

UPS BUSINESS OF THE MONTH CONTEST:

OFFICIAL CONTEST RULES

1. Contest Description: The following terms and conditions (the “Official Contest Rules”) shall apply to the UPS Business Of The Month Contest (the “Contest”). A business that, during the Contest Period (as defined below), completes and submits that certain Contest entry form, which shall include, without limitation, such business’ number of employees, net revenue, years in business, and type of business, available via www.newyorkislanders.com, will be entered into a pool of Entrants (as defined below) and provided with an opportunity to win: (a) one (1) minute of in-bowl LED signage during one (1) 2018-19 New York Islanders regular season home game at Barclays Center (the “Game”) (particular game and LED location and timing to be determined by Brooklyn Events Center, LLC (“BEC”) in its sole discretion); (b) the use of one (1) suite for sixteen (16) individuals during the Game (particular suite to be determined by BEC in its sole discretion; Winner (as defined below) shall pay for all food and beverage in connection with its use of such suite); (c) one (1) video montage of Winner at the Game (specifications of such montage to be determined by BEC in its sole discretion); and (d) one (1) award recognition (specifications of such award recognition to be determined by BEC in its sole discretion) (collectively, the “Prize”).

ARV of the Prize: \$6,666

2. Contest Period: The “Contest Period” shall mean the period of time beginning at 12:00 AM EST on October 8, 2018 and ending at 4:00 PM EST on March 31, 2019. In order to qualify, entries must be received during the Contest Period. Any entries received thereafter shall be null and void, and ineligible for the Contest. BEC is not responsible for late, incomplete, or misdirected entries, nor are they obligated to publicly announce the Contest results.

3. To Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING. In order to be entered into the Contest, an eligible business entrant (“Entrant”) must, during the Contest Period, complete and submit that certain Contest entry form, which shall include, without limitation, such business’ number of employees, net revenue, years in business, and type of business, available via www.newyorkislanders.com.

Limit: One (1) entry per business during the Contest Period. If an Entrant completes multiple entry forms, only the first entry will be considered. All entries become the property of BEC.

All entries become the exclusive property of BEC. By entering the Contest, Entrant acknowledges and agrees that Entrant irrevocably transfers and assigns to BEC all right, title and interest, throughout the world, in and to Entrant’s entry information (“Information”) Information and BEC shall have exclusive, unlimited ownership rights to all Information created and submitted to BEC in connection with the Contest, whether as individual items or as combinations of components. Entrant hereby agrees to give BEC all reasonable assistance and to execute all documents necessary to assist and/or enable BEC to perfect, preserve, register and record its rights in and to Entrant’s Information.

By entering the Contest, as described above, Entrant consents (a) to being contacted by BEC and its affiliates; and (b) to be bound by, and comply with, all of the terms and conditions set forth in these Official Contest Rules.

4. Eligibility: VOID WHERE PROHIBITED. Entrants must be businesses in good standing and must be located within the marketing territory of BEC as defined by the National Hockey League (“NHL”) (currently, a 75 mile radius from the contiguous border of the city of New York, New York), and the individual who enters the Contest on behalf of Entrant must be at least 18 years of age at the time of entry. Contest is void where prohibited or restricted by law. Businesses of employees, officers or directors (and their parents, siblings, spouses and children) of (a) BEC; (b) its advertising and promotional agencies; (c) its respective parents, subsidiaries or affiliates; and (d) United Parcel Service, Inc., are not eligible to participate in the Contest.

5. Selection of the Winners and Notification: Subject to the terms and conditions set forth herein, there will be six (6) Prize winners (each, a “Winner”), each selected by BEC on the basis of Winner’s business excellence and vision, resilience, uniqueness of service, and entrepreneurial spirit (as determined by BEC in its sole discretion). Winners will be selected on or about each of October 17, 2018, November 8, 2018, December 5, 2018, January 8, 2019, February 21, 2019, and February 22, 2019.

The applicable Winner will be notified via phone call or email on or about each of October 19, 2018, November 15, 2018, December 12, 2018, January 15, 2019, February 28, 2019, and March 1, 2019. If the Winner: (a) is unreachable; (b) does not make direct contact with BEC by the time specified in the notification message; or (c) fails to accept the Prize, BEC reserves the right, in its sole and absolute discretion, to disqualify such Winner and to select a replacement Winner from the remaining qualifying Entrants. BEC shall not be responsible for failed attempts to notify a Winner and no responsibility is assumed by BEC for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify a Winner. Odds of winning depend upon the number of eligible entries received.

6. Winner Verification: Upon the request of BEC, each Winner must sign and return the following documents: (a) an affidavit of eligibility; (b) a liability/publicity release in form and substance satisfactory to BEC; and (c) any other releases and waivers requested by BEC, releasing BEC, its affiliates, and United Parcel Service, Inc. from any and all liability, loss, claims, demands and causes of action for or related to personal injury, damage, theft, loss, or any other harm suffered in connection with the Contest or the Prize. If any of the foregoing documents are not completed, signed, and returned prior to deadline noted therein, or if a Winner is deemed by BEC to be ineligible or not to have complied with these Official Contest Rules, then such Winner will be disqualified and an alternate Winner will be selected from the remaining eligible entries, time permitting.

7. Prize Conditions, Terms and Restrictions: Only the Prize described in these Official Contest Rules shall be awarded and no substitutions, cash equivalents and/or redemptions shall be made, except that, in the event of Prize unavailability, BEC reserves the right to substitute the Prize with another prize of equal or greater value, in BEC’s sole discretion. The Prize cannot be transferred, assigned, or redeemed for cash. Unless otherwise set forth herein, each Winner shall be solely responsible for any and all costs not specifically described as part of the Prize including any and all of his/her travel expenses and accommodations. All travel arrangements shall be made by the Winner.

Except where prohibited by law, Prize acceptance constitutes a release granting BEC the right to use each Winner’s names, tradenames, trademarks, and logos for advertising, marketing and publicity purposes on a worldwide basis (without review by each such Winner) and in all forms of media, without compensation, remuneration, or other authorization. BEC expressly disclaims any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. BEC makes no representations or warranties in connection with the Prize. Restrictions, conditions and limitations apply.

8. Posting Terms and License to Use Entrant Information: In order to promote, market and publicize the Contest, BEC and its respective affiliates may require a license to use any and all information, materials and content submitted in the Contest including, but not limited to, each Entrant's names, tradenames, trademarks, logos, and any other information submitted. Accordingly, by submitting an entry, each Entrant expressly grants to BEC a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, however BEC may deem fit in its sole and absolute discretion, whether in connection with the Contest or otherwise, all content submitted in connection with an entry.

9. Contest Conditions: The Contest is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Contest or in these Official Contest Rules. Any violation of these Official Contest Rules may result in disqualification and any violation of these Official Contest Rules by any Winner will result in such Winner's disqualification as a Winner and all privileges as a Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS NEW YORK ISLANDERS HOCKEY CLUB, L.P., BROOKLYN EVENTS CENTER, LLC, BARCLAYS BANK PLC, THE NATIONAL HOCKEY ASSOCIATION, UNITED PARCEL SERVICE, INC., AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY OR PARTICIPATION IN THE CONTEST.

10. Limitations of Liability: BEC shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. BEC may prohibit an Entrant from participating in the Contest or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Entrants or BEC representatives or employees. If, for any reason, the Contest is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of BEC which, in the sole opinion of BEC, corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, then BEC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest and select the Winners based on entries received prior to the action taken.

11. Claims/Choice of Law: (a) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (b) under no circumstances will Entrant be permitted to seek the award of, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, or the rights and obligations of Entrants and/or BEC in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of New York. All Entrants agree to submit to the exclusive jurisdiction of the courts of the State of New York and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Contest or Official Contest Rules.

12. Winners List: For a copy of the name of the Winners, send a postage paid, self-addressed envelope to:

New York Islanders
Attn: Melanie Sabol
168 39th Street, 7th Floor
Brooklyn, NY 11232

Requests must be received within thirty (30) days of the date the Contest officially ends.

13. NHL Rules: The Contest and the terms and conditions contained herein shall be governed by all NHL rules, regulations, resolutions, and agreements, as they may be modified or amended from time to time.