

**Philadelphia Flyers Walmart Plus Sweepstakes**  
**September 17, 2020 – September 25, 2020**  
**Official Rules**

NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. VOID OUTSIDE PA, NJ AND DE AND WHERE PROHIBITED.

1. **ELIGIBILITY:** Philadelphia Flyers Walmart Plus Sweepstakes (the “Sweepstakes”) is only open to entrants who are legal residents of Pennsylvania, New Jersey and Delaware, 18 years of age or older as of the date of entry. The following persons are not eligible to enter or win: employees of Philadelphia Flyers, L.P. (“Sponsor”), Wal-Mart Store, Inc., the National Hockey League and its member teams and NHL Enterprises, L.P. and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies and Prize Providers (as defined below), and the immediate families (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and members of the households, whether or not related, of each of the above. The Sweepstakes is subject to all applicable federal, state and local laws.
2. **HOW TO ENTER:** The Sweepstakes will commence on Thursday, September 17, 2020 upon posting of the Official Rules at [www.philadelphiaflyers.com/WalmartPlusSweepstakes](http://www.philadelphiaflyers.com/WalmartPlusSweepstakes) and end on Friday, September 25<sup>th</sup>, 2020 at 11:59:59 a.m. Eastern Time (“ET”) (the “Entry Period”). To enter, follow the directions provided to complete the online entry form at [www.philadelphiaflyers.com/WalmartPlusSweepstakes](http://www.philadelphiaflyers.com/WalmartPlusSweepstakes) and submit electronically during the Entry Period. **LIMIT ONE (1) ENTRY, PER PERSON.** Sponsor’s computer will be the official timekeeper for all matters related to this Sweepstakes. Additional entries beyond the specified limit will be void. Entries generated by script, macro or other automated means and entries generated by any other means which subvert the entry process will be void. Entrants must fully complete and submit all non-optional data requested on the entry form to be eligible. Incomplete and/or inaccurate entries are void. No entries will be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor.
3. **DRAWING:** Entries must be received during the Entry Period to be eligible for the drawing. Ten (10) potential winners will be drawn at random on or about Sunday, September 27, 2020 from among all eligible entries received. Sponsor reserves the right to delay the drawing. The potential winners will be notified via email and/or telephone (in Sponsor’s discretion). Each potential winner must respond to email or voicemail notification within 24 hours, or he/she will forfeit the Prize (as defined below) and, at Sponsor’s sole discretion and time permitting, an alternate potential winner will be drawn at random from among all remaining eligible entries. The potential winners and any guest(s) may be required to execute and return, prior to and as a condition of receiving the Prize, an affidavit of eligibility and liability release and, except where prohibited by law, a publicity release. If required to execute such releases, the potential winners and any guest(s) must return such releases within two (2) days of date of issuance. Failure to comply with these Official Rules will cause the Prize to be forfeited and, at Sponsor’s sole discretion and time permitting, awarded to an alternate potential winners to be drawn at random from among all remaining eligible entries. Odds of winning the Prize depend on the number of eligible entries received for the drawing. If (i) a potential winner does not respond to the Prize notification within the timeframe stated, (ii) the Prize notification is returned as undeliverable, (iii) a potential winner

declines his or her Prize, or (iv) a potential winner fails to return all required documents within the timeframe stated, it will result in Prize forfeiture and the disqualification of such potential winners and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be selected by random drawing from among all remaining eligible entries.

4. DESCRIPTION OF PRIZE(S): Ten (10) Prizes (each a "Prize" and, collectively, the "Prizes"): Each Prize consists of a one (1) year Walmart Plus membership ((Approximate Retail Value ["ARV"] of each Prize: \$100.00). The total ARV of all Prizes is \$1,000.00. The Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of the Prizes ("Prize Providers") due to reasons beyond Sponsor's control, and is not responsible or liable for any expenses incurred as a consequence thereof. The Prizes are subject to certain terms and conditions as specified thereon and by applicable issuer. The Prizes are not transferable, and no substitutions or cash redemptions are allowed, except by Sponsor, which reserves the right to substitute any Prize (or any component thereof) with one of comparable or greater retail value, at its sole discretion. All costs and expenses not stated herein as being provided in connection with the redemption, receipt and/or use of the Prizes are the responsibility of the winners, including, but not limited to, transportation, accommodations and meals, and all federal, state and local taxes. All Prize details are at Sponsor's sole discretion. No extension of event dates will be granted, except at Sponsor's sole discretion.
5. ADDITIONAL TERMS: By entering, each entrant agrees to abide and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all matters relating to this Sweepstakes. Entries will be declared made by the authorized account holder of the email address submitted at the time of entry and he/she must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, education, institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, illegible, undelivered or garbled entries or email; or for entries not received due to lost, failed, delayed or interrupted connections, including Internet Service Provider (ISP), Web-server, network, cable, server, satellite, phone-line connections or miscommunications, or other electronic malfunctions, computer or telephone, hardware or software failures, malfunctions, or garbled or jumbled transmissions. Released Parties are not responsible for any other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize, the cancellation or postponement of any event, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website or for any travel related delays or cancellations (if applicable). Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right, in its sole discretion, to cancel or suspend the Sweepstakes should

virus, bugs, unauthorized human intervention, or other causes, in Sponsor's sole opinion, corrupt or impair the administration, security, fairness or proper operation or play of the Sweepstakes, and, in the event of termination, draw the Prize winner(s) from all non-suspect, eligible entries received prior to action taken. All entries become the property of Sponsor and will not be returned. **CAUTION:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR ITS AGENTS RESERVE THE RIGHT TO DISQUALIFY AND SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**If due to a printing, production or other error, more prize(s) are claimed than are intended to be awarded, the intended Prize will be awarded in a random drawing from among all verified and validated Prize claims received. No more than the stated number of Prizes will be awarded.**

6. WINNERS' LIST: For the name of the winners (available after September 27, 2020), send a self-addressed envelope, along with your request, to: Philadelphia Flyers "Walmart Plus Sweepstakes" c/o Philadelphia Flyers, 3601 South Broad Street, Philadelphia PA 19148 to be received prior to December 31, 2020.
7. PUBLICITY: The winners acknowledge and agree that as a condition of winning, if legally permissible, Sponsor, the National Hockey League and its member teams and NHL Enterprises, L.P. and their respective designees have the right to use his/her name, likeness, photograph, voice, city and state of residence, submissions and Prize information for advertising and promotional purposes in any and all media now known or hereafter devised, worldwide in perpetuity, without further compensation, authorization, remuneration or notification.
8. TAXES: All applicable local, state and federal taxes are the sole responsibility of the winners.
9. LIABILITY: Each entrant, by entering the Sweepstakes, agrees that Sponsor, Wal-Mart Store, Inc., the National Hockey League and its member teams and NHL Enterprises, L.P. and each of their respective parents, affiliates and subsidiaries and the advertising and promotion agencies and Prize Providers and all of their respective agents, employees, directors and officers (collectively, "Released Parties") will have no liability whatsoever for and shall be held harmless by entrants against any injuries, losses or damages of any kind, including death, to persons or property incurred in connection with or resulting, in whole or in part, directly or indirectly, from acceptance, possession or use/misuse of the Prize (including any travel or activity related thereto) and/or participating in this Sweepstakes.
10. USE OF DATA. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy, which can be found at <http://flyers.nhl.com/club/page.htm?id=35707>. Please review Sponsor's privacy policy. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
11. The decisions of Sponsor will be final and binding in all matters pertaining to the Sweepstakes. Sponsor reserves the right to correct any and all printing, typographical or mechanical errors.

12. DISPUTES; GOVERNING LAW: The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the JAMS ADR. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the Commonwealth of Pennsylvania. BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO WAIVE ANY RIGHTS TO BRING A CLAIM AGAINST THE RELEASED PARTIES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND WAIVES ANY AND ALL CLAIMS FOR PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to Philadelphia, PA. The parties agree not to raise the defense of forum non conveniens.

13. SPONSOR(S): Philadelphia Flyers, L.P., 3601 South Broad Street, Philadelphia, PA 19148