

## CAPS GAMING SHOWCASE – NORTH AMERICA DIVISION OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR WIN. THIS IS A CONTEST OF SKILL. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** The Caps Gaming Showcase – North America Division (the “**Showcase**”) is an esports competition for [Teams \(defined below\)](#) playing the EA SPORTS™ NHL®23 (“**NHL 23**”) video game on any of the [Eligible Gaming Consoles \(defined below\)](#) (each, a “**Console**”).
2. The Showcase is sponsored by Caps Gaming presented by Leidos, a brand of Lincoln Holdings LLC d/b/a Monumental Sports & Entertainment (“**Caps Gaming**”) and administered jointly with Leaguegaming Systems Inc. (“**Leaguegaming**”) (together, “**Administrator**”).
3. Showcase is only offered in the following regions (each a “**Region**”): the “**US Region**” (consisting of United States and the District of Columbia), and the “**Canada Region**” (consisting of Canada (including Quebec)) (the “**Showcase Area**”). Void outside the Showcase Area and where prohibited.
4. **Note: If you are a Team Member of a Semifinalist Team, you must be willing and able to attend the Semifinal and Final Rounds during a Live Event in Washington, District of Columbia, United States in order to remain eligible to receive a prize and you are exclusively responsible for ensuring that you have any required travel documents, such as a current passport.**
5. Showcase is subject to all federal, state, provincial and/or local laws. Administrator shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding [Registrations \(defined below\)](#), registration or other deadlines, selection of Semifinalist Teams, Finalist Teams or Winning Teams, prize restrictions, and eligibility — and all its decisions are final and binding in all Showcase-related matters. By participating, you irrevocably, fully and unconditionally agree to be bound by these Official Rules and the decisions of Administrator and waive any right to claim ambiguity in these Official Rules or any other Showcase-related advertising or materials. Leaguegaming’s computer is the official time-keeping device for the Showcase.
6. **Tax Documents: If required under United States law, certain Internal Revenue Service (“**IRS**”) forms (such as IRS Forms 1099-MISC or their equivalents) may be issued to and/or required from prize recipients depending on the approximate retail value (“**ARV**”) and/or their countries of residence, and prize recipient will be solely and exclusively responsible for all federal, state, provincial and/or local income taxes that may result from his/her/their acceptance of the prize. Where required by United States law, Caps Gaming shall withhold and remit to the IRS a tax equal to thirty percent (30%) of the gross [ARV](#) on payments to the foregoing prize recipients. In addition, Caps Gaming will be required to obtain an IRS Form W-8 BEN or other tax documents from prize recipients who are foreign nationals and to file an IRS Form 1042. All United States and local tax reporting, including the filing of relevant tax returns, is the exclusive responsibility of the prize recipients.**

## GENERAL

7. As described in more detail below, the Showcase is intended to be held remotely in during the Qualifying Rounds and the Preliminary Knock-out Tournament Rounds and live during the Semifinal and Final Rounds. Other Rounds may be live-streamed and Teams who qualify for such Rounds may be required to record themselves and their Consoles during Game play and to stream and/or transfer the recorded files, as directed by Administrator.
8. Subject to public health recommendations and restrictions, the Semifinal and Final Rounds (the "**Live Event**") will be live in Washington, District of Columbia, United States on a date to be announced by Caps Gaming as soon as practicable; however the Final Round will conclude no later than March 17, 2023. To cover travel expenses to and from the Live Event, the six (6) Team Members of each verified Semifinalist Team will be awarded a Semifinalist Team Member Prize. **The Semifinalist Team Members must attend and participate in the Live Event to remain eligible to win or receive any prize.**
9. **If the Live Event cannot be conducted because of public health and safety issues (such as COVID 19) or other reasons, the Semifinal and Final Rounds will be held remotely and attendance at the Live Event will be not required, in which case no Semifinalist Team Member Prizes will be awarded. See "[Stage IV: Live Event \(Semifinal and Final Rounds\)](#)" below.**
10. Showcase will consist of four (4) stages (each a "**Stage**"), described in greater detail in the sections below. All times in these Official Rules refer to Eastern Time ("**ET**"). Specific competition start and end times will be posted on the Showcase Page. Generally,
  - a. **Stage I: Registration Period:** Registration begins on December 2, 2022 at 3:00 PM ET. Registration closes on January 2, 2023 at 3:00 PM ET or when two hundred fifty-five (255) teams (each, a "**Team**") have submitted complete registrations (each, a "**Registration**"), whichever occurs first (the "**Registration Period**"). Each Team will be comprised of six (6) members ("**Team Members**") and, optionally, up to three (3) substitute Team Members (each, a "**Substitute Team Member**"). **(Only six (6) Team Members on any Team can receive prizes).** You may only participate as a Team Member (including as a Substitute Team Member) once during the Showcase. [See "\*\*Stage I: Registration Period\*\*" Section](#) for more Registration details.
  - b. **Stage II: Qualifying Rounds:** Registered Teams will compete in the Qualifying Rounds from January 4, 2023 until February 2, 2023. All Qualifying Rounds will be Swiss format matches (each a "**Match**") in best-of-three ("**BO3**") game ("**Game**") Match format to determine the top thirty-two (32) Teams (the "**Qualifying Teams**"), who will be eligible to participate in the single-elimination knock-out tournament ("**Knock-out Tournament**"). [See "\*\*Stage II: Qualifying Rounds\*\*" below](#) for more details.
  - c. **Stage III: Knock-out Tournament Preliminary Rounds:** Beginning on February 8, 2022, the Qualifying Teams will compete in the Knock-out

Tournament Preliminary Rounds which will be structured in a single-elimination BO3 Game format, to determine the four (4) Qualifying Teams who will proceed to the Semifinal Round (below) as the Semifinalist Teams (“**Semifinalist Teams**”). Seeding of the initial bracket in the Knock-out Tournament will be based on the Qualifying Teams’ respective win/loss records at the close of the Qualifying Rounds. [See “Stage III: Knock-out Tournament Preliminary Rounds” Section](#) for more details.

- d. **Stage IV: Knock-out Tournament LIVE Semifinal and Final Rounds:** As noted above, the Semifinalist and Teams will compete in the Semifinal and Final Rounds during the [Live Event](#) on a weekend to be determined but concluding no later than the weekend of March 17, 2023 and a specific location to be announced (the “**Live Event Venue**”). Semifinal Team Members will be awarded a Semifinal Team Member Prize to cover travel expense to attend the Live Event and receive additional instructions. Semifinal Team Members **must be present** at the Live Event to remain eligible to win or receive a prize. The Semifinal Round will be [BO3](#) Game format. The winning Semifinal Teams will progress to the Final Round as the Finalist Teams (“**Finalist Teams**”). The Final Round will determine the “**First Place Team**” and “**Second Place Team.**” The Final Round will be single-elimination, best-of-five (“**BO5**”) Game format. **See** “[Stage IV: Live Event \(Semifinal and Final Rounds\)](#)” below.
11. **Eligible Gaming Consoles:** The Showcase can be played on any of the following Consoles (each, an “**Eligible Gaming Console**”):
  - a. PlayStation®5 (“**PS5**”); and
  - b. Xbox Series S/X (“**Xbox Series S/X**”).
12. For Showcase information and announcements, visit <https://www.leaguegaming.com/capsgaming> (the “**Showcase Page**”).

## PRIVACY

13. Showcase is in no way sponsored, endorsed or administered by, or associated with, the NHL Entities, Sony Interactive Entertainment, Inc. (“**Sony Interactive**”), Microsoft® Corporation (“**Microsoft**”), or EA Sports, a division of Electronic Arts, Inc. (“**EA Sports**”). You are providing information to [Administrator](#) and not to the NHL Entities, Sony Interactive, Microsoft or EA Sports. The information you provide will only be used for administration of the Showcase and/or as otherwise set forth in these Official Rules. Any questions that you have about this Showcase must be directed to Administrator and not to the NHL Entities, Sony Interactive, Microsoft or EA Sports.
14. Leaguegaming collects the information necessary for it and Caps Gaming to operate the Showcase at the time a [Team Member](#) registers his/her/their [Leaguegaming Account \(below\)](#) and [Gaming Account \(below\)](#) and information collected from each Team Member will be shared with Caps Gaming. Without limiting Caps Gaming’s and Leaguegaming’s rights under their respective Privacy Policies (below), Caps Gaming and Leaguegaming may use such information to contact a Team Member for matters and events related to the operation of this Showcase.

15. Team Members in the [US Region](#) agree that Caps Gaming, Leaguegaming and their respective agents, affiliates, subsidiaries, representatives or service providers may use Team Members' personal information submitted with entry or registration for purposes of future marketing by Caps Gaming and/or Leaguegaming, such as to notify them of a product or promotion that Caps Gaming and/or Leaguegaming think may be of interest. Please refer to Leaguegaming's and Caps Gaming's respective Privacy Policies at the websites referenced below for information about the choices that may be available to you to opt out of such promotional communications.
16. **Privacy Policies:** By participating in this Showcase, you agree to the terms of the following privacy policies below, which may be updated from time to time:
- a. **Caps Gaming:** Visit <https://www.nhl.com/capitals/team/privacy-policy> to review Caps Gaming's current privacy policy (the "**Caps Gaming Privacy Policy**"); and
  - b. **Leaguegaming:** Visit [https://www.leaguegaming.com/forums/index.php?leaguegaming/league&action=league&page=information&tab=terms\\_of\\_service](https://www.leaguegaming.com/forums/index.php?leaguegaming/league&action=league&page=information&tab=terms_of_service) to review Leaguegaming's current privacy policy (the "**Leaguegaming Privacy Policy**").

## ELIGIBILITY

17. To be eligible, each [Team Member](#) and [Substitute Team Member](#), if any, must satisfy each of the following eligibility requirements:
- a. He/she/they must be at least eighteen (18) years old or older as of December 2, 2022, and a legal resident of a [Region](#) in the Showcase Area.
  - b. He/she/they must not be an employee, officer, director, agent or representative of any of the Excluded Entities (below), or a member of the immediate family (spouse, parent, child, sibling or in-law) or household member of any such persons. The term "**household**" includes all persons residing together in a single residence, whether or not related.
  - c. If he/she/they are a Team Member of a Semifinalist Team, he/she/they must be willing and able to attend the Semifinal and Final Rounds during a Live Event in Washington, District of Columbia, United States to remain eligible to receive a prize.
18. For eligibility purposes above, the term "**Excluded Entities**" means:
- a. Caps Gaming;
  - b. Leaguegaming;
  - c. Twitch.tv ("**Twitch**");
  - d. Discord Inc. ("**Discord**");
  - e. Leidos, Inc. ("**Leidos**");
  - f. Lincoln Holdings LLC d/b/a Monumental Sports & Entertainment ("**MSE**");
  - g. Lincoln Hockey LLC d/b/a Washington Capitals® ("**Capitals**");
  - h. Washington Sports & Entertainment LP ("**WSE**");

- i. Monumental Network LLP ("**Monumental Network**");
  - j. DC Arena LP ("**DC Arena**");
  - k. Capital One Arena ("**Capital One Arena**");
  - l. District E Powered by Ticketmaster® ("**District E**");
  - m. National Hockey League ("**NHL**");
  - n. Any prize provider(s); and
  - o. Any other entity directly involved in the development or administration of the Showcase.
19. **Note: So long as a Team Member or Substitute Team Member is otherwise eligible to participate, he/she/they shall not be excluded by virtue of his/her/their participation in or membership on any teams designated as Caps Gaming "Representative" or "Official" teams.**
20. Except for Teams, Showcase is not open to groups, clubs or organizations and groups, clubs and organizations are prohibited from reproducing or distributing Showcase materials to their members without Caps Gaming's prior express consent.
21. The term "**NHL Entities**" means the NHL, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., each NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, National Hockey League Foundation, NHL Foundation, each of the other thirty (30) member clubs of the NHL, and each of their respective subsidiaries or affiliated entities, including any entity which, now or in the future, controls, is controlled by, or is under common control with the NHL or any of its member clubs, and the directors, officers, employees, partners, shareholders, owners and agents of the above entities.
22. ANY TEAM MEMBER OR TEAM WHO IS FOUND TO BE INELIGIBLE OR IS DISQUALIFIED AT ANY STAGE OF THE SHOWCASE MAY NOT PROCEED TO THE NEXT ROUND OF THE SHOWCASE AND, IF APPLICABLE, MAY BE REQUIRED TO RETURN ANY PRIZE AWARDED AND RECEIVED, OR ITS CASH EQUIVALENT, IN FULL WITHIN THIRTY (30) DAYS OF NOTIFICATION BY ADMINISTRATOR.

### Registration Requirements

23. Prior to registering for the Showcase, you must have each of the following:
- a. Access to a [Console](#) ([defined above](#));
  - b. An online membership to play on your chosen Console (each, a "**Gaming Account**") with a corresponding ID or username (each, a "**Gaming ID**"):
    - PlayStation®Plus account ("**PSP Account**") and corresponding PlayStation® Network ID (your ID or username for the PSP Account) ("**PSP ID**"); or
    - Xbox Live Gold account ("**Xbox LG Account**") and corresponding Xbox Live Gold ID (your ID or username for the Xbox LG Account) ("**Xbox LG ID**");
  - c. An authorized copy or license of [NHL 23](#) for your Console.

24. There are costs associated with each Gaming Account and participation via any [Console](#) is subject to applicable terms of service and privacy policies (each, “**Gaming Account Policies**”) published by the relevant Gaming Account:
- a. **PSP Account:** For more information about PSP Accounts, visit <https://www.playstation.com/en-us/explore/playstation-plus> and select the Terms of Service (Sony Interactive Terms of Service) and Privacy Policy (Sony Interactive Privacy Statement) for your specific Country or visit <https://www.playstation.com/en-us/network/legal/privacy-policy> if no country-specific policy is listed; and
  - b. **Xbox LG Account:** For more information about Xbox LG Accounts, visit the terms of service published at <https://www.microsoft.com/en-us/servicesagreement> and the privacy policy at <https://privacy.microsoft.com/en-US/privacystatement>.
25. To participate, you must also have a current Leaguegaming account (a “**Leaguegaming Account**”) in good standing and access to the Internet. There are no fees or service charges to create or maintain a Leaguegaming Account, which you may create for free by visiting <https://www.leaguegaming.com> and following the provided instructions.
26. Participation is subject to the Leaguegaming Terms of Use and Statement of Privacy Policy, which can be viewed by visiting <https://www.leaguegaming.com> and selecting your country or, if no country-specific policy is listed, by visiting [https://www.leaguegaming.com/forums/index.php?leaguegaming/league&action=league&page=information&tab=terms\\_of\\_service](https://www.leaguegaming.com/forums/index.php?leaguegaming/league&action=league&page=information&tab=terms_of_service) (the “**Leaguegaming Terms**”).
27. Your Leaguegaming Account must remain in good standing during the entire Showcase to remain eligible. [Administrator](#) reserves the right at any time during the Showcase to disqualify any Team Member from further participation or eligibility for prizes, and/or to require the return of any prizes received, if Administrator determines, in its sole and absolute discretion, that such Team Member’s Leaguegaming Account has been suspended or is subject to suspension based on Team Member’s violation of applicable Leaguegaming Terms, including (a) providing false information or bypassing any age gate or similar restrictions to create a Leaguegaming Account, (b) harassing other Team Members and/or Caps Gaming or Leaguegaming employees; engaging in suspected or confirmed fraud or unfair gameplay. You agree and acknowledge that such disqualification may be declared at any time during the Showcase, even if you have proceeded through one (1) or more [Matches](#) or [Stages](#).
28. In addition, Administrator reserves the right in its absolute discretion to refuse registration or participation by any Team Member whom it reasonably believes is currently engaging or has previously engaged in abusive, hateful, racist, threatening, bullying, harassing, unsportsmanlike, offensive or other inappropriate conduct or speech targeting or directed at other Team Members, participants or Showcase staff, which conduct Administrator reasonably believes in its sole and absolute discretion would negatively impact the proper and fair operation/administration of the Showcase or reflect negatively on goodwill or reputation of the Showcase or any of the [Released Parties \(defined below\)](#).

29. Administrator reserves the right to require any [Team Member](#) or Team (including any Semifinalist Team or Team Members) to present proof that of satisfaction (or continued satisfaction) of all eligibility requirements above, to disqualify any such Team Member or Team who does not present adequate documentation, as determined by Administrator in its sole discretion and at any time during the Showcase.
30. Finally, each Team must have access to both a Discord account and a valid Twitch® handle and at least one (1) Team Member on each Team must stream the Team’s Matches for verification.
- a. Your use of Discord is subject to the Discord Terms of Service, located at <https://discord.com/terms>, and its Privacy Policy, which is located at <https://discord.com/privacy>.
  - b. Team Members’ use of Twitch is subject to the Twitch Terms of Service and Privacy Notice, which can be viewed by visiting <https://twitch.tv> and selecting your country or, if no country-specific policy is listed, by visiting <https://www.twitch.tv/p/legal/terms-of-service/> (Terms of Service) and <https://www.twitch.tv/p/legal/privacy-notice/> (Privacy Notice). For avoidance of doubt, Teams participating in the Semifinal Round or Final Round may be required to have a valid Twitch handle to live-stream those events.

**DATES**

31. As described in greater detail below, the following dates will apply to the Showcase. All dates, times, and locations are subject to change. If there is a change to the date, time and/or location of any Stage, Leaguegaming will use reasonable efforts to notify all Team Members at least seventy-two (72) hours prior to the date of the relevant Stage.

**Showcase Date Chart**

Stage	Starts	Ends
Registration Period	2/12/2022	1/2/2023
Qualifying Rounds	1/4/2023	2/2/2023
Knock-out Tournament	2/8/2022	3/17/2023

### Knock-Out Tournament Date Chart

Rounds	Starts	Ends
Round-of-32	2/8/2022	2/8/2023
Round-of-16	2/9/2023	2/9/2023
Quarterfinal Round	2/15/2023	2/15/2023
Semifinal Round	TBA	TBA
Final Round	TBA	TBA

### PRIZES & PRIZE RESTRICTIONS

32. **Winning Team Prize** (1): \$7,500 divided among the five (5) team members. ARV (\$7,500.00).
33. **First Place Team Prize** (1): \$2,500 divided among the five (5) team members. ARV (\$2,500.00).
34. **Semifinalist Team Member Prizes** (24): Invitation to participate in the Live Event (above) on a date TBA (but no later than March 17, 2023) and the following travel elements: roundtrip economy class air transportation from the major commercial airport nearest Semifinalist Team Member's residence to Washington, two (2) nights' hotel accommodations (single standard room, room and tax only) at a Washington area hotel selected by Caps Gaming and ground transfers in Washington between airport/hotel/[Live Event Venue](#), all valid only during the weekend of the Live Event. ARV: \$1,150.71. **Note: The Semifinalist Team Member Prizes will not be awarded if the Semifinal and Final Rounds cannot be held in the Live Event as such prizes are intended to cover the travel expenses to attend the Live Event. See below for additional important travel prize and event prize restrictions.**
35. The First Place Team Prize and Second Place Team Prize are referred to collectively as the "**Winning Team Prizes**" and the First Place Team and Second Place Teams as the "**Winning Teams**." The likelihood of winning will depend on the combined skill of each Team and the number of Teams registered to participate in the Showcase.
36. All referenced prize values are in United States Dollars ("**USD**"). All prize details shall be at Caps Gaming's sole discretion. Each Winning Team Member assumes sole responsibility for all expenses and incidental costs associated with the Winning Team Prizes not explicitly outlined above, including without limitation, all federal, state, provincial and/or local taxes (if any), VAT taxes or fees and surcharges.
37. The actual value of any Semifinalist Team Member Prize may vary, depending on departure city and/or seasonal or industry fluctuations. If the actual value of any Semifinalist Team Member Prize awarded is less than the ARV stated above, such

Semifinalist Team Member will not be entitled to any compensation or reimbursement for difference in value.

38. Participation in Live Event is subject to all rules, regulations, policies and restrictions of Live Event Venue. Semifinalist Team Members agree to comply with all Live Event Venue regulations and policies in connection with the Live Event and acknowledge that Live Event Venue may remove or deny entry to any person, including any Semifinalist Team Member, who engages in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other Semifinalist Team Member, Live Event Venue visitor, guest, employee or other person, or in any other way that violates any Live Event Venue policies. Semifinalist Team Members acknowledge that such conduct or occurrence may result in disqualification of such Semifinalist Team Member and/or entire relevant Semifinalist Team Member from further participation or eligibility to compete for other prizes.
39. [Released Parties \(defined below\)](#) will not be responsible for weather conditions, acts of God, acts of terrorism, civil disturbances, player/referee/labor or other strike or work stoppage, or any other natural disaster outside their control that may cause the cancellation or postponement of the Live Event or any other scheduled event or closure of the Live Event Venue or any other inability to participate in the Live Event as scheduled and that these Official Rules and Caps Gaming's right to reschedule such Live Event will govern in such event.
40. Hotel, resort or other lodging accommodations and travel dates are subject to availability and confirmation of reservations, are subject to change without notice, and may not be combined with any other offer. Semifinalist Team Member Prize winners may be required to coordinate travel with specified travel agent and to make reservations no later than the deadline specified by Caps Gaming. Blackout dates may apply.
41. Prize trip travel and seat selection are subject to availability and confirmation of reservations. Travel may be capacity controlled and seats may not be available on all flights or in all markets. No refunds or credit for changes are allowed. Prize ticket travel may not accrue frequent flyer points. Stopovers/Upgrades/Wait-listing/Open Returns may not be permitted for tickets booked with prize certificate. Prize tickets are non-transferable, are not redeemable for cash and are void if sold or bartered. The sale or barter of tickets obtained through redemption of prize certificates or vouchers is also prohibited. Any tickets obtained through such sale or barter are void and will not be honored for travel.
42. Prizes do not include any transportation other than as specified above and Semifinalist Team Member Prize winners are solely and exclusively responsible for scheduling and paying for any additional transportation arrangements. Semifinalist Team Member Prize winners are solely responsible for obtaining, at their own expense, any picture identification, valid passport, visa, or immunization, where applicable, or complying with any other requirements associated with travel and must be in possession of all necessary travel documents at the time and point of departure. Carrier may deny boarding to any passengers without proper documentation. No refund or compensation will be made in the event of the cancellation or delay of any air or ground transportation. Semifinalist Team Member Prize winners are solely responsible for obtaining any desired travel or other insurance desired.

43. Caps Gaming may substitute ground transportation for air transportation component of any prize if such Semifinalist Team Member resides within one hundred (100) miles of destination city. All travel and hotel or resort accommodations must be used during the date periods set forth above in the prize description or on any tickets or passes. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by any selected transportation carrier as detailed in the relevant passenger ticket contract. Additional information regarding Semifinalist Team Member Prize distribution may be provided to the Semifinalist Team Members at the time of notification.
44. Each prize recipient assumes sole responsibility for all expenses and incidental costs associated with any prize not explicitly outlined above, including without limitation, all federal, provincial, state and local taxes (if any), VAT taxes or fees, surcharges, fees, tips, gratuities, parking, concessions, souvenirs, merchandise, additional transportation, travel or lodging, food, beverages, snacks, resort services, room service, laundry service, spa treatments, local and long distance telephone calls, Internet access, personal items, transfers, airline or airport fees, security fees, baggage charges, passport expenses, passenger tariffs or duties, trip or travel or automobile insurance, service or facility charges, excursions, sightseeing, and upgrades. Hotel or resort may require valid major credit card or cash deposit for incidentals.
45. Cash prizes will be paid directly to and in the name of the individual Winning Team Members and will not be paid to any third party, including but not limited to agencies, agents or representatives of any Winning Teams or Winning Team Members. Non-travel prizes or prize components will be distributed to the Winning Team Members within forty-five (45) days of verification by [Administrator](#).
46. Non-cash prizes or prize components are not exchangeable or redeemable for cash, may not be sold, bartered or auctioned, and must be accepted as awarded, without substitutions. The right to receive any prize is personal to Semifinalist Team Members and/or Winning Team Members and not transferrable. Any prize (in whole or part) not accepted by any such individual is forfeited and no substitute will be offered or permitted. Prizes may not be substituted except that Caps Gaming in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced. Other restrictions apply.

## TO PARTICIPATE

47. As explained above, you must have a [Gaming Account](#), a Leaguegaming Account, access to a Twitch Account and a Discord account, a [Gaming ID](#), access to a [Console](#), a valid NHL 23 license for the Console and Internet access to register and participate in the Showcase.

### Stage I: Registration Period

48. Registration Period begins December 2, 2022 at 3:00 PM ET and ends no later than January 2, 2023 at 3:00 PM ET. To register a Team, follow these steps:
  - a. A Team representative (the "**Team Owner**") must first visit the Showcase Page at <https://www.leaguegaming.com/capsgaming>, and log-in to his/her/their Leaguegaming Account, which must be the same Leaguegaming Account he/she/they will use to participate in all Matches. If you don't have a

Leaguegaming Account, click “Log-in with PS” or “Log-in with Xbox” to create one (be sure to follow any instructions to provide all required information, which may include name, gamer tag (“**Gamer Tag**”), avatar (“**Avatar**”), email address, telephone number, mailing address, and age or date of birth);

- b. Next, the Team Owner must click the “Signup for Season 4” button and follow the instructions to register his/her/their Team, with up to six (6) regular Team Members (including Team Owner). The Team Owner may optionally designate or include up to three (3) [Substitute Team Members](#), for a total roster of nine (9) players. However, no Substitute Team Member will be eligible for any prizes unless he/she/they is actually activated. Substitute Team Members and are subject to the additional restrictions below (see “[Use of Substitute Team Members](#)”);
- c. To complete the initial registration, the Team Owner must fill out the sign-up form, enter the Team name, confirm that he/she/they meet the minimum age and residence requirements and agree to the Leaguegaming and Caps Gaming Terms and these Official Rules. Each [Team Member](#) and Substitute Team Member may also be required to fill out the sign-up form, enter the Team name, confirm eligibility and agree to the Leaguegaming and Caps Gaming Terms and these Official Rules;
- d. Once the Registration has been submitted, Leaguegaming staff will review and process the Registration and notify Team Owner via the Leaguegaming “Alerts” system that the Team is set up.

**This is the only method of registration. Registrations will not be accepted via U.S. mail, email, or any other method.**

49. **Limited Roster Changes: Teams will be permitted to make roster changes until the Knockout Tournament begins on February 8, 2022 so long as any new Team Members are otherwise eligible and have not played on any other Team during the Showcase.**
50. IMPORTANT: DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN THE SHOWCASE.
51. All Registrations must be completely submitted no later than January 2, 2023 at 3:00 PM ET. Proof of sending is not proof of completion. Administrator will not accept screen shots as proof of registration.
52. Limit one (1) [Registration](#) per person and per Team. Additional registrations received from any such person or Team thereafter will be subject to disqualification. **Account “sharing” is strictly prohibited.** In the event that Administrator concludes that any Team Member is using a Gaming Account that does not “belong” to that Team Member (i.e., for which that Team Member was not the [Authorized Account Holder \(as defined below\)](#) as of the date of registration), **the Administrator reserves the absolute right in its sole discretion to disqualify the entire Team.**
53. Any use of robotic, repetitive, automatic, programmed, mechanical, script, macro, or any other automated means or similar registration methods or agents (including, but not limited to, contest-entry services or multiple or different email addresses, or the

- submission of false contact information under multiple or different email addresses, identities, registrations, accounts or logins) or any other devices or artifices to register or encourage, directly or indirectly, multiple or false registrations are prohibited and suspected or detected registration method violations may void some or all registrations submitted by that potential Team Member or Team, in Administrator's sole discretion. Except as expressly provided by these Official Rules, no group submissions will be accepted.
54. Each Team is responsible for submitting the correct in-game name and Team name to the Leaguegaming platform and to update them in the event either is inaccurate. Failure to input correct in-game name and/or Team name may result in disqualification.
  55. All requested registration fields are required for the Showcase. Any Teams or [Team Members](#) who fail to complete all registration fields may be disqualified at the discretion of [Administrator](#).
  56. You must use the same Leaguegaming Account and [Gamer Tag](#) for the entire Showcase. You may not use multiple [Gaming IDs](#) during the Showcase (i.e., you are prohibited from using multiple Gaming IDs to participate more than once in the Showcase).
  57. Registrations must be associated with a valid Leaguegaming Account, [Gaming Account](#) and Gaming ID and must include a valid email address and telephone number for the Team Member. Administrator is not responsible for voice or electronic communications that are undeliverable because of any form of call blocking of any kind or inability to leave a voice message, or any form of passive, or as to email, active filtering of any kind.
  58. In the event of a dispute as to the identity or eligibility of a Team Member based on a Leaguegaming Account or Gaming Account, the registration will be deemed made by the "**Authorized Account Holder**" of the relevant Leaguegaming Account or Gaming Account, as applicable, used for registration. The Authorized Account Holder is the natural person who is assigned to the Leaguegaming Account by Leaguegaming or to the Gaming Account by Sony Interactive or Microsoft, as applicable. In the event of a dispute as to the identity of any Team Member, such Team Member agrees to furnish requested documentation confirming his/her/their status as the Authorized Account Holder.
  59. Team Members who fail to provide any required information may be disqualified without further notification by Administrator. Administrator is not responsible for registrations that are lost, misdirected, undelivered, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such registrations are void. Administrator reserves the right in its sole discretion to disqualify any registration at any time that in its opinion does not comply with these Official Rules. [Registrations](#) become the property of Caps Gaming and will not be returned or acknowledged.
  60. Your Gamer Tag and/or Avatar must comply with the terms and conditions at the Showcase (the "**Website Terms**") as well as the terms of the following Content Restrictions.

### Content Restrictions

61. Gamer Tags and [Avatars](#) must not include any content, language or images that would make the Gamer Tags or Avatars inappropriate for publication or broadcast to a general audience as determined by [Administrator](#) in its absolute and sole discretion.
62. Without limiting the foregoing, Gamer Tags or Avatars that include foul language, nudity or other states of undress, graphic or excessively violent content, lewd, pornographic, obscene, indecent, hateful, tortious, illegal, defamatory, slanderous, libelous, false, or disparaging content, or that content invades any person's privacy or other rights, or that promotes or advocates drug use, bigotry, racism, hatred, or harm against any group or individual, or that promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or that appears to violate any third-party intellectual property rights, as determined by Administrator in its absolute and sole discretion, may be subject to mandatory replacement or disqualification.
63. Gamer Tags and Avatars must not depict or include any identifiable individuals, brand names, trademarks, logos or trade names.

### Team Member's License & Warranty

64. By submitting a Registration with a Gamer Tag and/or Avatar, you expressly grant to Caps Gaming and Leaguegaming (and to those acting on behalf of either Caps Gaming or Leaguegaming) a non-exclusive, perpetual, irrevocable, world-wide royalty-free license (and waive all moral rights in and to the Registration, Gamer Tag and/or Avatar) to display, reproduce, distribute, publish, perform, edit, otherwise use the Registration, Gamer Tag and/or Avatar for advertising and promotional purposes, including the display of the Registration, Gamer Tag and/or Avatar on their respective websites, Facebook and/or Twitter pages, Instagram and/or Pinterest channels and/or any other social media platforms in connection with this Showcase. For clarity, Caps Gaming and Leaguegaming have the right (but not the obligation) to publish any Registration, Gamer Tag and/or Avatar on their respective websites and/or social media channels and as they otherwise so choose.
65. By submitting a Registration with a Gamer Tag and/or Avatar, you warrant that (a) you are legally entitled to submit the Registration, Gamer Tag and/or Avatar in the Showcase, (b) the Registration, Gamer Tag and/or Avatar do not infringe any third party rights, and (c) the Registration, Gamer Tag and/or Avatar comply in all respects with the Official Rules and Website Terms and you agree to indemnify and hold Released Parties (defined below) harmless from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by you of these Official Rules or the warranties and/or representations made by you pursuant to these Official Rules.
66. Leaguegaming may reject or disqualify any Registration (or require replacement of any associated Gamer Tag and/or Avatar in its sole discretion) if it determines that such Registration and/or any associated Gamer Tag and/or Avatar has violated the Official Rules (including the Content Restrictions), or is otherwise unsuitable, offensive, or in poor taste, at any time. You agree that [Administrator](#) has the sole discretion to decide whether any Registration, Gamer Tag and/or Avatar satisfy these Official Rules and that

its decisions are final. WITHOUT LIMITING THE FOREGOING, ADMINISTRATOR RESERVES THE RIGHT TO REJECT OR REQUIRE REMOVAL OR REPLACEMENT OF ANY GAMER TAG AND/OR AVATAR AND/OR DISQUALIFY THE RELATED REGISTRATION IT DEEMS, IN ITS SOLE, SUBJECTIVE DETERMINATION, TO BE INAPPROPRIATE WITHOUT ANY OBLIGATION TO ENGAGE IN ANY COMMUNICATION, COMMENT OR DISCUSSION ABOUT ANY SUCH GAMER TAG/AVATAR OR REGISTRATION AND/OR ANY DECISION TO REMOVE SUCH GAMER TAG/AVATAR AND DISQUALIFY ITS CORRESPONDING REGISTRATION. ALL DECISIONS OF ADMINISTRATOR ARE FINAL.

#### Equipment, Procedures, Settings and Behavior

67. The following provisions apply generally throughout the Showcase, unless otherwise noted on the Showcase Page or expressly specified by [Administrator](#).

#### **Equipment**

68. All Matches during the Showcase must be played on an [Eligible Gaming Console](#).

#### **Game Procedures & Settings**

69. Game procedures and settings for all Showcase Rounds will be determined by Leaguegaming and published on the Showcase Page.

70. Match communication with opponents will occur on the Leaguegaming match page (the "[Leaguegaming Match Page](#)") for each respective Match. Showcase support will occur on the official Showcase Discord support server. Please post Showcase questions in the designated support channels in the Discord support server. Official Discord links can be found on the Showcase contact page.

71. Score reporting will occur on the Leaguegaming platform. The winning Team in each Match should report the score of the Match immediately after it has been played and take a screenshot of the end game screen. Visit the Showcase Page or the Leaguegaming Match Page for additional information on the administration of Knock-out Tournament Preliminary Round Match play.

#### **Behavior**

72. [Team Members](#) are prohibited from using racist, sexist, hate-speech, or otherwise inappropriate language or behavior at any time during [Match](#) play.

73. Unsportsmanlike behavior may result in a forfeit of a [Game](#) or Match or disqualification from the Showcase.

74. Any form of cheating may subject the relevant Team or Team Member to penalties up to and including disqualification from the Showcase.

75. [Administrator](#) reserves the right in its sole discretion to determine whether reported or observed incidents violates the rules and the appropriate consequences.

76. For additional information relating to reporting and resolution of complaints during the Showcase, visit the Showcase Page.

## Stage II: Qualifying Rounds

77. [Match](#) play in the Qualifying Rounds will start on January 4, 2023 and end no later than February 2, 2023 and will be subject to the following conditions.

### Use of Substitute Team Members

78. During the Qualifying Rounds **only**, any Team may swap or transfer a Substitute Team Member to or from another Team so long as that Substitute Team Member has not been activated or otherwise participated in the Showcase on behalf of other Team. In other words, once a Substitute Team Member has been activated or played as part of any Team during the Showcase, he/she/they are **no longer eligible to play on behalf of any other Team** in the Showcase.

### Match Check-In

79. A notice will be posted on the Showcase Page with the list of initial Matches. [Team Members](#) must check in and confirm their participation in accordance with all deadlines posted by Leaguegaming on the Showcase Page for each Match.
80. Team Members are solely responsible for checking the Showcase Page to determine the start time for each Match and the corresponding check-in deadline. Failure of any Team or Team Member to timely check in and confirm participation in a scheduled Match may result in that Team's forfeiture of the relevant Match.

### Server Selection Determination

81. Each Game will follow the [Leaguegaming Server Selection Policy for North America](#), which can be viewed at [https://www.leaguegaming.com/esports/Leaguegaming Esports Server Selection Policy North America.pdf](https://www.leaguegaming.com/esports/Leaguegaming_Esports_Server_Selection_Policy_North_America.pdf). It is each Team's responsibility to confirm the accepted Game invites with the correct server. If a Match has started (puck drop), both Teams forfeit the right to dispute the Match based on Server Selection Policy.

### Match Format

82. The initial Matches during the Qualifying Rounds will be seeded on a random basis determined by Leaguegaming. All Matches during the Qualifying Rounds will be played in [BO3 Game](#) format.
83. At the conclusion of the Qualifying Rounds, Leaguegaming will calculate the final standings of all Teams as follows: Teams will be ranked based on the number of **series** (best-of-game [Matches](#)) won by each Team. In the event of a tie between any potential Qualifying Teams, the tie will be broken in favor of the Team with the fewest number of individual **Game** losses. If a tie remains, it will be broken in favor of the Team with the fewest total "allowed goals" during the Qualifying Rounds.
84. Subject to ongoing compliance with these Official Rules, the thirty-two (32) [Qualifying Teams](#) for the [Knock-out Tournament](#) will be determined based on the final standings above and will qualify to participate in the Knock-out Tournament to determine the [Winning Teams](#). Qualifying Teams will be announced via the Showcase Page.
85. As noted above, all Qualifying Round Matches must be completed no later than February 2, 2023. All Match play is subject to monitoring by Leaguegaming. Only

Matches played through Qualifying Rounds will count towards a Team's qualification for the Knock-out Tournament. Matches that are not played through Qualifying Rounds will not count towards a Team's qualification.

### **Stage III: Knock-out Tournament Preliminary Rounds**

86. The Knock-out Tournament Preliminary Rounds will start on February 8, 2022 and conclude with the Quarterfinal Round on the date set out in the [Knock-out Tournament Date Chart above](#). All Knock-out Tournament Preliminary Rounds through the end of the Semifinal Round will be played in [BO3](#) Game format.
87. Subject to verification of eligibility and compliance with these Official Rules, the top four (4) Qualifying Teams at the conclusion of the Knock-out Tournament Preliminary Rounds will be declared the [Semifinalist Teams](#) and progress to the Semifinal Round.
88. All preceding rules regarding equipment, game procedures, game settings, behavior, disputes, etc., shall apply to all Knock-out Tournament Preliminary Rounds unless otherwise expressly noted on the Showcase Page or otherwise officially announced or published by [Administrator](#).
89. Only Matches played through a Knock-out Tournament Preliminary Round will count towards a Qualifying Team's qualification for the Semifinal Round. Matches that are not played through a Knock-out Tournament Preliminary Round will not count towards a Qualifying Team's qualification.
90. Administrator reserves the right to declare fewer than the stated number of Semifinalist Teams if it does not receive an adequate number of properly submitted and eligible Registrations.

### Semifinalist Team Member Verification & Disqualification

91. Each potential Semifinalist Team Member may be required to present valid photo identification and/or to sign an affidavit or declaration of eligibility, liability waiver, publicity release (where legal), tax forms and/or other legal documents ("**Verification Paperwork**") and to provide such documents to [Administrator](#) within forty-eight (48) hours of request and as a condition of ongoing eligibility and participation in the Semifinal Round. Administrator in its sole discretion may allow for transmission of Verification Paperwork via fax or email.
92. **Alternate Semifinalist Team Members**: If any potential Semifinalist Team Member (a) cannot be contacted directly by, or does not respond to, the request of Administrator within the time stated above, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to participate further, or (d) is otherwise determined to be ineligible, Administrator in its discretion may disqualify that potential Semifinalist Team Member.
93. In such case, a potential Alternate Semifinalist Team Member will be selected as soon as reasonably practicable after such disqualification and in accordance with the following procedure:
  - a. If the [Semifinalist Team](#) designated a [Substitute Team Member](#) at the time of Registration, that Substitute Team Member will be declared the potential Alternate Semifinalist Team Member;

- b. If the Semifinalist Team did not designate a Substitute Team Member at the time of Registration, or that person is not eligible or willing or able to participate for any reason, Administrator (alone or, at its **sole option**, in consultation with the Team Owner of the affected Semifinalist Team) shall select an Alternate Semifinalist Team Member from the [Team Members](#) of the last [Qualifying Team](#) played by the relevant Semifinalist Team.
94. Alternate Semifinalist Team Members are subject to all eligibility requirements and restrictions of these Official Rules and must respond to initial notification and provide any requested [Verification Paperwork](#) within deadlines above, or no later than the close of business on the Friday prior to the Semifinal Round, whichever is earlier.
95. If time permits, Administrator will make up to two (2) attempts to verify an alternate Semifinalist Team Member. If Administrator cannot verify a Semifinalist Team Member after two (2) attempts, or there is not enough time remaining prior to the Semifinal Round to verify such Semifinalist Team Member, no further attempts may be made for that Semifinalist Team slot and that Semifinalist Team will be disqualified and the corresponding Semifinalist Team slot will be treated as a bye during the Semifinal Round.

#### Semifinalist Team Verification & Disqualification

96. **Alternate Semifinalist Team**: If any potential Semifinalist Team (a) cannot be contacted directly by, or does not respond to, initial notification within the time stated above, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to participate further, or (d) is otherwise determined to be ineligible, Administrator in its discretion may disqualify that potential Semifinalist Team and the last Qualifying Team played by the disqualified Semifinalist Team shall be designated the Alternate Semifinalist Team.
97. Alternate Semifinalist Teams are subject to all eligibility requirements and restrictions of these Official Rules and must respond to initial notification and provide any requested Verification Paperwork within deadlines above, or no later than the close of business on the Friday prior to the Semifinal Round, whichever is earlier. If time permits, Administrator will make up to two (2) attempts to verify an alternate Semifinalist Team. If Administrator cannot verify a Semifinalist Team after two (2) attempts, or there is not enough time remaining prior to the Semifinal Round to verify such Semifinalist Team, no further attempts may be made and that Semifinalist Team will be disqualified and that Semifinalist Team slot will be treated as a bye during the Semifinal Round.

#### **Stage IV: Live Event (Semifinal and Final Rounds)**

98. On the date set out in the relevant [Knock-out Tournament Date Chart above](#), the four (4) Semifinalist Teams will compete in the Semifinal Round to determine the [Finalist Teams](#). The Semifinal and Final Rounds will be held at the [Live Event Venue](#) and all Semifinalist and Teams must attend the Live Event in person to remain eligible. All Semifinalist Team Members must check-in no later than the time communicated to them via email by [Administrator](#).
99. At the conclusion of the Semifinal Round, the two (2) winning [Semifinalist Teams](#) will be declared the Finalist Teams, and they will compete in the Final Round to determine the

First Place Team and Second Place Team. [Match](#) play during the Semifinal Round will be single-elimination, [BO3 Game](#) format and Match play during the Final Round will be single-elimination, [BO5](#) Game format.

100. The Semifinal and Final Rounds will be conducted during a Live Event and may also be videotaped and/or live-streamed. All Team Members competing in the Semifinal Round and/or Final Round may be required to present proof of valid government-issued photo ID and sign a publicity release except where prohibited.
101. All preceding rules regarding equipment, game procedures, game settings, behavior, disputes, etc., shall apply to the Semifinal and Final Rounds unless otherwise expressly noted. Any disputes, glitches or complaints during the Semifinal and Final Rounds will be referred to and resolved by Leaguegaming.
102. At the conclusion of the Final Round, subject to verification of continued eligibility and compliance with these Official Rules, the top Finalist Team will be declared the First Place Team and the other Finalist Team will be declared the Second Place Team.
103. Caps Gaming and Leaguegaming may, in their sole discretion, post any or all names of the verified Semifinalist Teams, Finalist Teams, [Winning Teams](#) and/or any of their respective [Team Members](#), on the Showcase Page and/or any of Caps Gaming's and Leaguegaming's respective websites, including <https://www.nhl.com/capitals/fans/chel> and <https://www.leaguegaming.com>, and on or in any of Caps Gaming's and Leaguegaming's respective social media pages or channels and broadcast them on any of Caps Gaming's stations.

## **PUBLICITY RELEASE**

104. By accepting a prize, each Semifinalist Team Member (including each Winning Team Member) agrees to award Caps Gaming and Leaguegaming the right to publicize his/her/their name, photographs (including the use and appearance of his/her/their photograph on Caps Gaming's and Leaguegaming's respective websites), likeness, biographical information, email address, voice and details of winning and/or participation for purposes of this and future promotions without further compensation, except where prohibited.

## **MISCELLANEOUS**

105. [Administrator](#) will not be responsible for weather, acts of God, acts of terrorism, civil disturbances, pandemics, labor or other strike or work stoppage, or any other natural disaster outside its control that may cause the cancellation or postponement of any Showcase Round, Live Event or the Showcase or any other inability to conduct such Showcase Round, Live Event or Showcase as scheduled.
106. Caps Gaming reserves the right to cancel, suspend or terminate this Showcase, or any part thereof, if Caps Gaming determines, in its sole discretion, that the security, administration, fairness and/or operation of the Showcase has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, regularly scheduled maintenance, malfunction, or any other cause beyond Administrator's control. In such an event, Leaguegaming will post notice of same at the Showcase Page and determine the Semifinalist Teams, Finalist Teams

- and/or [Winning Teams](#) (as applicable) from all non-suspect Team [Registrations](#) received prior to the suspension, cancellation or termination of the Showcase in accordance with the above-described selection procedures or in such other manner as Caps Gaming, in its sole discretion, deems fair and appropriate under the circumstances.
107. Caps Gaming reserves the right to disqualify any individual from further participation in the Showcase if Caps Gaming concludes, in its sole discretion, that such person (a) has attempted to tamper with the registration process or other any operation of the Showcase, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards Caps Gaming, Leaguegaming, other Showcase officials, Live Event Venue staff, other Teams, [Team Members](#), or other participant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to participate more than the number of times permitted herein, including by using any prohibited device or method. Any failure by Caps Gaming to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
108. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE SHOWCASE MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND CAPS GAMING RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.
109. All activity arising out of and relating to the Showcase, including any reference to the status of any Team as a "Semifinalist Team" or "Finalist Team" or "Winning Team" or any individual as a Team Member of any such Team, is subject to verification and/or auditing for compliance with the Official Rules. If Caps Gaming determines, in its sole discretion, that verification or auditing activity evidences non-compliance of any Registration and/or Team Member with the Official Rules, Caps Gaming reserves the right to disqualify such Registration, Team Member and/or corresponding Team from the Showcase and any prize at any time. Caps Gaming reserves the right to conduct a background check on any or all potential winners and to disqualify any individual based on such background check if Caps Gaming determines in its sole discretion that awarding a prize to any such individual might reflect negatively on Caps Gaming. Each Team Member agrees to cooperate with Caps Gaming and its representatives in connection with all verification, auditing and/or background check activities.
110. [Administrator](#) reserves the right to correct typographical, printing or clerical errors in any Showcase-related materials. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Caps Gaming reserves the right to select only the stated number of prize recipients from among all legitimate, un-awarded, eligible prize claims in accordance with the previously described selection method or as it deems fair under the circumstances.

## **LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES**

111. By playing, accepting a prize or otherwise participating in the Showcase, you agree that [Caps Gaming](#), [Leaguegaming](#), [Twitch](#), [Discord](#), [Leidos](#), [MSE](#), [Capitals](#), [WSE](#), [Monumental Network](#), [DC Arena](#), [Capital One Arena](#), [District E](#), Capital One Bank (USA), N.A. ("**Capital One Bank**"), Ticketmaster®, a Live Nation Entertainment, Inc. company, Facebook, Inc ("**Facebook**"), Twitter ("**Twitter**"), Instagram ("**Instagram**"), [EA Sports](#), [Sony Interactive](#), [Microsoft](#), the [NHL Entities](#), any other company involved in the development or administration of this Showcase, and a range of subsidiaries, agencies, affiliates, franchisees, promoters, prize suppliers, directors, officers, employees, agents and related persons (collectively, the "**Released Parties**"): (a) are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including but not limited to: failed, incomplete, misdirected, corrupted, garbled or delayed transmissions, telephone connections, traffic congestion on telephone lines, the Internet or at any website; or disconnected, interrupted, or unavailable network, server, or other connections; or late, lost, undeliverable, damaged or stolen mail; or other errors of any kind, whether human, mechanical, or electronic; or [Registrations](#) that for any reason are not properly submitted or received by Leaguegaming by any deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by [Team Members](#) or other participants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Showcase or in the printing of this offer, administration of this Showcase, or in the selection or announcement of the Semifinalist Teams, Finalist Teams or [Winning Teams](#) or any prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in the Showcase or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Showcase; (e) are not responsible for any unauthorized third-party use of any registration materials (including any Avatars or Gamer Tags); (f) are not responsible for the inability to select the Semifinalist Teams, Finalist Teams or Winning Teams because of postal failure, equipment failure, or data storage failure; and (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Showcase, the acceptance of Registrations, the selection of the Semifinalist Teams, Finalist Teams or Winning Teams, or otherwise in any Showcase-related materials. **Please note that the foregoing will not apply to you (a) to the extent due to Administrator's gross negligence or willful misconduct, (b) to the extent resulting in a Team Member's bodily injury or (c) to the extent prohibited by law.**

112. RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO ANY PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE SHOWCASE OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF ANY PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES, PROVIDED THAT NO MEMBER OF THE RELEASED PARTIES ACTED INTENTIONALLY OR WITH GROSS NEGLIGENCE. RELEASED PARTIES OFFER NO

ASSURANCES, GUARANTEES OR WARRANTIES THAT THE SHOWCASE OR RELATED WEBSITES OR MOBILE PLATFORMS, OR ANY OF THEIR RESPECTIVE FEATURES OR FUNCTIONALITIES, WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SHOWCASE.

113. By playing, accepting a prize or otherwise participating in the Showcase, you agree to release and hold Released Parties harmless from all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, relating to or arising from, in whole or in part, directly or indirectly, (a) your participation or inability to participate, in the Showcase or any Showcase-related or prize-related activity; (b) the use by Released Parties (including modification, adaptation, and reproduction) of registration materials during or after the Showcase (including any Avatars or Gamer Tags; (c) the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize; and (d) any other claim or cause of action you may have against any Released Party, provided that no member of the Released Parties acted intentionally or with gross negligence. If, for any reason, any individual's or Team's Registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, that individual's or Team's sole remedy is another Registration, if it is possible.
114. BY PLAYING, ACCEPTING A PRIZE OR OTHERWISE PARTICIPATING IN THE SHOWCASE, YOU FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SHOWCASE OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SHOWCASE, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET COSTS DESCRIBED ABOVE.
115. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE ABILITY TO PURSUE CLASS ACTION REMEDIES OR ON CERTAIN KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

## **DISPUTES**

116. **Except where prohibited by law, by participating in the Showcase, you expressly agree that (a) all disputes and causes of action arising out of or connected with the Showcase or any prize shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and held in the City of Alexandria, Virginia; and (b) judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.**
117. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the [Team Members](#) or other participants or [Released Parties](#) in connection with the Showcase, shall be governed by Virginia law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Virginia.
118. By playing, accepting a prize or otherwise participating in the Showcase, you expressly (a) agree that any legal proceedings arising out of or relating in any way to this Showcase or these Official Rules that cannot be arbitrated shall be brought only in the federal or state courts located in City of Alexandria, Virginia, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.
119. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Showcase-related materials, including but not limited to the Showcase registration forms, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## **NON-AFFILIATION**

120. Showcase is in no way sponsored, endorsed or administered by, or associated with the NHL Entities, EA Sports, Sony Interactive, Microsoft, Facebook, Twitter or Instagram, or any of their respective parents, owners, subsidiaries, affiliates, directors, officers, shareholders and agents and each of them is completely released of all liability by each participant in the Showcase. Any questions, comments or complaints regarding the Showcase must be directed to the Administrator and not to the NHL Entities, EA Sports, Sony Interactive, Facebook, Twitter or Instagram.

## **TRADEMARKS**

121. EA SPORTS® is a registered trademark of EA Sports, a division of Electronic Arts, Inc. PS®, PS4®, PS5® and PlayStation® are registered trademarks of Sony Interactive Entertainment, Inc. Xbox®, Xbox Series S®, Xbox Series X®, Xbox Live® and Xbox One® and all related marks and logos are the property of Microsoft Corporation. Leaguegaming is a trademark of Leaguegaming Systems Inc. Twitch® is a registered trademark of Twitch.tv. Discord® is a registered trademark of Discord Inc. NHL is a

registered trademark of the National Hockey League. All NHL logos and marks and NHL team logos and marks are the property of the National Hockey League and its teams.

122. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Showcase is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Showcase or Caps Gaming.

#### **WINNING TEAMS' LIST/OFFICIAL RULES**

123. For a copy of the Official Rules or the final Winning Teams' List, visit the [Showcase Page](#) or <https://www.nhl.com/capitals/fans/chel> or mail a SASE to: Caps Gaming Showcase – North America Division c/o Caps Gaming, 601 F Street NW, 4th Floor, Washington, DC 20004, specifying either “Winning Teams' List” or “Official Rules.” Winning Teams' List will be available after April 16, 2023.

#### **SPONSOR/ADMINISTRATOR**

124. **Sponsor:** Lincoln Holdings LLC d/b/a Monumental Sports & Entertainment.  
**Administrator:** Leaguegaming Systems Inc.