

## 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 who use the sport of hockey to further educate students in science, technology, engineering, and mathematics. Beginning in December, nominations will be opened through a public nomination form to identify eligible teachers. Thirty-two teachers will be selected by a judging panel 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 Year”. The Future Goals™ Most Valuable Teacher of the Year will be announced during teacher appreciation week, May 5<sup>th</sup> – May 9<sup>th</sup>, 2025.

The Future Goals™ Most Valuable Teacher Program (the “**Program**”) is sponsored by NHL Interactive CyberEnterprises, LLC, One Manhattan West, 395 Ninth Avenue, New York, NY 10001 and Hockey Ventures (Canada) Inc., 10 Bay Street, Suite 1200, Toronto, ON M5J 2R8 (together, the “**Sponsors**”).

- 1. ELIGIBILITY:** In order to submit a nomination as a nominator (each, a “**Nominator**”) or to vote (each, a “**Voter**”), you must be a current legal resident of the fifty (50) United States (including the District of Columbia) or Canada who is at least eighteen (18) years of age or older as of the time of submitting your nomination or vote. If eighteen (18) is not the age of majority in your place of residence, you must have the permission of your parent or legal guardian to submit a nomination and/or to vote. Sponsors reserve the right to request proof of such consent at any period during the Program. A Nominator may nominate any current legal resident of the fifty (50) United States (including the District of Columbia) or Canada who: (i) has reached the age of majority in their state/province/territory of legal residence as of the time of nomination; and (ii) is an eligible teacher (each such eligible person, a “**Nominee**”). Employees, officers, directors, members (current or former), governors, owners, representatives, and agents of the Sponsors, the National Hockey League Players’ Association (“**NHLPA**”), 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 the NHLPA and Sponsors together, the “**Hockey Entities**”), EVERFI (the administrator of the NHL and NHLPA Future Goals™ Program), Deltatre, Inc., Jebbit, Inc., participating partner (if any), and each of their respective parent and affiliate companies, and companies that they operate, (collectively, the “**Ineligible Entities**”) are not eligible to be nominated. For clarity, an individual merely volunteering for any of the Ineligible Entities may be nominated, provided that such Nominee does not receive payment or derive any income from any of the Ineligible Entities in connection with such volunteering activity. Members of the aforementioned employees’, officers’, directors’, members’, 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 (3) months a year, whether or not related) are eligible to nominate an individual but are not eligible to be nominated. The Award (as defined below) will only be provided to the respective Nominee who is the subject of the winning Submission (as defined below) and not to the Nominator. 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 Nominator’s, Nominee’s and Voter’s (or if a minor, in the case of a Nominator or a Voter, Nominator or 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 the Award is contingent upon Nominee fulfilling all requirements set forth herein.

2. **TIMING:** The Program begins at 12:01 a.m. Eastern Time (“**ET**”) on December 2, 2024, ends when the Award Winner (as defined below) is announced in May 2025 (the "**Program Period**") and consists of the phases (each, a "**Phase**") set forth in the chart below. Sponsors’ computer is the official Program clock.

Phase	Start Date	End Date
Nomination	December 2, 2024 12:01 a.m. ET	January 13, 2025 11:59 p.m. ET
Judging to Select Potential Finalist Nominees; Notification and Clearance of Potential Finalist Nominators and Nominees	January 14, 2025	February 17, 2025
Public Voting (One Finalist Nominee Identified for each NHL Club Market (as defined below) – up to 32 total Finalist Nominees)	March 1, 2025 12:01 a.m. ET	April 1, 2025 11:59 p.m. ET
Award Winner Determined	April 2, 2025	April 7, 2025
Award Winner Announced	May 5, 2025	May 9, 2025

3. **HOW TO ENTER:** To nominate a Nominee or enter as a Nominee, go to the Future Goals Family Resource Center at <https://futuregoals.nhl.com/family-center/> (the "**Program Website**") during the Nomination Phase and:

- (a) follow the online instructions to complete the nomination form (including the essay questions as further described below) and provide, as the Nominator, your First and Last Name, Email Address, Phone Number, and Country along with your Nominee’s First and Last Name, Nominee’s School Name, Nominee’s Role/Title, Nominee’s School Address, City, State/Province, and Country;
- (b) include one (1) photograph of Nominee (i.e., a “headshot”);

(c) upload your nomination of a Nominee (subject to the eligibility restrictions above) who you think deserves to win the Most Valuable Teacher of the Year Award by describing how the Nominee has used creativity to help others learn science, technology, engineering or math, positively impacted their community, and integrated hockey into the classroom. Include responses to the following:

- (1) How has the Nominee creatively educated students on STEM concepts? (Max. 300 words)**
- (2) How has the Nominee made a positive impact on their community specifically in the PAST YEAR? (Max. 300 words)**
- (3) How has the Nominee integrated the sport of hockey into the classroom? (Max. 300 words)**
- (4) How else has the Nominee demonstrated outstanding character and/or community impact? (Max. 300 words)**

(your completed nomination form (including the essay responses and photograph), together, herein, a **“Submission”**); and

(d) check the box that confirms that you have read and agree to abide by the Official Rules and that you have permission of the Nominee to be included in your Submission (including the photograph). You agree that EVERFI may share your Submission and personal information with the Sponsors for the purposes of administering the Program (including but not limited to judging and scoring your Submission in accordance with Section 5 below); that your Submission and related information may be used for promotional purposes as further described in Section 12; that, if selected as a Finalist (as defined below), you or the person you nominated have obtained the school’s permission to participate, are not prohibited from participating in the Program and, if selected as the winner, the winner is not prohibited from accepting any Award for themselves and/or their school/district (if applicable), 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 once your Nominee has signed a Publicity and Liability release as described in Section 6), the Sponsors 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 Finalist (as defined below), 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 winning Nominee 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 Award 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 Nominators 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. Nominators are solely responsible for any such wireless charges.

**4. SUBMISSION GUIDELINES:** Each Submission must:

- (i) include the required and completed nomination form with essay;
- (ii) be the Nominator's original work;
- (iii) be in English or French;
- (iv) follow these additional guidelines for photographs:
  - (a) the suggested formats for any photographs are .jpg or .png; and
  - (b) the required headshot photograph must be of the Nominee only; and.
- (v) have the permission of the Nominee to have the Nominee's name and associated information entered into the Program.

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, the Hockey Entities or the NHL Clubs endorse, sponsor, or are affiliated with any Nominator, Nominee, Voter or any third party;
- (e) disparage or demean Sponsors, or any of the other Ineligible Entities or any employee, officer, director, member (current or former), 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 Nominator or 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 they find unlawful, or in violation of these Official Rules, all in their sole discretion. Released Parties (as defined in Section 11 below) are not responsible for lost, late, stolen, incomplete, inaccurate, invalid, unintelligible, garbled, delayed or misdirected Submissions, all of which will be void. By submitting a Submission, Nominator represents that they have obtained all necessary permissions to feature any identifiable third parties including, for clarity, the Nominee that

appears in the Submission. If requested, Nominator must be able to provide such permissions in a form acceptable to Sponsors.

Limit: There is no limit to the number of individuals that a Nominator can nominate, but any Nominator may only nominate the same individual once. Nominators are not permitted to share the same email address. Any attempt by any Nominator to submit more than one (1) nomination for the same individual by using multiple email addresses, identities, registrations and logins, or any other methods may void all of that Nominator's Submissions. Use of any automated system to participate is prohibited. Only eligible Submissions uploaded through the Program Website will be accepted. All Submissions become the property of Sponsors and will not be acknowledged or returned.

- 5. JUDGING TO SELECT FINALISTS:** Sponsors' and EVERFI's representatives (together, the "**Judging Panel**"), will judge and score each Submission based on: (i) how well the Nominee has creatively educated students on STEM concepts (20%); (ii) how well the Nominee has made a positive impact on their community specifically in the PAST YEAR (20%); (iii) how well the Nominee has integrated the sport of hockey into the classroom (30%); (iv) how the Nominee has demonstrated outstanding character or community impact (20%); and (v) the persuasiveness and clarity of expression (10%). One (1) Nominee associated with the highest score from each of the up to thirty-two (32) NHL Club markets (each, an "**NHL Club Market**") (each subject to verification of eligibility, compliance with the terms of these Official Rules, and completion of the required documents as further described below) will be deemed the finalist (each, a "**Finalist**") for each NHL Club Market, as applicable. Without limiting the foregoing, the Judging Panel may also consider whether or not the Nominee has engaged in behavior that is inconsistent with the brand images of the Hockey Entities, a presenting partner (if any), or EVERFI that otherwise could reflect unfavorably upon any of the foregoing, as determined by the Judging Panel in their sole discretion, and the Judging Panel reserves the right to disqualify any Nominee on this basis. In the event of a tie, an additional "tie-breaking" judge appointed by the Sponsors will determine the Finalists based on the criteria listed herein. Decisions of Sponsors are final and binding on all matters relating to this Program.

**Odds of Winning:** The odds of winning the Award (as defined below) depend upon the number of eligible Submissions received for each NHL Club Market during the Nomination Phase, the judging criteria and the number of votes received.

- 6. FINALIST NOTIFICATION:** Up to thirty-two (32) Nominators with the top Submission scores, one (1) for each of the up to thirty-two (32) NHL Club Markets, will be notified via email and/or phone by a Sponsors' representative using the information provided with their Submission on the Program Website between January 14, 2025 and February 17, 2025. **Each such Nominator will be required to respond to Sponsors' representative by the deadline provided on the notification and to provide the contact information of the Nominee that they nominated in the Program that has been selected as a Finalist.** Each Nominator of a Finalist (or if the Nominator is a minor, their parent/legal guardian) will then be required to complete an Affidavit of Eligibility, Publicity Release (except where prohibited by law) and Liability Waiver. Once the Nominator has provided contact information for the respective Finalist, such Finalist will be required to complete, to the extent permitted by law, a Publicity and Liability Release that provides, among other things, the Finalist's consent to be the potential subject of a public online vote as a Finalist in connection with the Program; their agreement to participate in, and cooperate with Sponsors in the creation and development of any potential content (including videos and other media) to

support, advertise, and/or promote the Program and the Program's public fan vote; their agreement for the related Submission to be shared with the NHL Club in the Finalist's applicable NHL Club Market in furtherance of administering the Program (including through spotlights, driving public voting, and other Program-related activities); and their agreement to participate in, and be filmed, photographed, or otherwise recorded prior to, at, or otherwise in connection with, any Award announcement or presentation (if applicable) (together with the Affidavit, the "**Release Forms**"). All Release Forms must be received by Sponsors' representative by the date provided in the respective notifications. If any Nominator or Finalist cannot (a) be contacted after two (2) attempts, (b) fails to respond and/or to provide any of the requested Release Forms within the required time period, (c) is otherwise in non-compliance with these Official Rules, or (d) declines to or cannot accept the Award (as described below) to be presented to the winning Finalist, the Finalist will be disqualified and will no longer be eligible for a chance to win the Award. In the event that a Finalist is disqualified for any reason, Sponsors, in their sole discretion, may select an alternate Finalist from within the same NHL Club Market whose Submission has the next highest score based on the judging criteria, time permitting. Sponsors reserve the right, at their discretion, to disqualify any Finalist if the Finalist has engaged in any behavior that is inconsistent with the brand images of the Hockey Entities, a presenting sponsor (if any), or EVERFI or that otherwise could reflect unfavorably upon any of the foregoing, as determined by the Sponsors in their sole discretion.

## 7. PUBLIC VOTING:

**PUBLIC VOTING FOR THE AWARD WINNER:** At the start of the public voting phase (as described in Section 2) up to thirty-two (32) Finalist Nominees will be posted on the Program Website for public vote to determine the Future Goals MVT of the Year. During the voting phase 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 Finalist Nominee who receives the highest number of votes by the end of the voting period will be determined between April 2<sup>nd</sup> - April 7<sup>th</sup>, 2025 at the NHL corporate headquarters in New York, NY (or at an authorized remote 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.

For clarity, Voters are not eligible to win any Award.

**Clicking on a Nominee's headshot registers a vote and confirms Voter's (or if a minor, their parent's/legal guardian's) compliance with the Official Rules and agreement to the Sponsors' privacy policies. There is a limit of one (1) vote per person per day during the voting period and votes are subject to verification at any time.** In the event of a tie in voting results at the end of the voting period, the Award Winner will be determined by random drawing conducted by representatives of the Sponsors at the NHL Corporate office in New York, NY (or at an authorized remote 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. 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.

- 8. WINNER NOTIFICATION:** One (1) Award Winner will be notified via email, phone or other means by Sponsors', EVERFI's or local NHL Club's representative ("**Representative**") using the information provided with their Release Form or otherwise following the end of the voting period. **Award 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.** The Award Winner will then be required to complete a W9 or W-8BEN tax form (as applicable) and, if a Canadian resident, will also be required to correctly answer a skill-testing question without any assistance of any kind in order to be eligible to receive the Award. All required documentation must be received by the Representative within the specified deadline. If the Award 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) does not correctly answer the skill-testing question (if applicable), (d) is otherwise in non-compliance with these Official Rules, or (e) declines to or cannot accept the Award to be awarded for any reason (including, but not limited to, school policy), the Award Winner will be disqualified and will no longer be eligible for a chance to win the Award. In the event that the Award Winner is disqualified for any reason, Sponsors, in their sole discretion, may select an alternate Award Winner whose Submission has the next highest number of votes, time permitting.
- 9. Confidentiality:** The potential Award Winner 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 Award Winner will be required to sign related documentation accordingly.
- 10. AWARD AND APPROXIMATE RETAIL VALUE:** There is one (1) Award available in this Program consisting of an invitation for the nominated Award Winner and one (1) guest ("**Guest**") to attend the 2026 NHL All-Star Game scheduled to take place in February 2026 (date/location to be determined by the Sponsors in their sole discretion) and includes the following: (i) round-trip coach-class airfare for Award Winner and Guest departing from a major airport located nearest to the Award Winner's home (determined by Sponsors in their sole discretion) and onward to the destination city (or such other mode of transportation depending on the location of departure as noted below); (ii) two (2) nights' hotel accommodation (as selected by the Sponsors in their sole discretion) in a standard room based on double occupancy; and (iii) two (2) tickets to the 2026 NHL All-Star Game™ (date and seating locations as determined by the Sponsors in their sole discretion) (together, the "**Award**"). ARV of the Award is \$2,500 USD based on a round-trip flight for two (2) adults from New York, NY to Los Angeles, CA. Travel from within the 50 U.S., D.C., or Canada and onward to the destination city, along with hotel accommodations in the destination city for the Award Winner and Guest, to be booked by Sponsors following Award Winner verification. Sponsors to provide event tickets to Award Winner via Fedex or other delivery method in destination city. Actual value may vary based on airfare fluctuations and distance between departure airport within 50 U.S., D.C.,

or Canada and destination city. **In accepting the Award, the Award Winner is responsible for all federal, state, county, provincial, local and all other taxes (including income and withholding) on the Award and costs and expenses not specifically listed above as part of the Award including, without limitation, surcharges, service charges, meals, food, beverages, insurance, valid travel documentation, passports, transfers/transportation to and from the airports, car rentals, medical/health expenses, gratuities, excess baggage fees, communication charges, and all personal expenses and incidentals.** Due to the nature of the Award, the Award Winner and Guest must be available to travel between the departure and return dates determined by Sponsors in their sole discretion or the Award will be forfeited. Unless Guest is a minor child of the Award Winner (or the Award Winner is the parent or legal guardian of Guest), Guest must have reached the age of twenty-one (21) prior to signing the requisite travel and publicity release in order to accompany the Award Winner. In the event that the Guest is a minor child, the parent/legal guardian of the Guest must execute the required release on Guest's behalf. Travel arrangements are subject to availability, blackout dates and other restrictions. **The Award Winner and Guest must travel on the same itinerary and, if departing from a country other than the country in which the event is held, have valid passports and, if necessary, visas (with the term "valid" being defined as what is valid under United States and Canadian laws, as applicable) at the time of departure from the departure country and through the date of return to such country. In the event that, for any reason and to the extent necessary, the Award Winner does not have a valid passport/visa at the time of departure, neither such Award Winner nor Guest may travel, the Award will be forfeited in its entirety and nothing will be substituted in its place. If at the time of departure such Award Winner does have a valid passport/visa, if necessary, and Guest does not have valid passport or visa, if necessary, such Award Winner may travel unaccompanied by Guest but such Award Winner may not choose a new Guest.** There are no deviations to travel allowed except as approved by Sponsors in their sole discretion. If the Award Winner's residence is in close enough proximity to the destination city, as the Sponsors determine in their sole discretion, the Sponsors may provide ground travel in lieu of air travel. The Award must be accepted as awarded and is non-transferable and no substitution will be made except as provided herein at Sponsors' sole discretion. Sponsors reserve the right to modify and/or substitute the Award, or component of the Award, for one of comparable or greater value. Award Winner is not entitled to the monetary difference between actual Award value and approximate Award value, if any.

Award Winner and Guest must abide by all venue policies and event ticket terms and conditions. Sponsors reserve the right to revoke the full or partial Award from the Award Winner or Award Winner's Guest who it or venue personnel deem, in its sole discretion, may be intoxicated, be a safety risk, have violated any venue policy or law, or may bring the Hockey Entities into disrepute.

- 11. RELEASE; INDEMNIFICATION; DISCLAIMER OF WARRANTY:** By participating in the Program, Nominators, and Voters (or if Nominators and/or 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 the Award, or any component thereof, or (c) participation in any Program-related activity 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 Nominator, and Voter (or if Nominator and/or Voter is a minor, their 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 Nominator, Nominee or Voter (as applicable) hereunder, or (ii) Nominee's possession, use or misuse of the Award or any component thereof. Each Nominator, Nominee or Voter (or if Nominator and/or Voter is a minor, their 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 the Award (or any components thereof) and that, except as prohibited by applicable law, the Award is 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.

**12. PUBLICITY:** Except where legally prohibited, participation in the Program constitutes Nominator's agreement and consent to Sponsors' and their affiliates', agents' or affiliated third parties' use of the Nominator's Submissions, names, schools, likenesses, filmed/recorded content, photographs, videos, voices, opinions and/or hometowns and 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 Program Website constitutes Nominator'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 Nominator'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 Award or otherwise as it relates to the Program, and consent for the Sponsors to incorporate the Nominators' 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, Nominators and Nominees will sign any documentation required for Sponsors or their successors, assigns and licensees to make use of the non-exclusive rights Nominator is granting to use the Submission.

**13. GENERAL CONDITIONS:** All decisions of Sponsors in connection with this Program shall be binding and final in all respects. Sponsors reserve the right 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 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.

- 14. 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 the Award to the Award Winner 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, Program Website and/or the hosting thereof; (e) Submissions, votes, 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, 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 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 Nominator's or Nominee's information which affects the ability to contact such Nominator or 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 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, Nominators, Voters, or Nominees; (l) interruption or inability to access the Program, any Program-related Web pages (including the 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 Nominator's, 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.

**15. DISPUTES: PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, EACH NOMINATOR AGREES THAT ALL DISPUTES ARISING FROM THESE OFFICIAL RULES SHALL BE LITIGATED IN COURT OR ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO A JURY TRIAL OR TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION; AND, IF A NOMINATOR DOES NOT CONSENT TO THIS CLAUSE, SUCH NOMINATOR SHOULD NOT ENTER THE PROGRAM.** For purposes of these Official Rules, "Dispute" shall be defined as any dispute, claim, or controversy arising out of or relating to the Program. With regard to United States (including District of Columbia) Nominators (each, a "US Entrant"), the following is a summary of the Dispute Resolution and Binding Arbitration, Class Action and Jury Trial Waiver, and Choice of Law terms. For full terms please visit the NHL Terms of Service at <https://www.nhl.com/info/terms-of-service>. Any current or future Dispute between the US Entrant and the Hockey Entities shall be resolved in binding individual arbitration. Before initiating an arbitration proceeding, a written "notice of dispute" must be sent containing the following information: (1) name, contact information (address, telephone number, and email address), and account information if applicable; (2) a detailed description of the nature and basis of the Dispute; and (3) a detailed description of the nature and basis of the relief sought, including a calculation for it. If the US Entrant has a Dispute, such US Entrant shall send the notice of dispute by email to [adr@nhl.com](mailto:adr@nhl.com). US Entrant and the applicable Hockey Entities agree to make a good faith effort to resolve the Dispute for a least 60 days following receipt of the notice of dispute. If such parties cannot resolve the Dispute within that time period, it shall be resolved by binding individual arbitration administered by the American Arbitration Association ("AAA") and heard by a single arbitrator. The AAA rules will govern except as specifically modified. All issues are for the arbitrator to decide except the following, which are for a court of competent jurisdiction to decide: (1) issues that are specifically reserved for a court and (2) issues related to the scope and enforceability of the arbitration provisions. To the fullest extent permitted by applicable law, each party may bring claims (whether in court or in arbitration) against the other only in an individual capacity, and not participate as a plaintiff, claimant, or class member in any class, collective, consolidated, private attorney general, or representative proceeding. To the fullest extent permitted by applicable law, the US Entrant waives any right to a jury trial. There are additional procedures for "multiple case filings." These Official Rules and any Dispute will be governed by the laws of the State of New York without regard to its principles of conflicts of laws. To the fullest extent permitted by applicable law, the state and federal courts of New York County, New York shall have exclusive jurisdiction over any Dispute (except for Disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of any provisions of these Official Rules (including the arbitration provisions and class action waiver). With regard to Canadian Nominators (each, a "Canadian Entrant"), any and all Disputes between the Canadian Entrant and Hockey Entities 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 Canadian Entrants and Sponsor in connection with the Sweepstakes, 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. Applicable to all Nominators (each, an "Entrant"): Except where prohibited by law, and subject to the foregoing, Entrants agree that: (i) any and all such Disputes shall be resolved individually,

without resort to any form of class action, (ii) any and all Disputes, 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 Entrants be permitted to obtain awards for, and Entrants 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, and (v) they irrevocably consent to the personal jurisdiction of the aforesaid courts, as applicable to each such Entrant, and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have.

**16. PRIVACY:** Information collected from Nominators and/or 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 Nominators and/or 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 the potential Award Winner, and fulfill the Award. Information collected from Nominators and/or Nominees by EVERFI is otherwise subject to EVERFI's privacy policy located at <https://everfi.com/privacy-policy/> and applicable law. Information collected from Voters by Jebbit, Inc. on behalf of the Hockey Entities is subject to the NHL's privacy policy at <http://www.nhl.com/info/privacy-policy>. Nominator and/or Nominee information and/or Voter information 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 Nominators and 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.

**17. WINNERS LIST:** For the name of the Finalists and the Award Winner, send a self-addressed, stamped envelope to "Future Goals MVT Program, NHL Dept. SGL, One Manhattan West, 395 Ninth Avenue, New York, NY 10001". Residents of Canada may omit return postage. Winners List requests must be received no later than June 30, 2025.

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