NASHVILLE PREDATORS
SMASHVILLE FAN APPRECIATION CONTEST
OFFICIAL RULES (“Official Rules”)

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED FOR THE CONTEST OR PROMOTION. VOID WHERE PROHIBITED BY LAW. ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. BY PARTICIPATING IN ANY PROMOTIONS CONDUCTED BY THE NASHVILLE PREDATORS, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING.

ADMINISTRATOR RESERVES THE RIGHT TO AMEND THE OFFICIAL RULES AT ANY TIME.

ELIGIBILITY: The Nashville Hockey Club LP d/b/a the Nashville Predators (“Administrator”) is conducting the Smashville Fan Appreciation Contest (the “Contest”), which is open to permanent, legal residents of the States of Tennessee, Georgia, Alabama, Mississippi, and Kentucky (the “Territory”) who are at least eighteen (18) years old at the time of entry (the “Participant(s)”). Current or former employees, officers, and representatives who would obtain an unfair advantage or receive non-public information of any kind, including immediate family members (spouse, parent, child and sibling, step-parents, step-children, step-siblings and their respective spouses, regardless of where they reside) and members of the same household for at least three months a year (whether or not related) of the Administrator, Powers Management, L.L.C., Mid-Ice, L.L.C. Smokey Mountain Sportservice, LLC. Contemporary Services Corporation, Titan Franchising LLC d/b/a Jani-King of Nashville (collectively, the “Contest Entities”), the National Hockey League (“NHL Entities”), and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising agencies, and any and all other companies associated with the Contest are not eligible to participate or win a prize. The Contest is subject to all applicable federal, state and local laws, rules and regulations and is void where prohibited by law.

To enter the Contest or receive a prize, Participant must fully comply with the Official Rules and, by entering, Participant represents and warrants that Participant agrees to be bound by these Official Rules and the selection process of winners, the decisions of which shall be binding and final in all respects relating to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: The period in which Participants may enter (“Entry Period”) will run from April 16, 2022 at 9:00 AM CT through April 21, 2022 at 7:00 PM CT. Entry must be submitted within the time frame specified to be considered for a Prize. Participant must complete the entry form available on the website at https://www.nhl.com/predators/threads and provide Participant’s first and last name, street address, city, state, zip code, daytime phone number (including area code), and email address that satisfies the requirements of the Contest promotion (the “Entry”). Online Entries must be manually key-stroked and no Participant can submit more than one (1) Entry. No Entries will be accepted by mail or by delivery to the offices of the Administrator. All Entries must be received by the time and dates as specified by these Official Rules and must meet all of the specifications listed above to be valid. If a dispute over the identity of an online Participant, Entries submitted will be deemed to have been submitted by the authorized account holder of the social media and/or email account (as applicable) which posted the Entry. “Authorized account holder” is defined as the natural person who is assigned to an account by an Internet access provider, online service provider or organization (e.g., business, educational institution, Facebook, Twitter, etc.) that is responsible for assigning accounts for the domain associated with the submitted account. Mechanically altered or reproduced Entries are not eligible. All Entries become the property of Administrator upon receipt and will not be acknowledged or returned.

Administrator is not responsible for lost, late, ineligible, damaged or misdirected entries or any typographical or other errors in (i) the Entry; (ii) printing of the offer, (iii) administration of the Contest, or (iv) announcement of the Prize. Incomplete entries will be considered void.

Participation in the Contest constitutes each Participant’s consent for Administrator to contact the Participant(s) for promotional purposes as well as each Participant’s consent for Administrator to share such Participant’s personal information with sponsors.

DETERMINATION OF WINNER; ODDS OF WINNING: One (1) Prize will be awarded to twenty-one (21) Winners (defined below), and the Winners will be selected at random by a member of the Administrator’s staff from all eligible Entries received within the Entry Period. The Winners will be notified by e-mail or phone on or about April 25, 2022. Odds of winning depend on the total number of eligible entries received. No Participant is deemed a Winner until the Participant’s eligibility has been verified and it is determined that Participant has conformed with all terms of these Official Rules. The determination of the Winners by Administrator is final and binding on all matters relating to this Contest.

PRIZES: The Contest prize (the “Prize”) will consist of (a) one (1) player-worn Nashville Predators jersey from a Nashville Predators player on the roster as of the April 26, 2022 game, and (b) the opportunity to meet the Nashville Predators player whose jersey Winner has won at the April 26, 2022 game at Bridgestone Arena. The total value of each Prize is Five Hundred Dollars ($500.00). A Winner’s player jersey will be selected by Administrator in Administrator’s sole discretion.

THE ESTIMATED RETAIL VALUE OF THE APPLICABLE PRIZE IS NOTED ABOVE. WINNER ACCEPTS THAT WINNER IS FULLY RESPONSIBLE FOR ANY AND ALL REQUIRED AND APPLICABLE FEDERAL, STATE, AND LOCAL TAXES (INCLUDING INCOME AND WITHHOLDING TAXES).

The Prize cannot be utilized by anyone other than the Winner selected by the Administrator. The Prize is not redeemable or exchangeable by Winner for cash or credit. Any portion of the Prize not accepted by the Winner will be forfeited. Winner agrees that the Prize will not be sold,
transferred, nor in any other manner be used in direct promotion of any business.

All costs and expenses associated with acceptance of the Prize and use not specified herein as being provided are the sole responsibility of the Winner. No responsibility is assumed by Administrator for cancelled, delayed, suspended, or rescheduled events. Administrator will not provide any money for any expenses incurred as a result of Winner’s participation in the Contest or the claiming or use of the Prize, including, but not limited to, incidental expenses incurred by the Winner or Winner’s guests while claiming or using the Prize. Administrator reserves the right to substitute a Prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion.

NOTIFICATION: Each Winner will be contacted via e-mail or phone to at the email address or telephone number provided in the Entry (the “Notification”) and will be required to respond in the time frame and manner required by the Notification. The Winner may be required to submit identification to Administrator and will be required to execute and return a Release of Liability, applicable tax form(s), and, unless prohibited by law, waiver, Release of Publicity, as well as fulfill any such other requirements as determined by Administrator within twenty-four (24) hours of date of Notification to claim his/her/their prize and become an official Winner. If: (a) noncompliance with the above within any of the aforesaid time periods, (b) the potential Winner is found to be ineligible to enter the Contest, (c) a potential Winner cannot or does not comply with the Official Rules, (d) the potential Winner cannot be contacted during the contest period for whatever reason, or (e) the Winner fails to fulfill the forms and release and/or affidavit-related obligations, the Winner shall be disqualified from the Contest. Upon disqualification, no compensation or prize shall be given. If the Winner is disqualified for any reason, the Administrator may randomly select another valid Participant. The Participants selected herein that fulfill any such other requirements as determined by Administrator to claim a prize will become an official winner (“Winner”) unless prohibited by law.

PUBLICITY; USE OF PERSONAL INFORMATION: By participating in the Contest, each Participant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against the Administrator, the Contest Entities, the NHL Entities, and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Contest, and all of their respective officers, directors, employees, agents and representatives (collectively, “Released Parties”) for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Contest or from the receipt or use of any Prize. Winner, by acceptance of the Prize, grants to Administrator, the other NHL Entities, and each of their respective designees the right to publicize such Winner’s name, address (city and state of residence), photograph, voice and/or likeness and prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

Administrator will retain the Participant’s personal data for a reasonable period of time to enable it to send that Participant any Prize that Participant has won and to verify that these Official Rules have been complied with and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a Prize. Any other use of personal data will be in accordance with, and subject to, the Administrator’s Privacy Policy located at https://www.nhl.com/predators/arena/nashville-predators-privacy-policy. Participant may have the opportunity to opt-in to receive emails from third parties. If Participant opts-in to any available opportunities to receive information from a third party, regardless of whether associated with this Contest, Participant understands and acknowledges that Participant’s information will be provided to such third party and may be used by the third party as set forth in the third party’s privacy policy.

In addition, Administrator may use geo-location technologies to automatically collect information about Participant’s activities on Administrator’s websites. Geo-location technology refers to technologies that permit Administrator to determine Participant’s location. Administrator may ask Participant to manually provide location information on Administrator’s website, or to enable Participant’s mobile device to send Administrator precise location information. Administrator may also automatically collect general location information from Participant’s web browser.

GENERAL CONDITIONS: Unless otherwise noted, the following applies to the Prize: (a) Winner must be at least eighteen (18) years old at the time of Entry, and (b) to meet the player at the April 26, 2022 game at Bridgestone Arena, all Winners must (1) wear a mask for the entire duration of time that Winner is on the event level (including while on the ice), within proximity of a Nashville Predators player, and as instructed by Administrator’s staff, and (2) provide proof of full vaccination or documentation of a negative COVID-19 test taken within 24 hours prior to the meeting.

NOT TAMPERING; RIGHT TO CANCEL, MODIFY: Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Administrator’s representatives or who are in violation of these Official Rules, as solely determined by Administrator, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by the Administrator, the NHL Entities, and/or their respective agents. Administrator and the other NHL Entities shall have the sole right to disqualify any Participant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion.

Administrator and the other NHL Entities, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Contest for any reason, including if virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest. In the event of cancellation, Administrator may elect to identify the Winner and award a prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE
CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR WILL DISQUALIFY ANY SUCH PARTICIPANT AND ADMINISTRATOR AND THE RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEDIES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

RELEASE OF LIABILITIES; DISCLAIMER OF WARRANTY; FORUM SELECTION CLAUSE: By participating in the Contest, Participants and the Prize Winner agree to release and hold harmless Administrator and its parents, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the “Released Parties”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Contest, or possession, acceptance and/or use or misuse of the Prize or participation in any Contest related or prize-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to Participants’ or to any other person’s computer or mobile phone, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Contest. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any prize, and (ii) disclaim any implied warranty. All disputes will be resolved under applicable U.S. laws in the County of Davidson, State of Tennessee without giving effect to choice of law or conflicted law principles (whether of the State of Tennessee, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee. Administrator’s failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision. By submitting an Entry, the Participant hereby irrevocably consents to the personal jurisdiction of said courts and waives any claim of forum non conveniens or lack of personal jurisdiction that Participant may have. Each Participant further agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action; (ii) 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 (iii) under no circumstances will the Participant be permitted to obtain awards for and the Participant 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. Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or entries, e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or communications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prize or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to Participants’ or to any other person’s computer or other items or belongings related to or resulting from participating in this Contest or downloading materials from or use of the website.

LIST OF WINNERS: For the name of the Winners, mail a self-addressed stamped envelope to: Nashville Predators Smashville Fan Appreciation Winners’ List c/o Nashville Predators Hockey Club, Attn: Fan Relations, 501 Broadway, Nashville, TN 37203. Winner’s name requests must be received by June 26, 2022.

ADMINISTRATOR: The Administrator of this Contest is Nashville Predators Hockey Club LP, 501 Broadway Nashville, Tennessee 37203.