Southern District of New York, U.S.A. or the appropriate New York State Court located in New York County, New York, U.S.A., and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Nominees, Voters and Sponsors in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New York, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York, U.S.A.; With regard to Canadian Nominees and Voters, any and all disputes, claims and causes of action arising out of or connected with this Program or any Monthly Prize/Award awarded shall be resolved exclusively by the courts of the Province of Ontario, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Nominees, Voters and Sponsors in connection with the Program, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada and the laws of Canada applicable therein without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario; provided, however, that the jurisdiction of the Régie shall apply in relation to a Québec Nominee or Voter with respect to any matter within the jurisdiction of the Régie. With regard to Nominees and Voters from Québec, any litigation respecting the conduct or organization of this Program may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement. Applicable to all Nominees and Voters: Except where prohibited by law, all Nominees and Voters agree that (i) any and all such disputes, claims, and causes of action 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 Program, but in no event attorneys' fees; (iii) under no circumstances will Nominees or Voters be permitted to obtain awards for, and Nominees and Voters hereby waive all rights to claim, indirect, punitive, incidental, consequential and/or any other damages, other than actual out-of-pocket expenses; (iv) they waive any and all rights to have damages multiplied or otherwise increased; (v) they irrevocably consent to the personal jurisdiction of the aforesaid courts, as applicable to each such Nominee or Voter, and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have; and (vi) if any provision of these Official Rules is declared invalid or unenforceable, such provision will be deemed modified to the extent necessary and possible to render it valid and enforceable, and that in any event, the unenforceability or invalidity of any provision will not affect any other provision of these Official Rules, and these Official Rules will continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as described above, as the case may be.
- 13. PRIVACY:** Information collected from Nominees by EverFi will be shared with and used by Sponsors and local NHL Clubs in connection with their administration of this Program, including to notify Nominees, post Nominee information on the Program Website for public voting and/or to be featured on the "honor roll", to promote the Program, verify and confirm potential Monthly Prize Winners and the potential Award Winner, and fulfill the Monthly Prizes/Award. Information collected from Nominees by EverFi is otherwise subject to

EverFi's privacy policy located at <https://everfi.com/privacy-policy/> and may be used and shared by Sponsors in accordance with Sponsors' Privacy Policies at <http://www.nhl.com/info/privacy-policy> and at <https://www.nhlpa.com/privacy-policy> and applicable law. Canadian Nominees are advised that personal information collected will be stored on servers located in the United States and may be accessible to U.S. law enforcement, courts and other governmental institutions pursuant to the laws of the United States.

- 14. WINNERS LIST:** For the name of the Monthly Prize Winners and the Award Winner, send a self-addressed, stamped envelope to "Future Goals MVT Program, NHL Dept. SGL, 1185 Avenue of the Americas, NY, NY 10036. Residents of Canada may omit return postage. Winners List requests must be received no later than June 30, 2021.

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