

## Official Rules

### 50/50 Charity Raffle at KeyBank Center

#### Sponsored by Buffalo Sabres Foundation

Please read these Official Rules before entering the 50/50 charity raffle at KeyBank Center (the “**Raffle**”). By purchasing a ticket, you represent that you meet all of the below-stated requirements and agree to be bound by these Official Rules and by the decisions of Buffalo Sabres Foundation (the “**Sponsor**”), a 501(c)(3) charitable organization, or its representative.

**1. THE RAFFLE:** The 50/50 charity Raffle at KeyBank Center (“KBC”) is a raffle whereby tickets are sold throughout KBC and the surrounding areas at Buffalo Sabres home hockey games, each ticket carrying a unique ticket number. In or around the third period of a home game, the winning Raffle ticket number will be announced on the main scoreboard at KBC and posted on the [www.buffalosabres.com](http://www.buffalosabres.com) website. The fan who purchased the winning Raffle ticket will receive fifty percent (50%) of the Net Proceeds of the Raffle; the “Net Proceeds” of a given Raffle means the total sales of Raffle tickets for that home game Raffle minus any related expenses from the Raffle ticket sales for the applicable Raffle Period (the “**Prize**”). All remaining proceeds from the Raffle shall be retained by Buffalo Sabres Foundation, a 501(c)(3) charitable organization and the sponsor of the Raffle, to be used for charitable purposes in the Western New York region. Each Raffle begins approximately two (2) hours before a Sabres home game start time and ends at the conclusion of the second period of the same game (each a “**Raffle Period**”). All 50/50 Raffle ticket sales are final.

**2. ELIGIBILITY:** The Raffle is only open to anyone eighteen (18) years of age or older as of the date of such person’s purchase of the Raffle ticket (each a “**Participant**”). Employees, agents, representatives, and contractors of the Sponsor, Hockey Western New York, LLC d/b/a Buffalo Sabres (the “**Club**”) and Western New York Arena, LLC, and their respective subsidiaries, affiliates, and advertising/promotional agencies, and the immediate families and household members of each of the foregoing, are not eligible to enter or win. The Raffle is subject to all applicable federal, state and local laws.

**3. ENTRY:** If you meet the eligibility requirements, you may enter the Raffle by agreeing to be bound by these Official Rules and purchasing Raffle tickets in one of the following amounts: One (1) Raffle ticket for Two Dollars (\$2.00), Three (3) Raffle tickets for Five Dollars (\$5.00), ten (10) Raffle tickets for Ten Dollars (\$10.00), or thirty (30) Raffle tickets for Twenty Dollars (\$20.00) from the stationary kiosk selling locations within KBC or from uniformed Raffle sales volunteers circulating in and around KBC. The purchase of a Buffalo Sabres game ticket or any other item is not required to enter the Raffle. Participant need not be present to win. All Raffle ticket purchases must be completed by the end of the applicable Raffle Period. The Sponsor, Club, and any related entities are not liable for any lost, stolen, late, misdirected, incomplete, illegible, undelivered, or destroyed tickets regardless of cause including, but not limited to, any problem or technical malfunction of any computer, online system or server or technical problem. Further, Sponsor, Club, and any related entities are not liable for tickets redeemed in error by their respective employees, members or agents.

**4. DRAWING:** The Raffle Prize winner will be selected in a random drawing. A single Raffle ticket number shall be randomly selected from all eligible Raffle ticket numbers sold during each Raffle Period. The drawing will be held in or around the third period of the home game (unless another time frame is designated for sale of 50/50 Raffle tickets by the Sponsor, in its sole discretion). The random selection will be conducted by the Sponsor whose decision is final and binding. The randomly selected winning Raffle ticket will be announced over the KBC public announcement system, displayed on the kiosk monitors and posted on the [www.buffalosabres.com](http://www.buffalosabres.com) website. In the Event the public announcement system, kiosk monitors or website are inoperable, the randomly selected winning Raffle ticket number can be found at the Account Services office at KBC.

**5. CLAIMING A PRIZE:** To claim a Prize, the holder of the randomly selected winning Raffle ticket number (a “Prize Claimant”) must contact Sponsor and present the winning Raffle ticket within fifteen (15) calendar days of the applicable drawing either (i) in-person at the Account Services at KBC during a Buffalo Sabres home hockey game, or (ii) to a Club representative at 1 Seymour H. Knox III Plaza, Buffalo, New York 14203. Each Prize Claimant must provide Sponsor with all information required to claim a prize (including tax identification information). The Prize Claimant will be required to execute an Affidavit of Eligibility & Liability/Publicity Release (“Affidavit”) in the form approved by Sponsor and a W-9 IRS form prior to receipt of the Prize. In the event that a Prize Claimant either: (a) does not notify Sponsor within fifteen (15) days of the drawing; (b) is ruled ineligible for any reason; (c) refuses the Prize; or (d) does not return an executed Affidavit, then, in each such event, the Prize will be forfeited and will be retained by Sponsor. Sponsor has no obligation and is not in a position to contact holders of potential winning ticket numbers. All Prizes will be delivered to Prize Claimant and paid via check within fifteen (15) days of the Prize Claimant delivering the winning Raffle ticket, executed Affidavit, and all other required documents to Sponsor. For security and safety reasons, no cash payments will be made to the Prize Claimant. Unclaimed winnings will be retained by the Sponsor for its charitable purposes. If you need more information, please call (716) 855-4444.

**6. ODDS:** Odds of winning are variable based on the total number of Raffle ticket numbers sold during each Raffle Period.

**7. TAXES:** Each Participant acknowledges that they have been informed that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of a Raffle ticket does not qualify as a deductible charitable contribution. The Prize Claimant is responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded Prize. Furthermore, each Prize Claimant acknowledges that federal law requires that a tax withholding on certain prize values must be collected from winners upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each Prize is claimed will be followed.

**8. TRANSFER OF RAFFLE TICKET:** Raffle tickets may not be resold, or permitted by to be resold, by a Participant. Any Raffle ticket which has been resold in violation of these Official Rules shall be void and such Raffle ticket numbers shall be ineligible to win. All individuals who re-sell, purchase, or receive a Raffle ticket in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a Prize.

**9. PARTICIPANT’S GRANT OF LICENSE:** By participating in the Raffle or accepting a Prize, each Participant and Prize Claimant hereby irrevocably and perpetually grants to the Sponsor and Club, and their designees, a worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display any images

or likenesses taken or captured of the Participant or Prize Claimant in connection with their participating in the Raffle or receiving a Prize (collectively, the “**Images**”), in any form, media or content which now or hereafter exists, for advertising, promotional or any other commercial purposes as well as non-commercial purposes. Participant and Prize Claimant each waive any compensation for any use of such Images. Participant and Prize Claimant each hereby release and waive any claims, demands, damages, losses, liabilities and causes of action arising from the Sponsor, Club, or their designee’s, uses of the Images, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Participant’s name or likeness.

**10. RELEASE OF LIABILITY AND INDEMNITY:** By participating in the Raffle, Participant and Prize Claimant, both on each of his or her own behalves and on behalf of each of his or her spouses, assigns, guardians, administrators, executors and legal representatives, hereby release, waive, discharge, covenant not to sue, and indemnify the Sponsor, the Club, County of Erie, City of Buffalo, Erie County Industrial Development Agency, Buffalo Urban Renewal Agency, and the National Hockey League and its member clubs (collectively the “**NHL**”), together with all of the past, present or future predecessors, successors, assigns, parent companies, subsidiaries, affiliates, related entities and persons, owners, shareholders, members, partners, trustees, elected officials, directors, managers, employees, servants, principals, agents, consultants, contractors, representatives, sponsors, and insurers of each of the foregoing from any claim or loss arising out of or related to the Participant’s or Prize Claimant’s participation in the Raffle, acceptance of the Prize, or any exercise by the Sponsor of any of its rights set forth herein or the Official Rules of the Raffle, including, but not limited to, any claims related to (i) any injury to the Participant (including death) or the Participant’s property that occurs in connection with participation in the Raffle, receiving the Prize or any related activities, (ii) any failure to report and pay any income taxes arising from acceptance of the Prize, and (iii) the Participant’s acts or the acts of any other party with respect to the Participant’s receipt of the Prize, or participation in the Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder.

**11. DISPUTES AND GOVERNING LAW:** The Raffle shall be governed by the laws of the State of New York without giving effect to any choice of law or conflict of law rule of any jurisdiction. As a condition of participating in a Raffle, Participant and Prize Claimant agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with the Raffle, shall be resolved individually, without resort to any form of class action, exclusively by arbitration in a location selected solely by Sponsor in Erie County, New York. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorney fees, other than participants’ actual out-of-pocket expenses (i.e., costs associated with entering the Raffle), and participant further waives all rights to have damages multiplied or increased. Any claims regarding the Raffle that are not deemed released and in the event arbitration is not enforced, must be brought in the State or Federal Courts in Erie County, New York, and Participant and Prize Claimant hereby consent to the personal jurisdiction of such courts for purposes of any such action. The Raffle is void outside the United States and where prohibited by law. **IN NO EVENT SHALL SPONSOR, CLUB OR ANY RELATED ENTITY BE LIABLE TO FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO ANY INDIVIDUAL PARTICIPANT IN THE RAFFLE.**

**13. DISQUALIFICATION; CHANGES:** Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the ticketing process or the operation of the Raffle, re-sells their Raffle ticket, violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to, at its sole discretion, cancel, suspend

and/or modify the Raffle or these Official Rules or disqualify any individual or ticket for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION THESE OFFICIAL RULES AND MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS.SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM AND/OR PROSECUTE ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**14. SPONSOR; WINNERS LIST:** The sponsor of the Raffle is the Buffalo Sabres Foundation, a 501(c) (3) charitable organization, and the address of its headquarters is 1 Seymour H. Knox III Plaza, Buffalo, New York 14203. You may obtain a list of the winning raffle ticket numbers by sending a request (identifying the “50/50 Raffle”) to the above address, together with a stamped, self-addressed envelope. The winning Raffle ticket numbers also will be posted on [www.buffalosabres.com](http://www.buffalosabres.com).