

## **HSK - TOYOTA SAFE DRIVER SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE NECESSARY. A purchase will not increase your chance of winning.**

**Eligibility.** The HSK Toyota Safe Driver Sweepstakes (the “Sweepstakes”) is open only to legal residents of the state of Nevada who are either (i) 18-20 years of age at the time of entry or (ii) 16-17 years of age at the time of entry with consent of parent/guardian (in either case, an “Entrant”). The Sweepstakes is void elsewhere and where prohibited by law.

Employees, officers, and directors (including immediate family members (spouse, parent, child and sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of (i) Sponsor (defined below), (ii) Black Knight Sports and Entertainment LLC, (iii) National Hockey League and National Hockey League teams (collectively, the “NHL Entities”), (iv) American Hockey League (“AHL”), other AHL teams, Indoor Football League (“IFL”), other IFL teams (collectively, the “AHL/IFL Entities”), (v) Toyota Motor Sales, U.S.A. Inc., Toyota Motors North America, and any other related, affiliated, licensed, or otherwise authorized Toyota entity or dealership (collectively, the “Toyota Entities”), each of (i)-(v)’s respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, are not eligible to participate or win a prize.

**Sponsor.** Foley Entertainment Group, LLC, 1550 S. Pavilion Center Drive, Las Vegas, Nevada 89135 (“Sponsor”). For avoidance of doubt, no Toyota Entity is a sponsor of the Sweepstakes.

**Agreement to Official Rules.** By entering this Sweepstakes, Entrants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes.

**Timing.** Sweepstakes begins at 6 am Pacific Time (“PT”) on Monday November 6, 2023 and all entries must be received by 10 pm PT on Monday November 13, 2023 (the “Sweepstakes Period”). Sponsor’s servers and clock shall serve as the official clock for the Sweepstakes and Entrants’ proof of submission does not constitute proof of receipt by Sponsor.

**How to Enter.** During the Sweepstakes Period, in order to enter the Sweepstakes, visit [https://dealersnhl.formstack.com/forms/hsk\\_toyota\\_safe\\_driver](https://dealersnhl.formstack.com/forms/hsk_toyota_safe_driver)

You will be directed to a Web page where you must complete the Sweepstakes entry form. Entrants will be required to submit certain personal information including, but not limited to, the Entrant’s name, email address, phone number, date of birth, and name of Entrant’s parent/guardian (if the Entrant is considered a minor in his/her state of residence). Sweepstakes entry materials shall hereinafter be referred to as “Submissions”.

Provided an Entrant’s Submission conforms to these Official Rules, upon completing a Submission, each Entrant will receive one (1) entry into the Sweepstakes. **Limit one (1) entry per person and per email address during the Sweepstakes Period.**

No other methods of entry are acceptable. Submissions will not be returned or acknowledged. In the event of a dispute regarding the identity of the person who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail address included with the entry. “Authorized Account Holder” is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An Entrant may be requested to provide Sponsor with proof that the Entrant is the Authorized Account Holder of the email address associated with the entry. Use of any automated system to participate in the Sweepstakes is prohibited and may result in

disqualification. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

The Sponsor, Black Knight Sports and Entertainment LLC, the other NHL Entities, other AHL/IFL Entities, the Toyota Entities, and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") are not responsible for lost, late, damaged, incomplete, postage-due, misdirected, unintelligible, returned, or undelivered entries or mail, theft or destruction or unauthorized access to or alterations of entry materials, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network.

Each Entrant further agrees and warrants that his/her Submission shall not: (a) be false, inaccurate, or misleading; (b) infringe or otherwise violate any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; or (c) violate any law, statute, ordinance, or regulation; in each case as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify an entry with offensive content or material that it feels is inappropriate in any way. Late entries or entries sent via any other method than those stated above will not be accepted.

**Prize/Value/Odds.** One (1) prize will be awarded:

- One (1) Henderson Silver Knights jersey. Approximate Retail Value ("ARV"): \$130
- Two (2) Tickets to any upcoming game during the 2023-24 regular season. Approximate Retail Value ("ARV"): \$40

Odds of winning will depend on the total number of eligible entries received.

**TOTAL ARV OF PRIZES:** US\$170

**Prize Conditions.**

**All ticket elements of the prize must be used on the game date as described above or winner forfeits prize.** All other expenses and incidental costs not expressly stated in the prize descriptions above, including but not limited to, ground transportation, meals, incidentals, parking, gratuities, taxes or other expenses are the responsibility solely of the winner (and if considered a minor in the state in which he/she resides his/her parent and/or legal guardian). The winner may not resell, substitute or transfer prizes offered or any portion thereof, however, Sponsor reserves the right to substitute a prize with a prize of equal or greater value.

Sponsor reserves the right to change the date and game of prize execution in its sole discretion. In the event that a potential winner is unable to use the prize on the date scheduled by Sponsor, potential winner forfeits the prize. If winner's guest is under eighteen (18) years of age, then the guest must be accompanied by a parent or guardian and the parent or guardian must be the winner. The winner and guest will be required to comply with all venue policies and restrictions (including, without limitation, public health guidelines).

Released Parties are not responsible for damage to a prize or loss of a prize after the prize has been claimed. Released Parties are not responsible if a winner does not use the prize within the specified period of use. Released Parties are not responsible for canceled, delayed or rescheduled events.

Actual value of prizes may vary and if the actual value of the prize or any portion thereof is less than the ARV set forth in these Official Rules, no cash equivalent will be awarded. **Winner will not receive difference between**

**actual and approximate retail value.** No more than the stated number of prizes will be awarded. In the event that 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 among all legitimate, un-awarded, eligible prize claims.

In the event it is deemed during the verification process that a potential winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the prize, such potential winner will be disqualified and another potential winner will be selected as outlined herein, if possible. Valid social security numbers will be determined by IRS requirements. The Sponsor (or a party acting on its behalf) must report the value of the prizes to the IRS in the year the prizes are received by the winner. This will be reported to the winner and the IRS in the form of a Form 1099.

Winner (and if considered a minor in the state in which he/she resides his/her parent and/or legal guardian) is solely responsible for any taxes on the prizes, including, but not limited to all applicable federal, state, and local taxes that become due with respect to the value of the prizes.

WINNER ACKNOWLEDGES THAT THE PRIZES ARE AWARDED AS-IS. RELEASED PARTIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS OR NON-INFRINGEMENT IN REGARD TO ANY PRIZE OR ANY COMPONENTS OF ANY PRIZE. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES.

**Winner Selection.** At or about 12 pm PT on Tuesday November 14, 2023, the one (1) potential winner will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period.

The decisions of Sponsor will be final as to all matters, including, but not limited to, whether entries are received timely, whether entries are eligible, or whether an Entrant should be disqualified.

ALL POTENTIAL WINNING SUBMISSIONS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. **AN ENTRANT IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED, ALL NECESSARY DOCUMENTS HAVE BEEN RETURNED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY, IS VOID, AND WILL NOT BE HONORED.

**Winner Notification.** The potential winner will be notified by the Sponsor by email using the email address submitted with their Submission within two (2) business days of selecting the winner (the "Notification"). The potential winner (and if considered a minor in the state in which they reside, his/her parent or legal guardian) may be required to complete, except where prohibited, an Affidavit of Eligibility/Liability/Publicity Release (the "Winner Documents"). Winner Documents must be completed and returned by the date and time requested by the Sponsor or the potential winner will forfeit the prize. If a potential winner cannot be reached, does not complete, sign and return the Winner Documents by the designated time, fails to respond to any other communication from Sponsor or its representatives within twenty-four (24) hours, or is for any other reason deemed to be disqualified or ineligible, then that potential winner forfeits the prize and his or her potential winning entry will be removed from the remaining eligible entries, after which another potential winner will be selected, if possible, from among all eligible entries received in the manner described in the "Winner Selection" of these Official Rules.

If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible Submissions received up to the date of discontinuance for any prizes offered herein.

## **General Terms & Conditions.**

By entering the Sweepstakes or accepting or using any prize, Entrants (and if such individuals are considered minors in their state of residence, their parent and/or legal guardian) hereby waive and release, and agree to indemnify, defend and hold harmless, the Released Parties, from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Sweepstakes or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, invasion of privacy, or any combination of the foregoing. Released Parties are not responsible for any incorrect or inaccurate information whether caused by websites users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assume no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access.

By entering, Entrants (and if such individuals are considered minors in their state of residence, their parent and/or legal guardian) grant Sponsor, the other NHL Entities, other AHL/IFL Entities and each of their respective designees the irrevocable right and permission to use, separately or together, their name, voice, statements, photograph, likeness, recorded performance, biographical information and other information included in a Submission, in whole or in part, on the internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including, without limitation, the purposes described in these Official Rules and for general promotional and advertising purposes, without further permission or compensation, without restriction as to alteration, without notice to Entrant, and without Entrant's consent, review or approval, where permitted by law.

Entrants agree that the rights granted to Sponsor in these Official Rules are without compensation or attribution of any kind. By entering this Sweepstakes, Entrants agree to be bound by these Official Rules, including all entry requirements.

Persons who tamper with or abuse any aspect of the Sweepstakes, act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate any website's terms of service, as solely determined by Sponsor, will be disqualified. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that Entrant to disqualification. Released Parties are not responsible for injury or damage to Entrants' or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of entries, the Sponsor reserves the right, in their sole discretion, to suspend, modify, or terminate the Sweepstakes, and randomly select the potential winner from valid entries received prior to the action taken, or otherwise as may be deemed fair and equitable by the Sponsor. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserve the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Governing Law and Jurisdiction.** As a condition of entering this Sweepstakes, each Entrant agrees that: (1) under no circumstances will the Entrant be entitled or permitted to obtain awards for, and Entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event shall attorneys' fees be recoverable by any party. ALL ISSUES CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND/OR ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS, SPONSOR AND/OR RELEASED PARTIES IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA WITHOUT GIVING

ANY EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. ALL DISPUTES IN ANY WAY RELATED TO THE SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY LITIGATION CONDUCTED IN THE SUPERIOR COURTS OF CLARK COUNTY, STATE OF NEVADA.

This Sweepstakes is subject to all federal, state and local laws and regulations.

**Privacy.** All information submitted by Entrants is subject to Sponsor's Privacy Policy accessible at: <https://www.foleyentertainmentgroup.com/privacy-policy/>.

**Rules Request and Winner List.** To obtain a copy of these Official Rules or a winner list, send a self-addressed stamped envelope to:

City National Arena  
1550 S. Pavilion Center Drive  
Las Vegas, NV 89135  
Attn: HSK Toyota Safe Driver Sweepstakes  
All requests must be received by November 29, 2023.

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