

Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

Purchase does not increase chance of winning.

1. **NO PURCHASE NECESSARY TO ENTER OR WIN.** Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The information in Rule No. 2 outlines the specifics for this sweepstakes.
2. **Name of Sweepstakes:** Rochester Americans Can't Wait Sweepstakes
Sweepstakes Period: May 24, 2021 at 9:00a.m. through August 27, 2021 at 11:59p.m.
Prize Description: Prize Pack for 5 winners: Four (4) tickets to the Rochester Americans 2021-22 Home Opener at Blue Cross Arena on October 22, 2021
Grand Prize Pack for 1 winner: Four (4) Season Tickets for the Rochester Americans 2021-22 season
Approximate Value of Prizes: \$3800
Quantity of Prizes to be Given Away: Six (6) winners
Sponsor(s): Rochester Hockey, LLC d/b/a Rochester Americans
Drawing Date: August 30, 2021
3. Open to legal residents of the State of New York who are 18 years or older at time of entry. Employees of Sponsor, its affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and members of the immediate family or household of each of the foregoing are not eligible to participate.
4. **HOW TO ENTER.** To enter, you must be a member of one (1) of the following social media platforms: (i) Twitter, (ii) Facebook, (iii) Instagram or (iv) Snapchat (collectively, the "Social Media Platforms"). This Sweepstakes will be announced on the Social Media Platforms by way of a status update, tweet, post or other similar call-to-action (the "Sweepstakes Posting"). Follow the on-screen instructions set forth in the Sweepstakes Posting to complete the entry form. Entrant must abide by all Social Media Platform rules. Enter using only a valid social media account held by entrant. All entries must be received by the Sweepstakes Period deadline. In the event of a dispute about entries submitted by multiple individuals using the same social media account, entry will be deemed to have been submitted by the authorized subscriber to the social media account used to enter the Sweepstakes at the actual time of entry. The authorized account subscriber is deemed to be the natural person who owns the e-mail address used to obtain the account. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. Entrants assume all risk of lost, late, misdirected, incomplete, or illegible entries. The Sweepstakes is in no way sponsored, endorsed, administered by or associated with any of the Social Media Platforms.
5. **PRIZES AND ODDS OF WINNING.** Winners will be selected by random drawing on or about the drawing date stated in Rule No. 2. The Prize Description and Quantity of Prizes to be Given Away are stated in Rule No. 2. Prize consists of only those items specifically listed as part of the prize. The odds of winning a prize are dependent upon the number of entries. All prizes stated in Rule No. 2 will be awarded, assuming sufficient entries. The random drawing and awarding of prize(s) will be conducted under the supervision of Sponsor whose decisions are final and binding in all matters pertaining to this Sweepstakes. Entrants agree to be bound by these Official Rules.
6. **MOBILE DISCLOSURE:** If you opt to use your wireless mobile device in connection with this Sweepstakes, depending on your phone's capabilities, data charges may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Sponsor is not responsible for any of the foregoing fees or charges.
7. **GENERAL CONDITIONS.** Potential winners will be notified by Sponsor and must reply to the notification within one (1) hour, or the prize will be forfeited, and an alternate winner will be selected. If the reply is received within the deadline, the potential winners may be required to sign and return an Affidavit of Eligibility and Release of Publicity and Liability upon notification. In the event of non-compliance, if a winner cannot be reached at the email on that winner's entry, or if a prize is returned as unclaimed or undeliverable, that prize will be forfeited, and an alternate winner will be selected. No substitution of any prizes will be offered. No prize transfer permitted. If a prize is unavailable, Sponsor reserves the sole right to substitute a prize of equal or greater value. Limit one prize per person. All taxes, fees, surcharges on prizes, and travel and lodging costs are the sole responsibility of the prize winner(s). By participating and accepting a prize, where permitted by law, each winner grants to Sponsor (and agrees to confirm that grant in writing) and those acting pursuant to the authority of Sponsor, the right to print, publish, broadcast, and use, worldwide in any medium now known or hereafter developed, including but not limited to the World Wide Web, at any time(s), that winner's name, portrait, picture, voice, likeness, and biographical information as news or information and for advertising and promotional purposes without additional compensation or review.
8. **COLLECTION OF INFORMATION.** Collection of any personally identifiable information will be in accordance with the privacy policy of the Sponsor ("Privacy Policy"), located at [www. https://www.amerks.com/assets/doc/Amerks-Privacy-Policy-e5e58c3fd7.pdf](https://www.amerks.com/assets/doc/Amerks-Privacy-Policy-e5e58c3fd7.pdf). By participating in this Sweepstakes, entrants agree to collection of such information and acknowledge they have read and accepted the Privacy Policy.
9. **RELEASE OF LIABILITY.** All entrants agree to hold harmless and release Sponsor and its parent companies, affiliates, subsidiaries, officers, directors, members, agents, employees, and all others associated with the development and execution of this Sweepstakes from any and all liability with respect to or in any way arising from this Sweepstakes and acceptance, possession, use, or misuse of a prize, including but not limited to liability for personal injury, bodily injury including wrongful death, damage to property, and damage or loss of any other kind. Sponsor is not responsible for prize quality or utility. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Web-site users, by any of the equipment or programming associated with or used in the Sweepstakes, or by any technical or human error that may occur in the processing of submissions in the Sweepstakes. Sponsor assumes no responsibility for any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft, destruction, unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines; computer online systems, servers, or providers; computer equipment; computer software; or failure of entry on account of technical problems. Sponsor is not responsible for user cheating or fraud by any entrants. Any activities intended to disrupt or interfere with the proper play of the Sweepstakes or defraud Sponsor in any way will be prosecuted to the fullest extent of the law. Participants who engage in any of the foregoing activities will be disqualified and will forfeit any prizes won. If, for any reason, the Sweepstakes is not capable of running as planned, due to, but without limitation, infection by computer virus, worm, or bugs; tampering; unauthorized intervention; fraud; technical failures; or any other causes beyond the control of Sponsor, that in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes. Sponsor reserves the right to modify, supplement or otherwise change or replace these Official Rules at any time without notice.
10. **DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.** As a condition of participating in this Sweepstakes, entrant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively by arbitration in a location selected solely by Sponsor. Further, in any such dispute, under no circumstances will entrant 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 this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

11. WINNER(S) LIST. To receive a copy of these Official Rules or the winner list, send a self-addressed stamped envelope to the address below to: Rochester Americans Can't Wait Sweepstakes c/o Rochester Arena. LLC, One War Memorial Square, Rochester, New York 14614. Request must be received within 90 days of Sweepstakes drawing date.