## PIZZA 9/CHELLO GRILL & NEW MEXICO ICE WOLVES ANTI-BULLYING CAMPAIGN SWEEPSTAKES

## Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

## BY ENTERING THE SWEEPSTAKES. EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

- 1. Eliaibility: The Pizza 9/Chello Grill & New Mexico Ice Wolves Anti-Bullying Campaign Sweepstakes (the "Sweepstakes") is open only to legal residents of New Mexico who are 18 years of age or older and are the parents/legal guardian of a minor child/ward between the ages of 6 and 12 years of age ("Eligible Child") who will be completing the color page to enter the Sweepstakes (please note: no one 13 or older may complete the color page to enter). No purchase necessary to enter the Sweepstakes. Employees of Pizza 9 Hospitality Group and New Mexico Ice Wolves (collectively, the "Sponsors"), or any of their respective affiliates, subsidiaries, or any other company or individual involved with the production execution or distribution of the Sweepstakes (collectively with Sponsors, the "Released Parties") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. **Sweepstakes Period:** The Sweepstakes will begin on October 1, 2024, and end on October 31, 2024 ("Sweepstakes Period").
- 3. How to Enter: To enter, pick up the official Sweepstakes coloring sheet from any Pizza 9, Chello Grill or The Outpost Ice Arenas during the Sweepstakes Period. Then, complete the official entry form portion of the color sheet which includes your name and email address, and the age of the Eligible Child, and have your Eligible Child color the coloring sheet (collectively, the "Entry Form"). Then, drop off your Entry Form to any Pizza 9, Chello Grill or The Outpost Ice Arenas before closing time on October 31, 2024, to be eligible for the Sweepstakes random drawing. Or mail your Entry Form in a first-class stamped envelope to: Pizza 9 Hospitality Group, 4140 Jackie Rd, SE, Rio Rancho, NM 87124, to be received by November 4, 2024.

Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified.

4. Winner Selections: Each Entry Form received will be divided by age of each Eligible Child into 7 separate entry pools (6 yr, 7 yr, 8 yr, 9 yr, 10 yr, 11 yr & 12 yr) (each, an "Entry Pool"). Then, Sponsors will randomly select one (1) Grand Prize winner from among each Entry Pool. will be selected on or about November 6, 2024, from among all eligible entries received during the Sweepstakes Period. Decisions of Sponsors are final and binding. Odds of winning the Grand Prize depends on the number of eligible entries are received in each Entry Pool. The winners will be notified by email on or about the day they are selected as the Grand Prize winner. Failure to respond to the winner notification within two (2) days or after two (2) attempts by Sponsor to contact a potential Grand Prize winner, will be

deemed forfeiture of the Grand Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsors are not responsible for email notifications that are undeliverable, unanswered, or not received for any reason. Sponsors are not responsible if an Entry Pool does not receive any entries and in such instances, the Grand Prize will not be awarded for that Entry Pool.

5. Prizes and Approximate Retail Values ("ARVs") – Seven (7) Grand Prize (one (1) per Entry Pool) – Four (4) tickets to an NAHL/NA3HL game of choice, based on availability; a \$25.00 Gift Certificate to Pizza 9; a \$25.00 The Outpost Gift Card. ARV: \$150.00 each. The winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Tickets/gift cards/certificates are subject to the terms, conditions and restrictions as stated on the ticket/gift card/certificate. Game tickets must be used by March 30, 2025 or will be forfeited and will go unawarded. Transportation and parking are not included as a part of the prize.

Prizes are non-transferable, non-substitutable, and not redeemable for cash. Sponsor may substitute a prize, or portion thereof, for one of equal or greater value for any reason. Winners must meet the eligibility requirements as set forth in Paragraph 1 of these Official Rules. Winners are responsible for paying all applicable income taxes associated with accepting the Prize. Winners may be required to sign liability and/or publicity release ("Prize Release") prior to issuance of a prize, at Sponsors' sole discretion.

- 6. Claiming the Prize: Upon winner verification, each Grand Prize winner will receive an email with a certificate that includes instructions as to how to redeem their Grand Prize. The ticket portion of the Grand Prize must be completed during the NAHL Season which ends on March 30, 2025, or the ticket portion of the prize will go unawarded. Sponsor is not responsible for lost, late, delayed, or technical failures or glitches that result in Grand Prize winner not receiving the Prize.
- 7. Participation Conditions/Release/Consent to use Likeness: By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eve or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's participation in this Sweepstakes, and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize; and (d) allow Sponsor's use for promotional purposes of his/her likeness, voice and/or address (city/state) without any additional compensation.
- 8. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or 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, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as

determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. 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 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 9. Limitations of Liability: The Released Parties as set forth above are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited, to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of phone calls; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize.
- 10. Disputes/Governing Law: Except where prohibited, entrant (or his/her parent/legal guardian if entrant is deemed a minor) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of New Mexico; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' or legal fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of New Mexico, without giving effect to any choice of law or conflict of law rules (whether of State of New Mexico, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Mexico.
- 11. **Official Rules/Winner's List:** For a copy of these Official Rules, see your local Pizza 9, Chello Grill or The Outpost Ice Arenas through October 31, 2024.
- 12. **Sponsors**: Pizza 9 Hospitality Group, 4140 Jackie Rd SE, Rio Rancho, NM 87124; The New Mexico Ice Wolves, 9530 Tramway Blvd, NE, Albuquerque, NM 87122.