

USA Hockey
“Hockey Jersey Giveaway” Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. SPONSOR. The “Hockey Jersey Giveaway” (the “Contest”) is sponsored by USA Hockey, Inc., (“Sponsor”), 1775 Bob Johnson Drive, Colorado Springs, Colorado 80906. The Contest is not sponsored or administered by Facebook, Instagram, Twitter or Winmark Corporation (“Winmark”).

2. ENTRY PERIOD. The Contest entry period begins Friday, February 24, 2023 at 6:00 a.m. MST and ends Monday, February 27, 2023 at 11:59 p.m. MST (the “Entry Period”). Selection of winning entry is as described in Section 5 below. Sponsor’s (or its designee’s) computer is the official timekeeper for this Contest.

3. ELIGIBILITY. The Contest is only open to entrants who, as of the entry date, are legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old. The Contest is void outside the eligible Contest territory, and where prohibited or restricted by law. Employees, officers and directors of Winmark, and their respective parents, subsidiaries, affiliates, franchisees or employees of franchisees, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter or participate. The Contest, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible Contest territory, and entrants must be present in the eligible Contest territory at the time they enter.

4. HOW TO ENTER; ENTRY REQUIREMENTS.

a. How to Enter. During the Entry Period, you may enter the Contest by uploading a photo on Twitter or Instagram, while wearing your favorite hockey jersey. YOUR PHOTO UPLOAD MUST CONTAIN THE FOLLOWING TAG(S): @USAHockey and @WinmarkResale; NO PURCHASE OF A USA HOCKEY SPONSOR PRODUCT IS NECESSARY TO ENTER OR WIN THIS CONTEST. Your photograph is referred to herein as the “Entry.” The Entry must conform to the entry requirements in Section 4(b) below and will be judged as described in Section 5 below.

LIMIT: One (1) Entry per person in the Contest (regardless of method of entry), and an Entry may include only one (1) eligible photo. An Entry must be received by Sponsor during the Entry Period.

To enter via Twitter, your account must be set to “public”. If you do not have a Twitter account, visit www.Twitter.com. Creating a Twitter account is free. When uploading your Entry via Twitter, your Entry must be uploaded in accordance with the Twitter Terms of Use, available at <https://twitter.com/tos>.

To enter via Instagram, your account must be set to “public”. If you do not have an Instagram account, visit www.Instagram.com. Creating an Instagram account is free. When uploading your

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Entry via Instagram, your Entry must be uploaded in accordance with the Instagram Terms of Use, available at <https://help.instagram.com/581066165581870>.

An entrant must be the rightful owner (or have authorized use) of the e-mail address identified with the participant's social media account. Multiple participants are not permitted to share the same email address, or social media account. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, or Twitter or Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's Entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to an entrant's Entry, the natural person who is the authorized account holder of the email address identified with the participant's Entry (including the participant's social media account used for the Entry) will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Contest. The "authorized account holder" is the natural person assigned to an email address by an Internet access provider, online service provider, Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the winning entrant may be deemed ineligible.

ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED. Normal Internet access and usage charges imposed by entrant's online service will apply.

b. Photo Requirements. Each Entry must meet the following requirements, compliance with which shall be as determined by Sponsor in its sole discretion: i. The Entry may only feature the entrant, and must include the required tag(s).

ii. The Entry must be digital and uploaded in a format permitted by Instagram or Twitter, as applicable.

iii. The Entry must be suitable for a public forum, and in keeping with Sponsor's positive family friendly image, and may not be offensive or inappropriate, as determined by Sponsor in its sole discretion. Without limiting the foregoing, an Entry must not contain any obscene images, nudity, profanity or lewd gestures.

iv. The Entry must be entirely original to the entrant, and must NOT include any mention or performance of any copyrighted media production, including, without limitation, music, films, books, television programming, etc., or identifying descriptions of any

media property. An original creation is the product of one's own mind created solely by the entrant(s), and is not a copy or imitation. Modifying, enhancing or altering a third party's preexisting work does not qualify as an entrant's original creation.

v. The Entry must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, copyright, trademark, trade secret, or right of privacy or

publicity, and must NOT incorporate or include anything (e.g., third party names, marks or logos) that would require the consent of any third party for the use of the Entry (or any part thereof) by Sponsor or any of its designees.

vi. The Entry must NOT have been previously published, submitted to another contest, won any other award, broadcast on a media network or submitted to any entertainment entity.

vii. To the extent that a third party shot or helped with the production of an Entry, the entrant must be able to provide on request all appropriate clearances, permissions and releases from that third party's participation in the creation or production of the entry and location releases for all recognizable locations. In the event an entrant cannot provide all required releases, Sponsor reserves the right, in its sole discretion, to disqualify the applicable entry or seek to secure the releases and clearances for Sponsor's benefit.

By submitting an Entry, the entrant (and a minor entrant's parent or legal guardian) represents and warrants that the submitted Entry complies with all requirements of these Official Rules, including those set forth in this Section 4, and will indemnify, defend and hold Sponsor and all Contest parties harmless from and against any breach of such representation and warranty.

Additionally, Entries are subject to the terms and conditions of Instagram, and Twitter, as applicable.

c. Certain Rights. Each entrant agrees that Sponsor and its successors, designees and assigns shall each have the perpetual, irrevocable, world-wide and fully-transferable right (but not obligation) to use, modify, display, reproduce, make derivative works of, and otherwise exploit entrant's Entry and submissions (or any part thereof) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit any Entry or submission (or any part thereof) or information or ideas contained within any entry or submission, all without payment, notice, attribution, consideration or consent. Such use includes, without limitation, the right to use an Entry (or any part thereof) on Sponsor's websites and/or social media channels in connection with the Contest, and for any other purpose as determined by Sponsor in its sole discretion; provided, however, there is no guarantee of use of an Entry (or any part thereof) for any purpose; and provided further, the timing of any posting shall be as determined by Sponsor in its sole discretion, and an entrant shall have no claim with respect to the delayed timing of a posting or failure to make a posting. Sponsor does not have any obligation to maintain any of the entries or submissions, or any information or ideas contained therein, as confidential or proprietary. SPONSOR AND ITS DESIGNEES RESERVE THE RIGHT TO EDIT, MODIFY, OR ABRIDGE ANY SUCH ENTRY OR SUBMISSIONS FOR ANY REASON PRIOR TO USE, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH USE IN THE CONTEST, AND ENTRANT CONSENTS TO ANY SUCH ACTIVITIES.

d. Additional Requirements. The Entry must be received by Sponsor during the Entry Period. Failure to submit in the manner required in these Official Rules may result in disqualification. ENTRY MATERIALS WILL NOT BE ACKNOWLEDGED OR RETURNED, AND, IN FACT, MAY BE DESTROYED. DO NOT SUBMIT ANY IRREPLACEABLE OR ONE-OF-A-KIND ENTRIES. Proof of submission of Entry will not be deemed to be proof of receipt by Sponsor. All entrants,

participants and entries are subject to verification by Sponsor. Any submission that does not comply with any aspect of these Official Rules, as determined by Sponsor in its sole discretion, may be rejected by Sponsor and the entrants disqualified

5. RANDOM SELECTION; NOTIFICATION.

a. Random Selection. Four (4) Eligible Entries (two (2) per platform) meeting the Entry Requirements, received during the Entry Period will be randomly selected as the winners by an individual appointed by Sponsor. The potential winners will be determined and announced on or about February 28, 2023.

b. Notification. The potential winners (and minor winner's parent or legal guardian) must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winners will be notified by direct message on the social media account used to submit the Entry, and the potential winners must provide a confirming email address to which Contest documents may be sent by Sponsor and winners may be confirmed. If a potential winner cannot be reached by direct message and/or if a potential winner does not provide the required confirming email address and information, in each case, within forty-eight (48) hours of first notification attempt, an alternate potential winner will be randomly selected.

c. Claiming the Prize. In order to claim the prize, the potential winners may be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor, which form must also be signed by a minor winner's parent or legal guardian. If required, the Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If the potential winner cannot be contacted within forty-eight (48) hours of the first attempt to contact him/her, or if a potential winner (or a minor winner's parent or legal guardian) fails to return the Affidavit/Release within the specified time if required, or if a potential winner or his/her entry is found to be ineligible, or if a potential winner (or a minor winner's parent or legal guardian) does not comply with the Official Rules, then the potential winner may be disqualified. In the event of the disqualification of a potential winner, an alternate potential winner will be randomly selected. An alternate potential winner will be notified by Sponsor as described above and may be required to return the required documents to Sponsor as described above; however, Sponsor, in its sole discretion, may adjust the above timing and delivery requirements. Sponsor is not responsible for the failure of a potential winner to receive Sponsor's notification or the required documents for any reason, or for the inability of such potential winner to return the required documents for any reason. All potential winners are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Entrants (and if entrant is a minor, an entrant's parent or legal guardian) will cooperate with Sponsor and its representatives in connection with any and all verification activities.

6. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Contest, each entrant (and a minor entrant's parent and legal guardian) fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor, which are final and binding in all respects.

Entrants and winner must comply with all terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements.

7. PRIZES. Subject to the terms and conditions of these Official Rules, four (4) Women's USA Hockey jerseys will be awarded in this Contest (two under each platform). Approximate retail value ("ARV") of each prize is \$150. Each prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize with another prize of equal or greater value (including cash) if the prize is not available for any reason as determined by Sponsor in its sole discretion. A winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. Winners waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded.

8. PUBLICITY. Except where prohibited by law, participation in the Contest constitutes entrants' and winners' (and a minor entrant's or winner's parent's or legal guardian's) consent for Sponsor and its designees to use an entrant's or winner's name, biography, likeness, voice, s, opinions, statements, hometown and state for promotional purposes in any manner or media (including, without limitation, on the Internet), worldwide, in perpetuity, and without further notice, payment, attribution, consideration or consent.

9. GENERAL CONDITIONS. Sponsor reserves the right to require entrants (and a minor winner's parent or legal guardian) to complete, execute and deliver to Sponsor additional documents at any time as required, in the forms provided, and within the timeframe required by Sponsor, or the entrant and participants may be disqualified. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right in its sole discretion (but does not have any obligation) to award prize on an alternate basis determined to be fair by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

10. RELEASE. By participating in the Contest, each entrant (and a minor winner's parent or legal guardian) forever, fully and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Contest partners (including Winmark), prize suppliers, Instagram and Twitter, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in

this Contest and/or entrant's award, receipt or use of any prize awarded in this Contest.

11. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription or posting of entries or entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected entries, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or

property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing, uploading or downloading any material to or from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's website by a hypertext link.

12. DISPUTES. Entrant (and a minor winner's parent or legal guardian) agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or the prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the City and County of Denver, Colorado; entrant (and a minor winner's parent or legal guardian) submits to sole and exclusive personal jurisdiction to said courts in the State of Colorado for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no

circumstances will entrant be permitted to obtain awards for and entrant (and a minor winner's parent or legal guardian) 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Colorado, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

13. DATA COLLECTION. With respect to information collected in connection with this Contest, Sponsor and its designees collect this information and use it to (a) administer the Contest, (b) for market research and (c) for other marketing purposes. Sponsor and its designees may share this information

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with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with its affiliates and select marketing partners who may use it to contact you with information and offers they believe will be of interest to you. Entrants who receive emails from Sponsor or any other third party and who wish to unsubscribe must unsubscribe individually to each sender's email.

14. OFFICIAL RULES. These Official Rules are available by sending a self-addressed stamped

envelope to "Women's Hockey Jersey Giveaway – Rules Request" c/o USA Hockey, Inc., 1775 Bob Johnson Drive, Colorado Springs, Colorado 80906. Vermont residents may omit return postage.

15. WINNER LIST. To request a list of the Contest winners, send a self-addressed postage-stamped envelope to "Women's Hockey Jersey Giveaway – Winner List Request", c/o USA Hockey, Inc., 1775 Bob Johnson Drive, Colorado Springs, Colorado 80906. Requests must be received by April 1, 2023.