

**PET SUPPLY DONATION DRIVE SWEEPSTAKES  
OFFICIAL RULES**

1. **NO CONTRIBUTION NECESSARY TO ENTER OR WIN. A CONTRIBUTION WILL NOT INCREASE YOUR CHANCES OF WINNING.** The Pet Supply Donation Drive Sweepstakes (the "**Sweepstakes**") is sponsored by the Lightning Foundation, Inc. (the "**Foundation**") a Section 501(c)(3) tax-exempt organization with its principal place of business at 401 Channelside Drive, Tampa, FL 33602. The Foundation is the official charity of the Tampa Bay Lightning Hockey Club (the "**Lightning**"). Sweepstakes is only offered in Hillsborough County, Florida (the "**Sweepstakes Area**"). Void outside the Sweepstakes Area and where prohibited.
2. The Sweepstakes raises toy donations to support the Humane Society of Tampa Bay. Prize is either funded by the Foundation or donated by third parties. The Sweepstakes will be conducted prior to the Lightning home game (the "**Game**") at AMALIE Arena, 401 Channelside Drive, Tampa, Florida 33602 (the "**Arena**") on Saturday, March 2, 2019.
3. Sweepstakes is subject to all federal, state and local laws. The Foundation shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding deadlines, winner selection, prize restrictions, and eligibility — and all such decisions are final. By participating, you irrevocably, fully and unconditionally agree to be bound by these Official Rules and waive any right to claim ambiguity in these Official Rules and/or in any other Sweepstakes and/or Sweepstakes-related advertising or materials.

**ENTRY PERIOD**

4. The Sweepstakes begins approximately two (2) hours before the Arena gates open to the general public for the Game and ends once the puck has been dropped for the start of the Game (the "**Sweepstakes Period**").
5. The Foundation's computer is the official time-keeping device for the Sweepstakes. Please note that National Hockey League ("**NHL**") game dates and times and Arena gate opening times are determined in the sole discretion of the NHL and/or the Lightning, as applicable, and are subject to change. If the Game is not played for any reason, the applicable entry period will end at 8:00 PM ET on the designated Game date.

**ELIGIBILITY**

6. To be eligible, each participant must be at least eighteen (18) years old and present in the Sweepstakes Area (above) at the time of entry.
7. Employees, officers, directors, agents, representatives and volunteers of the Foundation, the Lightning, The Humane Society of Tampa Bay ("**Humane Society**"), any other entity directly involved in the development or administration of the Sweepstakes and the members of their immediate families (defined as spouses, parents, siblings, and children) and households, are not eligible to enter or win. The term "**household**" includes all persons residing together (part-time or full-time) in a single residence, whether or not related.
8. Sweepstakes is not open to groups, clubs or organizations. Groups, clubs and organizations are prohibited from reproducing or distributing Sweepstakes materials to their members without the Foundation's prior express consent.

## TO PARTICIPATE

9. There are two (2) methods of entry for this Sweepstakes. NO PURCHASE NECESSARY TO ENTER OR WIN.
  - a. **Automatic Entry with Donation.** Participants may enter by making a charitable donation at the Foundation's designated donation area located on the *West Plaza* of the Arena during the Sweepstakes Period of at least one (1) of the following new items: pet food, toys and treats, grooming tools and/or cleaning supplies.
  - b. **Alternatively**, participants may enter without donating by filling out and submitting the entry form at the designated donation area during the Sweepstakes Period.
10. Participants are required to provide truthful information and Foundation will reject and delete any entry that it discovers to be false or fraudulent. Foundation will disqualify any entry from individuals who do not meet the eligibility. Limit one (1) entry per person regardless of method of entry. Additional entries beyond the specified limit will be void. Foundation is not responsible for lost, damaged, incomplete, or otherwise deficient entries, or for any entries that are intercepted, illegible, misdirected, or otherwise unsuccessfully submitted or received during the Sweepstakes Period, whatever the cause. All entries become property of Foundation and will not be returned.

## DRAWING & ODDS

11. On or about Monday, March 4, 2019, Foundation will randomly select one (1) potential winner from all entries received for the Sweepstakes Period.
12. Odds of winning will depend on the total number of entries received. Potential winner is subject to eligibility verification by Foundation, whose decisions are final and binding. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED. Foundation will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winner. Decisions of the Foundation as to the selection of the winner will be final. Foundation is not responsible for false, incorrect, changed, incomplete or illegible contact information.

## NOTIFICATION

13. Potential winner will be notified by telephone call and/or email at the number or email address provided at the time of entry (the "**Prize Notification**"). Potential winner will have twenty-four (24) hours of the date of the Prize Notification to respond and may be required to complete and sign an Affidavit of Eligibility and Liability Release and, where legal, a Publicity Release (collectively, the "**Required Documentation**") and return via mail or email to Foundation, as directed by Foundation. If a potential winner cannot be contacted using the information provided or fails to respond to any such Prize Notification within twenty-four (24) hours; if any Prize Notification is returned as undeliverable (regardless if the message is ultimately delivered to the recipient); if Foundation is unable to verify potential winner's eligibility; if potential winner fails to sign and return the Required Documentation within the required time period or fails to comply with these Official Rules; if any prize is returned undeliverable; if a potential winner is unable or unwilling to accept the prize as stated; or if a potential winner cannot be verified as eligible for any other reason, the prize will be forfeited. Participants acknowledge that (a) it is their responsibility to check their email inbox and/or to ensure they receive any phone call from Foundation in connection with this Sweepstakes, and (b) Foundation will not be

held responsible for any failure by the winner to timely claim the prize in connection with the winner's failure to receive any message transmitted by Foundation. By entering this Sweepstakes, each participant gives his/her express permission to be contacted by Foundation by telephone (including text messaging), email, and/or postal mail for Sweepstakes purposes

## **PRIZE**

14. One (1) prize will be awarded. The prize will consist of admission for the winner and his/her one (1) guest to a Tampa Bay Lightning Morning Skate session (date to be determined by Foundation at its sole discretion). **TRAVEL TO/FROM ARENA IS NOT INCLUDED.** There is no associated retail value with the prize. The prize is merely the experience of attending a Morning Skate session at the Arena.

## **PRIZE RESTRICTIONS**

15. All prize details shall be at the Foundation's sole discretion. Winner assumes sole responsibility for all expenses and incidental costs associated with the prize not explicitly outlined above, including without limitation, all federal, state and local taxes (if any), surcharges, and fees. **TRANSPORTATION TO/FROM THE ARENA IS NOT INCLUDED.** Any person who wins prizes through any Foundation-sponsored promotions with cumulative value equal to or greater than \$600 in a calendar year will receive an IRS MISC 1099 form or other required tax form.
16. The right to receive the prize is not transferrable. Any portion of the prize not accepted by winner is forfeited and no substitute will be offered or permitted. Prize may not be substituted except that the Foundation in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.
17. Winner's guest must be of legal age of majority in their jurisdiction of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. Winner and his/her guest agree to comply with all applicable Arena regulations in connection with the prize. Foundation reserves the right to remove or to deny entry to the winner and/or his/her guest who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Morning Skate. Released Parties (defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the Morning Skate.
18. Prize offered is provided "as is" with no warranty or guarantee either express or implied by the Foundation. The Foundation has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to prize. Other restrictions apply.

## **PUBLICITY RELEASE**

19. By accepting a prize, winner agrees to award the Foundation the right to publicize his or her name, photographs (including the use and appearance of his or her photograph on the Foundation's websites), likeness, biographical information, e-mail address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

## LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

20. The term “**Released Parties**” shall mean (a) the Foundation; (b) the Lightning; (c) Tampa Bay Arena, L.P.; (d) the National Hockey League (“**NHL**”), NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, National Hockey League Foundation, NHL Foundation, each of the other thirty (30) member clubs of the NHL, and each of their respective subsidiaries or affiliated entities, including any entity which, now or in the future, controls, is controlled by, or is under common control with the NHL or any of its member clubs, and the directors, officers, employees, partners, shareholders, owners and agents of the above entities (collective, the “**NHL Entities**”); (e) Humane Society; (f) any other company involved in the development or administration of the Sweepstakes; and (g) their respective parent companies, subsidiaries, agencies, affiliates, franchisees, promoters, prize suppliers, directors, officers, employees, agents and related persons.
21. By participating in the Sweepstakes, you agree that the Released Parties: (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic; (b) are not responsible for any incorrect or inaccurate information, whether caused by participant or other participant’s, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Sweepstakes, the printing of this offer, the administration of the Sweepstakes, the selection or announcement of the winner or prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in the Sweepstakes or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Sweepstakes; (e) are not responsible for any unauthorized third-party use of any entry materials; (f) are not responsible for the inability to select the winner because of postal failure, equipment failure, or data storage failure; and (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Sweepstakes, selection of winner, verification of the winner, the prize or otherwise in any other Sweepstakes and/or Sweepstakes-related materials.
22. RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE SWEEPSTAKES OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF THE PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE SWEEPSTAKES PAGE OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SWEEPSTAKES.
23. By participating in the Sweepstakes, you agree to release and hold Released Parties harmless from all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without

limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, relating to or arising from, in whole or in part, directly or indirectly, (a) your participation, or inability to participate, in the Sweepstakes, or any Sweepstakes-related or prize-related activity; (b) the use by Released Parties (including modification, adaptation, and reproduction) of entry materials during or after the Sweepstakes; (c) the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of the prize; and (d) any other claim or cause of action you may have against any Released Party.

- 24.** BY PARTICIPATING IN THE SWEEPSTAKES, YOU FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES OR THE PRIZE, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) 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 ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, AND ANY OTHER DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES. WITHOUT LIMITING THE FOREGOING, BY PARTICIPATING IN THE SWEEPSTAKES AND/OR ACCEPTING THE PRIZE, YOU RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS RELEASED PARTIES FROM ALL CLAIMS, DEMANDS, DAMAGES, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER, WHICH YOU MAY NOW OR HEREAFTER ASSERT.
- 25.** SOME STATES DO NOT ALLOW LIMITATIONS ON THE ABILITY TO PURSUE CLASS ACTION REMEDIES, OR ON CERTAIN KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

## MISCELLANEOUS

- 26.** In the event Foundation is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Foundation's control (each a "**Force Majeure**" event or occurrence), Foundation shall have the right to modify, suspend or terminate the Sweepstakes or prize. Foundation additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Foundation's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.
- 27.** The Foundation reserves the right to disqualify any individual from further participation in the Sweepstakes if the Foundation concludes, in its sole discretion, that such person (a) has attempted to tamper with any entries or the operation of the Sweepstakes, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards the Foundation or any other participant or person in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to obtain Sweepstakes Tickets except as permitted herein, including by using

any prohibited device or method. Any failure by the Foundation to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.

28. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND THE FOUNDATION RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.
29. All activity arising out of and relating to the Sweepstakes, including any reference to the status of any person as a "winner" is subject to verification and/or auditing for compliance with the Official Rules. If the Foundation determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or participant with the Official Rules, the Foundation reserves the right to disqualify such entry and/or participant from the Sweepstakes and prize at any time. The Foundation reserves the right to conduct a background check on any potential winner and to disqualify any individual based on such background check if the Foundation determines in its sole discretion that awarding a prize to any such individual might reflect negatively on the Foundation. Each participant agrees to cooperate with the Foundation and its representatives in connection with all verification, auditing and/or background check activities.
30. The Foundation reserves the right to correct typographical, printing or clerical errors in any Sweepstakes-related materials. No more than the stated number of prizes will be awarded. If 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, the Foundation reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.

## DISPUTES

31. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participants or Released Parties in connection with the Sweepstakes, shall be governed by Florida law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Florida.
32. **Arbitration:** Except where prohibited by law, by participating in the Sweepstakes, you expressly agree that (a) all disputes and causes of action arising out of or connected with the Sweepstakes or the prize shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA") in Hillsborough County, Florida; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction.
33. By participating in the Sweepstakes, you expressly (a) agree that any legal proceedings arising out of or relating in any way to the Sweepstakes or these Official Rules shall be brought only in the federal or state courts located in Hillsborough County, Florida, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.
34. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Sweepstakes-related materials, including but not limited to the Sweepstakes Tickets,

forms or receipts, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### **NHL & TRADEMARKS**

- 35. NHL ENTITIES (DEFINED ABOVE) WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE SWEEPSTAKES OR THE PRIZE. THE NHL ENTITIES HAVE NOT OFFERED OR SPONSORED THE SWEEPSTAKES IN ANY WAY.**
- 36. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes.**

#### **WINNER'S NAME/OFFICIAL RULES**

- 37. For a copy of the Official Rules or the Winner's name, mail a self-addressed stamped envelope to: Pet Supply Donation Drive Sweepstakes c/o the Foundation, 401 Channelside Drive, Tampa, FL 33602, specifying either "Winner's Name" or "Official Rules." Winner's Name will be available after April 30, 2019.**
- 38. Sponsor: Lightning Foundation, Inc.**

#### **STATE NONPROFIT DISCLOSURES**

- 39. A COPY OF OFFICIAL REGISTRATION AND FINANCIAL INFORMATION FOR LIGHTNING FOUNDATION, INC. (REGISTRATION NUMBER CH-53533) MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE WITHIN THE STATE 1-800-HELP-FLA (1-800-435-7352) OR BY VISITING [HTTP://WWW.FRESHFROMFLORIDA.COM](http://www.freshfromflorida.com). REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.**