

FreshWave/Blackhawks #HappyHawksFan Contest

OFFICIAL RULES

(1) NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE A PERSON'S ODDS OF WINNING WITH AN ENTRY. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

(2) The FreshWave/Blackhawks #HappyHawksFan Contest (the "Contest") is open only to legal residents of the states of Illinois, Wisconsin or Indiana who are 18 years of age or older on the date of entry; provided that the following persons are not eligible to participate in the Contest: (a) the employees, officers, directors, partners, equity holders, shareholders, members and agents of Chicago Blackhawk Hockey Team, Inc. ("Chicago Blackhawks") and the employees, officers, directors, partners, equity holders, shareholders, members, and agents of OMI Industries, Inc. its affiliates, subsidiaries, successors, and assigns ("FreshWave"), and their respective immediate family members (spouse, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren) and members of their same households (whether legally related or not), and (b) the employees, officers, directors, partners, equity holders, members and agents of the National Hockey League (the "NHL") and its member teams, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., and/or NHL Interactive CyberEnterprises, LLC (the foregoing are collectively the "NHL Entities"), and each of their respective parents, subsidiaries, advertising and promotion agencies, and affiliates, and their respective immediate family members (as defined herein) and members of their same households (whether legally related or not). The decisions of the Chicago Blackhawks and FreshWave, including but not limited to eligibility of participants and selection of the winners, are final and binding on all matters relating to the Contest. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these "Official Rules."

(3) Contest period: The Contest begins at 12:00 a.m. Central Time ("CT") on January 14, 2018 and ends at 11:59 p.m. (CT) on February 4, 2018 ("Contest Period"). During the Contest Period, persons who follow the Instagram® account "freshwaveworks" may take photographs and publish them through Instagram with the hashtag #HappyHawksFan. All such submissions will be automatically entered into the Contest. On or around February 6, 2018, Chicago Blackhawks will select the winning entries.

(4) Submissions: All entries must be original. The photograph must portray Blackhawks fandom. The photograph must be of the entrant or a member of the entrant's immediate family (i.e. spouse, child, parent), or entrant must have the permission of a parent or legal guardian to submit the photograph into the Contest. Each submission must be in keeping with the Chicago Blackhawks' positive image, shall be subject to the Terms of Use set forth at www.chicagoblackhawks.com and may not be offensive or inappropriate, as determined by the Chicago Blackhawks in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or entity, or otherwise infringe upon any person's or entity's personal, intellectual property or property rights or any other third party rights (including, without limitation, copyright and trademark rights). A submission may not incorporate or include anything that would require the consent of any third party for the use of the submission by the Chicago Blackhawks. The Chicago Blackhawks reserve the right, in its sole discretion, to disqualify any entry it deems, in whole or in part, to be offensive, inappropriate or that is not in keeping with the Chicago Blackhawks' positive image; which decision may be made at any time, including, without limitation, based on facts or circumstances arising before, during or after submission of an entrant's entry. Once submitted, all entries become the exclusive property of the Chicago Blackhawks, and will not be acknowledged or returned. By submitting an entry, each entrant grants the Chicago Blackhawks the right to display and publish the submitted materials, including on www.chicagoblackhawks.com or on third party websites, and in the United Center. Proof of sending or submission will not be deemed to be proof of receipt by the Chicago Blackhawks. No mechanically reproduced, automatically generated or non-original entries (as determined by the Chicago Blackhawks in its sole discretion) are permitted. The Chicago Blackhawks' website shall be the official timekeeper of the Contest. The Chicago Blackhawks

are not responsible for entries that are incomplete, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules, and such entries will be discarded. No responsibility is assumed for technical, electronic, telephone, hardware, software, network computer or data transmission errors, malfunctions or difficulties of any kind.

(5) **WINNERS:** On or about February 6, 2018, Chicago Blackhawks will select six (6) winners from all of the eligible entries received. Chicago Blackhawks will evaluate entries based on the overall impression of the submitted photo that contains a #HappyHawksFan photo, and will select entries that reflect the positive image of the Chicago Blackhawks as winning entries in its sole discretion. Chicago Blackhawks will make all decisions regarding winners based on its sole discretion. Chicago Blackhawks may change the judging criteria for the Contest at any time based on its sole discretion. Each winner will be contacted through his or her Instagram account. Odds of winning a prize are dependent on the number of eligible entries received. Purchase will not increase odds of winning. For the name of the Contest winners, send a self-addressed, stamped envelope to the Chicago Blackhawks, #HappyHawksFan Contest, United Center, 1901 West Madison St., Chicago, IL 60612 after February 4, 2018, and before March 31, 2018.

(6) **PRIZES:** Each winner will receive one (1) of the following prize packages. The Chicago Blackhawks will select the prize package each winner receives in its sole discretion.

- (a) **Grand Prize.** One (1) winner will receive four (4) 200 level game tickets to the Chicago Blackhawks regular season home game on February 19, 2018, and four (4) hats autographed by a current Blackhawks player. The approximate retail value (“ARV”) of the prize is \$860.
- (b) **Second Prize.** One (1) winner will receive four (4) 300 level game tickets to the Chicago Blackhawks regular season home game on March 20, 2018. The ARV of this prize is \$520. Seat locations to be determined by the Chicago Blackhawks in its sole discretion.
- (c) **Third Prize.** Two (2) winners will each receive a \$75 Blackhawks store gift certificate. The ARV of each prize is \$75.
- (d) **Fourth Prize.** Two (2) winners will each receive one (1) Chicago Blackhawks puck signed by a Chicago Blackhawks Ambassador. The ARV of each prize is \$40.

(7) All prizes are non-transferable and non-assignable to any other person, including relatives or friends, without the consent of the Chicago Blackhawks. All prize details not specified in these Official Rules will be determined by the Chicago Blackhawks in its sole discretion. Prize details and availability are subject to change. In the event a prize is unavailable, the Chicago Blackhawks reserve the right to substitute a prize of comparable or greater value. Unless otherwise stated herein, all prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). All expenses not specifically mentioned herein, including but not limited to federal, state and local taxes, travel to and from the United Center, parking, food, beverage, and souvenirs, are solely each winner’s responsibility. Unclaimed prizes will be forfeited. One prize per person. The prizes are not redeemable for cash.

(8) By entering, each entrant agrees to follow these Official Rules and to release, hold harmless and indemnify the Chicago Blackhawks, FreshWave, Instagram, LLC, the NHL Entities, the United Center Joint Venture, Blackhawk Community Ice Rink, LLC and each of their respective parents, subsidiaries, affiliates, directors, officers, partners, equity holders, members, employees, agents and representatives and all others associated with the manufacture, distribution, development and execution of this Contest and prizes (the “Released Parties”)

from and against any and all claims, liability, injury, expenses (including reasonable attorneys' fees), damage, loss or causes of action (however named or described) that may occur, directly or indirectly, in whole or in part, from: (i) entrant's participation in the Contest; (ii) the delivery, misdelivery, receipt, acceptance, possession, use or misuse of the prizes awarded in the Contest; (iii) the use of a winner's name, photograph and/or likeness as permitted herein, including, without limitation, claims based on publicity rights, defamation and/or invasion of privacy; (iv) entrant's actual or alleged misappropriation or infringement of proprietary, protected, trademarked, copyrighted or other intellectual property; and/or (iv) any travel or activity related to the receipt, use or misuse of the prizes, including, but not limited to, personal injury, death and/or property damage. Additionally, the Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. Released Parties are not responsible or liable to any entrant or winner or any person claiming through such winner for failure to supply the prize or any part thereof or inability to continue the Contest, by reason of any act of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, kidnapping, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute, lockout, work slowdown or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, civil disturbance, insurrection, riot, vandalism, or any other cause beyond the Released Parties' sole control. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of the Chicago Blackhawks may be disqualified. The Chicago Blackhawks reserve the right in its sole discretion to disqualify any individual feared to be tampering with the entry process or the operation of the Contest or to be found acting in violation of the Official Rules, or to undermine the legitimate operation of the Contest.

(9) In consideration for being awarded a prize, each winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of the winner's name, photograph, biographical information and/or likeness in any and all advertising, promotions and other publicity conducted by the Chicago Blackhawks, FreshWave, the NHL Entities, and each of their respective parents, subsidiaries, affiliates and designees. Each winner assumes all liability and risk for any injury or damage caused, or claimed to be caused, by participation in this Contest or the receipt, use or misuse of any prize. Each potential winner will be required to sign and return an affidavit of eligibility, release of liability and publicity license ("Affidavit") form within a specified time after attempted notification. Winner's guests will be required to sign a liability/publicity release. If any potential winner fails or refuses to sign and return such Affidavit within the time period required by the Chicago Blackhawks or if the prize or prize notification is returned as rejected, faulty or unclaimed, or returned as undeliverable to such potential winner, such winner may be disqualified and an alternate winner may be selected. If any winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if a winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such winner may be disqualified and an alternate winner may be selected. Identity of the winner is subject to the Chicago Blackhawks' verification. The Chicago Blackhawks are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the winners.

(10) All personal information collected from the Contest shall be subject to the terms of the Chicago Blackhawks Privacy Policy, which may be viewed at <http://blackhawks.nhl.com/club/page.htm?id=46907>.

(11) Contest is void where prohibited by law.

(12) The Released Parties are not responsible for any typographical or other error in the printing of the offer or administration of the Contest or announcement of the prizes. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not

affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. The Chicago Blackhawks' failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Contest website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in the Chicago Blackhawks' sole and absolute discretion. The Contest is governed by the laws of the state of Illinois.

(13) Sponsors:

Chicago Blackhawk Hockey Team, Inc.
1901 W. Madison Street
Chicago, IL 60612

OMI Industries, Inc.
One Corporate Drive, Suite 100,
Long Grove, IL 60047

The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, LLC.

(14) BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF; AND (E) ENTRANT IRREVOCABLY AGREES TO BRING ANY ACTION ARISING OUT OF OR RELATED TO THE CONTEST IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS (IF JURISDICTIONAL PREREQUISITES ARE SATISFIED).