

# GILA RIVER HOTELS AND CASINOS COYOTES FAN APPRECIATION GIVEAWAY SWEEPSTAKES

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THE GILA RIVER HOTELS AND CASINOS COYOTES FAN APPRECIATION GIVEAWAY SWEEPSTAKES (THE “SWEEPSTAKES”) AND ANY ADVERTISEMENT RELATING THERETO IS INTENDED FOR PARTICIPATION ONLY IN THE STATE OF ARIZONA (THE “TERRITORY”) AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY ARIZONA STATE LAW. DO NOT PARTICIPATE IN THIS SWEEPSTAKES IF YOU ARE NOT A LEGAL RESIDENT WITHIN THE TERRITORY, PHYSICALLY LOCATED WITHIN THE TERRITORY AT THE TIME OF ENTRY, AT LEAST TWENTY-ONE (21) YEARS OF AGE, OR DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.**

1. **SWEEPSTAKES DESCRIPTION:** The Sweepstakes is sponsored by Gila River Gaming Enterprises, Inc. d/b/a Gila River Hotels & Casinos and sponsored and administrated by IceArizona Hockey Co LLC d/b/a the Arizona Coyotes (the “Coyotes”) (each, a “**Sponsor**” and collectively the “**Sponsors**”). The Sweepstakes, entry form located at ArizonaCoyotes.com/stayandplay (the “**Website**”), shall be conducted from April 30, 2021-May 5, 2021. Up to three (3) potential prizewinners will be randomly selected to receive a Prize Package as described below. Limit of one (1) entry per person. Odds of winning depend on the actual number of eligible entries received during the Sweepstakes Period. By participating in this Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these rules (the “**Official Rules**”) and the Coyotes’ decisions regarding the Sweepstakes, which shall be final and binding.

2. **WHO MAY ENTER:** This Sweepstakes is open only to legal residents of the state of Arizona who are twenty-one (21) years of age or older at the time of entry and physically located within the state of Arizona at the time of entry. Employees, agents, officers, directors, members, managers, and owners of the Sponsors, IceArizona Holdings LLC, IceArizona AHL Co LLC, the Arizona Coyotes Foundation, the National Hockey League (the “**NHL**”) and its member clubs, and each of their respective parents, subsidiaries, affiliates, owners, members, directors, managers, officers, employees and their advertising agencies, promotional partners and prize providers associated with this Sweepstakes (each a “**Promotion Entity**” and collectively the “**Promotion Entities**”), and their immediate family members (spouses, domestic partners, parents, legal guardians, grandparents, grandchildren, siblings, children and “step” of each) and those individuals living in their same household are not eligible to enter or win. A potential prizewinner of the Sweepstakes may be required to show proof of residency and other documents to confirm eligibility.

3. **WHEN TO ENTER:** The Sweepstakes shall begin on April 30, 2021 at 8:00:00 am PT and end on May 5, 2021 at 11:59:59 pm PT (the “**Sweepstakes Period**”). To be eligible for this Sweepstakes, an entry must be properly submitted as instructed and received by the Coyotes during the Sweepstakes Period. The Coyotes’ database clock shall be the official time keeping device for all entries received in connection with this Sweepstakes.

4. **HOW TO ENTER:** To be eligible for the Sweepstakes, an entrant must visit the Website during the Sweepstakes Period and follow the instructions on the Sweepstakes registration page to submit an entry. Each entrant must complete and submit all required information, which may include without limitation entrant’s first and last names, email address, phone number, age confirmation, eligibility confirmation, communications opt-in (optional), and agreement to these Official Rules.

Proof of entering the required information at the Website is not considered proof of delivery to or receipt by the Coyotes of entry into the Sweepstakes. In the event of a dispute regarding the identity of who submitted an entry, the entry will be deemed submitted by the authorized account holder of the email address supplied at the time of entry. An “authorized account holder” is defined as the natural person to whom the applicable email address has been assigned by the internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the address submitted. A potential prizewinner may be required to provide proof that they are the authorized account holder of the email address associated with the winning entry.

No mechanically reproduced, illegible, forged, software-generated, other automated, or incomplete entries will be accepted. The use of any device to automate the entry process is prohibited. Sweepstakes entries will be deemed null and void and will be rejected if not submitted through authorized, legitimate channels. If a dispute as to the identity of any entrant cannot be resolved to the Coyotes’ satisfaction, the entry will be deemed ineligible.

Each entrant agrees that their personal information collected in connection with this Sweepstakes may be used by the Sponsors to contact the entrant regarding promotional updates, information, messages, and for other reasons via electronic and/or ordinary mail, and will be used by the Sponsors in compliance with their respective privacy practices. Any personal information supplied by a Sweepstakes entrant to the Coyotes will be subject to the Coyotes’ privacy policy posted at <https://www.nhl.com/coyotes/team/privacy-policy> (“**Privacy Policy**”).

5. **DRAWINGS AND PRIZEWINNERS NOTIFICATION:** Potential prizewinners will be selected in random prize drawings via online number generator after the Sweepstakes Period. Determination of the prizewinners shall be made by the Coyotes or its agents in their sole and absolute discretion and such determination shall be final and binding. The potential prizewinners will be notified using the contact information email provided at the time of entry. The Coyotes shall have no liability for any prizewinner notification that is lost, intercepted, or not received by a potential prizewinner for any reason. If any selected prizewinner cannot be reached by email, or does not promptly respond to the potential prizewinner notification in the Coyotes' discretion, a prize may be forfeited and an alternate prizewinner for a prize may be selected in another online number generator random drawing from the remaining eligible entries. The Coyotes will attempt to contact a potential prizewinner in accordance with the aforementioned procedure, after which the prize may go unawarded if it remains unclaimed by an alternate prizewinner. If a potential prizewinner is determined to be ineligible or declines a prize for any reason prior to award, such potential prizewinner will be disqualified, forfeit any claim to a prize, and an alternate prizewinner may be selected in online number generator random drawing from the remaining eligible entries.

6. **PRIZE/ODDS:** Up to three (3) prize packages will be awarded. Each prizewinner will receive: (i) a one-night stay at Gila Rover Hotels and Casinos and (ii) a Fifty Dollar (\$50) gift card to Gila River Hotels and Casinos (each a "**Prize**" and collectively a "**Prize Package**"). The total approximate retail value ("**ARV**") per Prize Package is Two Hundred and Twenty Dollars (\$220).

7. **GENERAL PRIZE RESTRICTIONS:** All other expenses not specified herein as part of a Prize shall be the sole responsibility of the prizewinner including, without limitation, delivery, processing and handling, transportation, parking, food, beverage, and other personal purchases. No cash alternative or prize substitutions will be allowed, except that the Sponsors reserve the right to substitute a prize of comparable value if a prize listed is unavailable for any reason. A prize is non-assignable and nontransferable. If lost, the prize awarded herein will not be replaced. A prize will not be substituted, except at the Sponsors' discretion, except where prohibited by law. Each prizewinner is solely responsible for the reporting and payment of any federal, state and/or local taxes on each prize received. In the event a prizewinner or their agent engages in behavior that (as determined at Sponsors' discretion) is obnoxious or threatening, illegal, that is intended to annoy, abuse, or threaten any other person, or otherwise violates these Official Rules, Sponsors reserve the right to deem such prizewinner ineligible and, if applicable, invalidate the prize. Upon verification of entrant's win and compliance with these Official Rules, delivery of the prize will be coordinated by a Sponsor representative and each prizewinner will receive further notification with details on how to claim the prize. All details and other restrictions of the prize not specified in these Official Rules will be determined by the Sponsors at their discretion.

8. **GENERAL PRIZE CONDITIONS:** Eligibility, age, and all representations made by a prizewinner are subject to verification. The Sponsors and their respective related entities and agents are not responsible for fraudulent communications including without limitation phone calls or emails made by or sent to entrants. Each prizewinner may be required to execute prize claim documents, including without limitation a Waiver and Release, Affidavit of Eligibility, a Liability Release and, where imposing such condition is legal, a Publicity Release (collectively, "**Prize Claim Documents**"). The Prize Claim Documents must be returned within the time frame indicated to them. If any potential prizewinner fails to return such documents within the prescribed time, if any potential prizewinner is found to be ineligible, or if they do not comply with these Official Rules, then such potential prizewinner may be disqualified and an alternate prizewinner may be selected from the remaining eligible entries during that Sweepstakes Period. All applicable U.S., federal, state, and local taxes, duties, or other taxes or fees are the sole responsibility of the prizewinner, who may be issued a 1099 IRS tax form for the ARV of any awarded prize. Acceptance of a prize constitutes such prizewinner's permission for the Sponsors and their respective related entities and agents to use said prizewinner's name, photograph, likeness, statements, biographical information, voice, and city and state for all purposes and in all forms of media, in perpetuity, without further notice or compensation.

Depiction of any prize in any advertising, promotional materials, or on the Sweepstakes Website may not reflect the actual prize delivered to a prizewinner. The Sponsors and their respective related entities and agents shall not be responsible for delays in delivery of any prize. Each prizewinner shall bear all risk of loss or damage to the prize or resulting from use of the prize after it has been delivered to the prizewinner.

9. **CONDITIONS OF PARTICIPATION:** This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, each entrant hereby: (a) agrees that the Promotion Entities will have no liability whatsoever for, and shall be held harmless by participants against, any liability for any injuries, losses, or damages of any kind to person(s), including without limitation death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes-related activity, or for any typographical or other error in the printing, offering or announcement of any prize; (b) releases the Promotion Entities from all liability, claims, action, or proceedings relating to this Sweepstakes and from injuries, death, or damages arising in connection with or relating to participation in this Sweepstakes, or use or misuse of the prize; and (c) waives any right to claim ambiguity in the Sweepstakes or these Official Rules. The Sponsors reserve the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes, to void suspect entries and/or cancel, terminate, or suspend any portion of this Sweepstakes. This Sweepstakes may not be used for any form of gambling.

10. **IMPORTANT: PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY.** By entering the

Sweepstakes, each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental, or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant acknowledges and agrees that the Promotion Entities are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with the Sponsors, or otherwise, that may limit an entrant's ability to participate in the Sweepstakes; (ii) incorrect or inaccurate information whether caused by internet users, or by any equipment or programming associated with or utilized in connection with this Sweepstakes and assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking; (iii) any injury or damage resulting from participation in the Sweepstakes and/or the use and/or misuse of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy); or (iv) the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Promotion Entities assume no responsibility for any errors or failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. The Sponsors reserve the right, in their discretion, to disqualify any entrant it finds to be tampering with the Sweepstakes entry process or operation of the Sweepstakes or to be acting in an unsportsmanlike or disruptive manner, or with intent to threaten, abuse, or harass any other person. The Sponsors reserve the right to modify, extend, suspend, or terminate the Sweepstakes if the Sponsors determine, in their discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond the Sponsors' control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event the Sponsors are prevented from awarding the prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g., SARS), order of any court or jurisdiction, or other cause not reasonably within the Sponsors' control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, the Sponsors shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, the Sponsors will (if possible) select a prizewinner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized Coyotes representative. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**11. GOVERNING LAW AND DISPUTE RESOLUTION:** AS A CONDITION OF ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, CONTROVERSIES, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE SWEEPSTAKES OR ANY PRIZE AWARDED (EACH, A "CLAIM") SHALL BE (I) ARBITRATED ON AN INDIVIDUAL BASIS ONLY, AND SHALL NOT BE CONSOLIDATED OR JOINED WITH OR IN ANY ARBITRATION OR OTHER PROCEEDING INVOLVING A CLAIM OF ANY OTHER PARTY, AND (II) SETTLED BY BINDING ARBITRATION IN MARICOPA COUNTY, ARIZONA BEFORE A SINGLE ARBITRATOR APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS THEN GOVERNING RULES AND PROCEDURES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF.

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR THE COYOTES IN CONNECTION WITH THE SWEEPSTAKES OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ARIZONA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE OFFICIAL RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

IN NO EVENT WILL PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING. **ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.** SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE RIGHT IS RESERVED TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

12. **ADMINISTRATOR ADDRESS:**

IceArizona Hockey Co LLC d/b/a the Arizona Coyotes  
9400 W. Glendale Ave.  
Glendale, AZ 85305

13. **SPONSORS' ADDRESSES:**

Gila River Gaming Enterprises, Inc. d/b/a Gila River Hotels & Casinos  
P.O. Box 6790  
Chandler, AZ 85246

IceArizona Hockey Co LLC d/b/a the Arizona Coyotes  
9400 W. Glendale Ave.  
Glendale, AZ 85305

14. **COPY OF OFFICIAL RULES/WINNERS LIST:** Visit the Website to view a copy of the Official Rules. To receive a winner's list, send a self-addressed stamped envelope to the Arizona Coyotes, Attn: Gila River Hotels and Casinos Coyotes Fan Appreciation Giveaway Sweepstakes, 9400 W. Glendale Ave., Glendale, AZ 85305. Any legally required winner's list may be available for a period of thirty (30) days following the end of a Sweepstakes Period.