

Jägermeister® x NHL Season of Ice Cold Shots Sweepstakes **Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND SWEEPSTAKES ADMINISTRATOR. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Sweepstakes Name: Jägermeister® x NHL Season of Ice Cold Shots Sweepstakes (the “Sweepstakes”).

Sweepstakes Dates: Sweepstakes is scheduled to begin at 12:00:00am Eastern Time (“ET”) on **3/6/2024** and end at 11:59:59pm ET on **4/5/2024** (the “Registration Period”). The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void outside of the fifty (50) United States, District of Columbia, and wherever prohibited or restricted by law.

Who may Enter: Sweepstakes is open only to legal residents of the fifty (50) United States and District of Columbia, who are age twenty-one (21) or older as of date of entry, who are an Instagram account holder, and who have a valid U.S. driver’s license or government-issued photo ID, except the following persons who are not eligible to enter or win:

- (a) Employees, officers, directors, agents and representatives of **Mast-Jägermeister US, Inc.** (“Sponsor”), Mast-Jägermeister SE, Mast-Jägermeister US Holding, Inc., **Million Dollar Media** (the “Sweepstakes Administrator”), the National Hockey League (“NHL”), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities, collectively, the “NHL Entities”), and each of the foregoing’s respective franchisees, owners, contractors, parents, affiliated companies, subsidiaries, distributors, printers, advertising and promotion agencies; any and all other companies associated with the design or execution of this Sweepstakes; any employee, officer, director, member, shareholder, or agent of any licensed alcohol wholesaler, manufacturer, distributor or retailer of alcohol-beverage products (collectively, “Released Parties”); and the members of the immediate families or households, whether or not related, of any of the above. “Immediate family members” includes, for purposes of this Sweepstakes, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step grand-children) and each of their respective spouses, regardless of where they reside.

How to Enter: To enter, (a) follow the Jägermeister Instagram handle (@Jagermeisterusa), and (b) visit www.Jagermeister.com/en-US/icecoldsweeps during the “Registration Period” and follow the online entry instructions provided to register. Each entrant must fully complete the online registration page with all required information including his/her first name, last name, ZIP code, valid email address, phone number (*including area code*), date of birth and any other required information per the online entry form. If you do not have an Instagram account, download the Instagram application through the application store on your mobile device to register. The Instagram application and registering for an Instagram account is free, and Instagram’s Terms of Use apply. For details, visit <http://instagram.com/legal/terms/>. After having read and agreed to these Official Rules, click the submit button to submit your entry. Data rates may apply. All entries must be fully complete and include all required information, and must be received by 11:59:59 pm ET on **4/5/2024** to be eligible. If you enter on a wireless service provider’s network (as opposed to a Wi-Fi network), your carrier’s text and data rates will apply. You should consult your wireless service provider’s pricing plan for details. You agree to incur any and all charges imposed by your wireless carrier.

- After completing your online entry, you will have the option to share the Sweepstakes by submitting email addresses of other consumers. If you choose to share the Sweepstakes, you will earn an additional bonus entry for each new entrant who registered using the email address you shared at the time of your registration ('Bonus Entry Entrant'). Maximum of one (1) bonus entry will be awarded for each new Bonus Entry Entrant to a single entrant as solely determined by Sponsor.

Limit one (1) entry per person and per valid email address during the entire Registration Period. Multiple entries will be disqualified. Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, delayed, inaccurate, or damaged entries, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each entrant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address, name or phone number will be disqualified and ineligible to claim any prize. Any attempt by any entrant to obtain more than the stated number of entries allowed by using same, multiple/different mobile numbers, email addresses, identities, or any other methods void that entrant's entries and that entrant may be disqualified. No mechanically-reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. All entries received become the property of the Sponsor and will not be returned.

Any available opt-in opportunities are not required to enter the Sweepstakes, and opting-in will not improve your chances of winning. By participating and submitting an entry, entrant agrees that Sponsor and its designated parties (including, as applicable, the NHL) are authorized to contact entrant via email, text, mail, phone or any other form of media to make entrant aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor's (and the applicable designated parties') featured products, special events or future contests, promotions or offers or other messaging. Entrants may opt-out of any further email communication at any time by simply replying REMOVE to any email message or following the provided opt-out instructions.

In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

By registering to enter the Sweepstakes, you affirm that you have read and accepted these Official Sweepstakes Rules. All entrants agree to be bound by and abide by the Official Rules of the Sweepstakes.

Winner Selection and Notification (*maximum of 1 grand prize, 5 first prize and 10 second prize winners*): Following conclusion of the Registration Period, Sponsor shall conduct a random prize drawing on or about 4/6/2024 from among all eligible entries received, to select a total of one (1) potential grand prize winner, (5) potential first prize winners, and (10) potential second prize winners (each a "Potential Winner").

- **Note: There is a maximum of one (1) prize award per person or household in this Sweepstakes.** If eligible entries are less than the scheduled number of prizes available, then associated prize award(s) shall not be awarded.

Each Potential Winner will be notified initially by phone or email following his/her selection. If the Sweepstakes Administrator is unsuccessful in its attempt to reach and speak directly with any selected

Potential Winner by phone within forty-eight (48) hours of the initial attempt to the phone number associated with his/her entry, then that contestant may be disqualified and an alternate Potential Winner may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (time permitting).

- **Note: phone messages will not be left during the winner notification process.**

During winner notification, the selected Potential Winner must confirm their eligibility, and indicate their willingness to accept the associated prize award, as designated by Sweepstakes Administrator (see below). The Potential Winner will then receive official notification via email and will be required to complete and return within two (2) days of receipt of prize acceptance document including affidavit of eligibility and liability/publicity release form.

If the selected Potential Winner does not meet the eligibility requirements or elects to decline the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate Potential Winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified entrant will not receive any alternate prize substitution or compensation.

All of the following will apply to each Potential Winner: 1) Potential Winner will be required to complete and return, within two **(2) days** of date of receipt, a prize acceptance form, including an affidavit of eligibility and a liability/publicity release (publicity release where permitted); 2) Potential Winner may be required to present a copy of a valid driver's license or government I.D. as a condition of receiving any prize; and 3) prize winner will be responsible for paying all applicable taxes on prize.

Decisions of the Sponsor and Sweepstakes Administrator in the selection and determination of prize winners, and all matters relating to this Sweepstakes are final and binding.

Grand Prize (maximum one (1) Grand Prize): The Potential Winner designated as the grand prize winner ("Grand Prize Winner") shall be awarded the following grand prize:

- Two (2) tickets to each regular season home game (*played within the United States*) of Grand Prize Winner's choice of an NHL team for the 2024/2025 season ("Season Tickets").
- One (1) Jägermeister Single Bottle Tap Machine

The following applies to the Season Tickets portion of Grand Prize:

- Grand Prize Winner may select a maximum one (1) NHL team who plays its home games within the United States.
- In the event prize is unavailable for a selected team, Grand Prize Winner will be asked to select an alternate team.
- The one (1) NHL team the winner selects must be a participating member of the National Hockey League.
- Teams may not be combined, and a team may not be changed once selected.
- Seat location may change from game to game within the same season at Sponsor's discretion.

TRAVEL TO/FROM ARENA IS NOT INCLUDED AS PART OF PRIZE. Seat location shall be as solely determined and designated by Sponsor. Tickets are subject to availability, and any applicable arena or NHL capacity restrictions and regulations, including COVID-19 vaccination or testing policy or mask-wearing policies. Grand Prize Winner and guest must abide by all league/team/arena policies. No refund or compensation will be made in the event of the cancellation or delay of any game. All expenses and travel costs incurred as a result of seeking or winning a prize are the sole responsibility of Grand Prize Winner. Any expenses or costs not expressly stated in the description of the prize above, including, but not limited to, ground transportation, accommodations, parking fees, meals, incidentals, or other expenses, are the sole responsibility of Grand Prize winner.

Actual game date and time are determined in the sole discretion of the league/team/arena, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event any game date is not played or attendance is restricted or prohibited due to weather, pandemic, an Act of God, an act of terrorism, civil disturbance, work stoppage or any other reason. Sponsor and the NHL Entities will not be responsible for any game date delay, rescheduling, postponement or

cancellation due to weather, pandemic, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other event that may cause the cancellation or postponement of the game. Prize award may be delivered to winner only to the registered email address or mobile phone number (for mobile/digital tickets) as provided at the time of entry and winner notification. Winner is solely responsible for any required software application for access to mobile or digital ticket delivery. Once delivered, prize shall be considered delivered to winner and Sponsor shall have no responsibility for any delivery that is delayed, damaged, lost, misdelivered, not received or stolen. If, for whatever reason, the game is cancelled, tickets will not be awarded, and Sponsor will have no further obligation to Grand Prize Winner. If game is postponed or rescheduled, the ticket terms will govern, and Sponsor will have no further obligation to Grand Prize Winner.

Grand Prize Winner and guest fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that may be implemented from time to time based upon public health and government-sponsored guidelines (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

Approximate Retail Value ("ARV") of Grand Prize: \$10,235.

Second Place Prize Package (maximum 5 Second Place Prizes): Each Potential Winner designated as a second place prize winner ("Second Place Prize Winner") shall be awarded the following Second Place prize:

- One (1) Jägermeister Single Bottle Tap Machine
- One (1) \$200 NHL Shop gift card, subject to terms and conditions of NHL Shop gift card policies.

ARV of each Second Place Prize: \$435.00

Third Place Prize Package (maximum 10 Third Place Prizes): Each Potential Winner designated as a third place prize winner ("Third Place Prize Winner") shall be awarded the following Third Place prize:

- One (1) Jägermeister Single Bottle Tap Machine
- One (1) Jägermeister merchandise pack

ARV of each Third Place Prize: \$290.00

General Prize Conditions: No alcoholic beverage is part of any prize award. All merchandise items are awarded 'as is' without warranty, express or implied, unless as otherwise noted from manufacturer of respective prize. Prize winners must accept delivery of prize in the method as solely determined and designated by Sponsor. Prize shall be shipped only to the designated winner's residential address as submitted during initial online registration and/or as provided during winner notification, via the carrier as determined and designated by Sponsor (i.e., UPS, USPS or other Sponsor-designated carrier), or as otherwise specified by Sponsor. **Allow 8 – 12 weeks for prize delivery.**

Once shipped, prize shall be considered as awarded and delivered, and Sponsor shall not be responsible for actual receipt of delivery by winner. Sponsor shall not be responsible for any lost, late, undelivered, misdirected, damaged or stolen delivery; or any incorrect delivery address provided by winner during registration or prize claim. In the event of any delivery issues, including undelivered, misdirected, lost or stolen deliveries, Sponsor shall have no responsibility to replace the prize award, and prize award shall not be substituted by Sponsor with any alternate prize award or compensation. Winner shall look solely to designated shipper/carrier for any lost, damaged, stolen or mis-delivered packages and not to Sponsor for any delivery issues.

All other costs and expenses related to prize acceptance, redemption and use not specified herein as being provided are the sole responsibility of winner. All income, federal, state and local taxes are the winner's sole responsibility. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, entrant will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded. Limit one (1) prize per person. Total ARV of all available prizes: \$15,310.00

Additional Rules & Restrictions: By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Sweepstakes Administrator, which shall be final in all matters relating to this Sweepstakes. In the event an entrant wins a prize and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Sweepstakes constitutes permission for the Sponsor, the Released Parties and their designees to use entrants' names, likenesses, images, biographical information, cities and states of residence for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death and including as a result of the novel COVID-19 virus), damages, losses or expenses arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, pandemics, rescheduling of the NHL® season, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Entrants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Released Parties disclaim all liability for the inability of an entrant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond their control, or otherwise. Released Parties disclaim any liability for entries not received due to technical difficulties or transmission errors. Released Parties disclaim all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Sweepstakes, including, without limitations, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of the Sweepstakes, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Sweepstakes website.

Sponsor reserves the right to cancel, modify or terminate the Sweepstakes for reasons including, but not limited to fraud, misconduct, regulatory requirements, acts of God, pandemics, cancellation or

rescheduling of the NHL® season, or if any technical issues or failures destroy or threaten the integrity of the Sweepstakes, in the opinion of the Sponsor/Sweepstakes Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes as determined by Sponsor/Sweepstakes Administrator, in their sole discretion. In the event of early termination of the Sweepstakes, Sponsor reserves the right to determine prize winner(s) in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination or as otherwise deemed fair and appropriate by Sponsor.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New York; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will entrant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New York.

DISCLAIMER OF WARRANTIES: THE SPONSOR IS PROVIDING THE SWEEPSTAKES ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SPONSOR DOES NOT REPRESENT OR WARRANT THAT THE SWEEPSTAKES OR THE TECHNOLOGY USED TO PROVIDE IT: (I) WILL BE UNINTERRUPTED OR SECURE; (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS; OR (III) WILL MEET YOUR REQUIREMENTS OR ENABLE YOU TO PARTICIPATE IN IT. THE RELEASED PARTIES MAKE NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE RULES, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

Odds: Odds of being selected as a prize winner are dependent upon the total number of eligible entries received.

Official Rules & Winners List: For a copy of these Official Rules, or the name of prize winners, send a self-addressed, stamped envelope to be received by 6/5/2024 to: Jägermeister® x NHL Season of Ice Cold Shots Sweepstakes, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list.

Sponsor: This Sweepstakes is sponsored by Mast-Jägermeister US, Inc., 10 Bank Street, Suite 900, White Plains, NY 10606.

Sweepstakes Administrator: The Sweepstakes is administered by Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095.

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