2022 UCHealth Practice with the Eagles PROGRAM RULES AND REGULATIONS

Sponsor. Sponsor: UCHealth located at 3513 Brighton Blvd, Suite 700 Denver, CO 80216.

<u>Promotional Period</u>. The UCHealth Practice with the Eagles ("Program") begins on February 1st, 2022 at 10:00am Mountain Standard Time (MST) and ends on February 15th, 2022 at 11:59pm MST (the "Promotional Period").

<u>Program Overview</u>. The Sponsor will provide two selected Colorado based youth hockey teams (Age 12 and under) that display exemplary performance both on and off the ice with a Private VIP practice session at the Budweiser Event Center (5290 Arena Cir, Loveland, CO 80538.) Void where prohibited by law.

<u>Eligibility</u>: The Program is open to Colorado based youth hockey teams that fall within a U8 – U12 division and are affiliated with a club that is governed by CAHA. Employees of the Sponsor, and each of their respective subsidiaries, and affiliated companies and the officers, directors and employees of each of these entities, and their immediate family members and household members, whether or not related, of each of these people are not eligible to participate.

Nomination Submissions. No purchase necessary. Nominations will be accepted via www.coloradoeagles.com/practicewiththeeagles throughout the Promotional Period. Winning teams will be selected from a candidate pool, identified by the Sponsor. Nominators are encouraged to enter early in the process. All nominators must be at least eighteen (18) years or older at the time of submission. All completed nominations become the property of Sponsor and will not be returned. Nominations without all of the blanks completed may be disqualified and may not be entered into the Program. All late, lost, or incomplete entries may not be considered valid entries. Any form of entry other than as specified in these rules is prohibited. Sponsors will be collecting personal data about Nominators when they register and enter a nomination into the Program, in addition to the personal information about nominated teams. Please review UCHealth's privacy policy at https://www.uchealth.org/privacy-policy/. By participating in the Program, Nominators agree to all of the terms and conditions of the privacy policies of the Sponsor. By entering a nomination, Nominators agree to be bound by these Rules and Regulations and the decisions of the Sponsor are final and binding in all respects.

Criteria: The winning teams will be chosen based on the following criteria ("Criteria"):

- Dedication to the sport of hockey in Colorado
- Community Involvement
- Leadership demonstrated on and off the ice

<u>Selection</u>: All eligible nominated teams ("Nominees") will be placed in a candidate pool. The teams selected will be identified by Sponsor based on the Criteria listed above. There will be two (2) Colorado based youth hockey teams (U8 – U12) selected and presented with a Prize Package as described below throughout the Promotional Period. Sponsor reserves the right to decline Prize Packages to any team should information become available that disputes Criteria which original selection was based on, including but not limited to, team is accused of illegal activity, is arrested, or becomes (or is credibly alleged to be) involved in objectionable activity, including without limitation, drug or alcohol use/abuse, suspended by school, etc. Nominated teams agree to be bound by these Rules and Regulations and the decisions of the Sponsors are final and binding in all respects.

Prize Package: Each selected team will receive the following:

- A one (1) hour VIP Practice Session for all players and one (1) coach from each selected team at the Budweiser Event Center (5290 Arena Cir, Loveland, CO 80538.)
 - Recognition on UCHealth and Colorado Eagles social media channels
 - Custom practice drills led by Colorado Eagles coaches displayed on the videoboard at the Budweiser Event Center during event
 - Opportunity to attend a Colorado Eagles game post event

APPROXIMATE RETAIL VALUE ("ARV") OF EACH PRIZE PACKAGE \$1,000. TOTAL ARV FOR ALL PRIZES: \$2,000.

<u>Prize Package Restrictions</u>: Prize Package is not transferable. Sponsor will have the right to substitute another Prize Package of equal or greater value, at their sole discretion. Sponsors may substitute a cash prize or goods or services with a value equal to or greater than the ARV of the original prize. All expenses not specified are the sole responsibility of the awarded team. No transfer or cash redemption of prize is permitted except at the sole discretion of the Sponsor, who may substitute a prize of equal or greater value if the advertised Prize Package becomes unavailable. Limit one Prize Package per team. Sponsors not responsible for lost or stolen Prize Packages.

<u>Odds</u>: Odds of winning depend on the number of entries received.

Notification: The potential team(s) will be notified by the contact email or phone number provided on the nomination form. The nominator must accept the Prize Package within three (3) days' time of notification (or attempted notification) or the Prize Package may be forfeited, and an alternate team will be selected from among all remaining eligible Nominees at Sponsors' discretion. In the event that the winning team does not respond or accept, another alternate team will be selected. The winning team will be provided with one (1) potential date and time that the session can be held. If the team is unable to attend during either date, an alternate team will be selected from among all

remaining eligible entries. Refusal to agree and execute Sponsors' statement of eligibility and release of liability ("Affidavit") will also result in disqualification and, at Sponsors' sole discretion and time permitting, cause an alternative team to be chosen from among all remaining eligible entries. If 18 years of age or older, the Student-Athlete will be required to sign the Affidavit. If Student-Athlete is not 18 years old, a parent or legal guardian of Student-Athlete will execute the Affidavit on behalf of the Student-Athlete.

<u>Taxation</u>: The winning team is solely responsible for any and all federal, state, and local income taxes associated with his or her Prize Package. Sponsor is not responsible for and will not pay or in any way compensate teams for taxes associated with winning a Prize Package in this Program. The winning teams may be required to provide certain tax related documents to UCHealth before receiving a Prize Package. If required by law, UCHealth will issue Form 1099-MISC to teams reporting the taxable retail value of the Prize Package. The team should consult their tax advisor about the tax implications of accepting a Prize Package.

<u>Waiver of Liability/Publicity Release</u>: By acceptance of Prize Package, the winning teams and all affiliated athletes and coaches grants to Sponsor the right to publicize such Athlete's name, city and state/province of residence and/or likeness in any medium now or hereafter devised worldwide without limitation and without additional compensation or consideration, notification or permission, unless prohibited by law.

General Conditions: All Nominees, Nominators and teams, agree (a) to these Rules and Regulations and the decisions of the Sponsor and the judging agency, which shall be final in all matters relating to the Program; (b) to release and hold harmless Sponsor and all of their respective affiliated companies and directors, officers and employees from any and all claims, liability or damages arising out of their participation in the Program and the acceptance and use of a Prize Package; (c) to permit Sponsors and their agents to use winning team and all affiliated athletes' name, city and/or likeness for advertising, promotional and publicity purposes in all media without additional compensation and any prior review or approval; (d) that under no circumstances will they be permitted to obtain awards for, and they hereby waive all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; and (e) that all causes of action arising out of or connected with this Program, or any Prize Packages awarded, shall be resolved individually, without resort to any form of class action. Sponsor is not responsible for printing or typographical errors in any Program-related materials; for stolen, lost, late, misdirected, damaged, incomplete, illegible entries, or for transactions, entries or communications that are processed late or incorrectly or lost due to computer or electronic malfunction or human error. In the event of a dispute regarding any entry, the entry will be deemed made by the authorized account holder of the phone number or email address submitted at the time of entry. Sponsors reserve the right in their sole discretion, to cancel, terminate, modify or suspend the Program and award

Prize Packages from among all eligible entries received prior to cancellation or termination. Sponsors also reserve the right to disqualify any individual who does not comply with these Rules and Regulations.

CAUTION: ANY ATTEMPT BY A NOMINATOR OR NOMINEE OR ATHLETE TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

<u>Governing Law</u>. Program will be governed by and construed in accordance with the laws of the State of Colorado.

Entries List. All inquiries concerning the Program, or to request a list of the teams, may be directed to UCHealth, Attn: UCHealth Practice with the Eagles Program, 3513 Brighton Blvd, Suite 700 Denver, CO 80216 by December 31, 2021.