

**COLUMBUS BLUE JACKETS AND KROGER
CBJ GAMING
NHL22 6v6 FALL 2021 “KROGER NEXT GEN OPEN” (XBOX Series X)
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE
YOUR CHANCES OF WINNING.**

ELIGIBILITY: Participation in the Columbus Blue Jackets and Nationwide CBJ Gaming NHL22 6v6 2021 Fall “KROGER NEXT GEN OPEN” (XBOX Series X) (the “Tournament”) is available only to eligible Entrant and Participants as provided herein. “Entrant”, the individual entering on behalf of a team of between six (6) and nine (9) individuals, must be eighteen (18) years of age or older on the date of entry and a resident of and with a current address in the United States or Canada. Eligible individuals (“Participant” or “Participants”) on the team of between six (6) and nine (9) players, including Entrant, (a “Team”) must be eighteen (18) years of age or older (or thirteen (13) to seventeen (17) years of age with affirmative consent provided by said Participant’s parent or guardian) by the date of entry. Participants who are thirteen (13) to seventeen (17) years of age or are otherwise considered minors under the laws in the jurisdiction of their residence must be able to provide proof of consent acceptable to Administrator, upon request. Any such Participant that cannot provide such proof of consent is subject to disqualification at any time at the discretion of Administrator. Entrant or Participants ineligible to participate in the Tournament due to their applicable jurisdiction laws or other restrictions should not enter or participate in the Tournament and will be disqualified.

In addition, all Participants must have (a) a Microsoft® XBOX Live Gold account (a “Game Account”), (b) a Microsoft® XBOX Live Gamertag (a “XBOX ID”), (c) access to a XBOX Series X Console (a “XBOX Console”), (d) a copy or game valid license of EA SPORTS™ NHL22 (“EASPORTSNHL”) for the XBOX Console, and (e) access and connection to League Gaming’s and Blue Jackets’ Discord servers. Your participation is subject to the applicable XBOX® terms of use and privacy policy. For more information, visit <https://www.xbox.com/en-US/legal/xboxapptou> and <https://xboxamerica.com/privacy-policy/>. Participants shall also agree to the terms of service provided by League Gaming. Participants must use the same Game Account for the duration of the Tournament. One (1) Participant from each Team must be able and consents to have its games streamed via the Twitch platform, as may be requested by Blue Jackets.

Administrator reserves the right in its absolute discretion to refuse registration or participation by any Player 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 players, participants or Tournament staff, which conduct Administrator reasonably believes in its sole and absolute discretion would

negatively impact the proper and fair operation/administration of the Tournament or reflect negatively on goodwill or reputation of the Tournament or any of the Released Parties.

Employees and immediate family members of the Columbus Blue Jackets (“Blue Jackets”) (also referred to herein as “Administrator”, and included as a “Sponsor”), EA Sports, a division of Electronic Arts, Inc. (“EA Sports”), League Gaming, Nationwide Arena, the National Hockey League, Columbus Arena Management LLC (“CAM”), the Franklin County Convention Facilities Authority (“CFA”), the Ohio State University (“OSU”) employees who work in connection with Nationwide Arena, and each of their respective parents, subsidiaries, affiliates, directors, officers, governors, successors, assigns, employees, and agents (collectively, the “Released Parties”) are not eligible to enter or participate in the Tournament.

WHEN TO ENTER: Entrant may enter its team of Participants at the website specified below until November 10, 2021 at 12:00 PM EST.

HOW TO ENTER: No purchase necessary. Entrant must supply all required information of Entrant, Participants and its Team at the website at www.leaguegaming.com/cbj. False or inaccurate information may lead to disqualification of the Team. If Participant’s e-mail is required for entry, Participant must have a valid e-mail address or entry is void. All materials submitted become the property of Administrator and will not be returned. Administrator reserves the right, at its sole discretion, to disqualify any individual (and all their Tournament entries) who tampers with the entry process. Entrant, Participants, and each Team must remain in compliance with these rules, and any and all other instructions provided by Administrator, for the duration of the Tournament and to be a recipient of any Prize. Tournament is void where prohibited or restricted by law and is subject to all federal, state, and local laws.

WINNER SELECTION: The winning Team (“Winner”) and the second-place Team (“Runner Up”) will be selected pursuant to the rules, scheduling, settings and all other terms specified here: https://www.leaguegaming.com/cbjgaming/cbj_next_gen_open_rules.pdf . Eligible Teams must be available to participate in their applicable games until the Tournament is completed, including any games that occur beyond the schedule provided.

All Participants for Teams must check in on League Gaming’s Discord server, available to access <https://discord.gg/UsnVpeN>, 15-minutes prior to the scheduled start time of each applicable game. Any Team that “no shows” beyond five (5) minutes of scheduled start time forfeits its matches in the applicable round and its opponent advances to the following round.

All decisions with respect to administration of the Tournament is at the full and final discretion of Administrator.

In the event that Entrant for the Winner or Runner-Up cannot be contacted, declines a Prize or in the event of noncompliance with these Tournament rules and requirements or if any Prize notification is returned as undeliverable, such Prize will be forfeited and an alternate winner or runner-up may be selected based on results of the Tournament from remaining eligible entries, if time permits.

PRIZING: Winner, subject to the eligibility requirements provided herein, will receive a prize of two thousand dollars (\$2,000), provided by Administrator (the “Grand Prize”). Runner Up, subject to the eligibility requirements provided herein, will receive a prize of five hundred dollars (\$500), provided by Administrator (the “Runner Up Prize”). The Prizes will be sent to the addresses provided by applicable Entrant of the Winner and Runner Up. If a Prize is undeliverable, the applicable Team forfeits its Prize. Sponsors have no responsibility to distribute Prizes or any portion thereof to individual Participants of the Winner and Runner Up.

Sponsors are not responsible for Winner’s or Runner Up’s scheduling conflicts, delays or cancellations or acts of god that may prohibit receipt or use of prizes, any act of nature of *force majeure*, or acts of nature, including, but not limited to, flood, tornado, earthquake, storm, lightning, fire, epidemic, acts of God, war, national emergency, civil disturbance, riot, sabotage, terrorism, court order, or machinery or equipment theft, damage or failure. Other restrictions may apply.

Any and all taxes and any other expenses not specifically mentioned herein shall be and are the sole responsibility of each Participant. Each Participant must report income to the IRS. In the event it is deemed during the verification process that the Winner does not have a unique, personal, and valid social security number for Sponsors to report the tax liability associated with acceptance of the Prize, such Participant will be disqualified. Valid social security numbers will be determined by IRS requirements.

GENERAL PRIZE CONDITIONS: Certain restrictions may apply to prizes. Each Winner and Runner Up agrees that its Prize is awarded “as is” with no warranty, representation or guarantee, either express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the Prize, including, without limitation, its quality, merchantability or fitness for a particular purpose. Prize may not be redeemed for cash value. Prizes are nontransferable and no substitutions are allowed except by Sponsors who reserves the right, in their discretion, to award prizes of equal or greater value if advertised prize is unavailable for any reason. No more than the stated prizes will be awarded. Sponsors shall not be obligated to replace any lost, mutilated or stolen Prize or any Prize that is undeliverable or does not reach the Winner for any reason, including, without limitation, because of incorrect or changed contact information. All Prizes legitimately claimed will be awarded.

GENERAL RULES: Administrator reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend this Tournament at any time, for any reason. The Released Parties assume no responsibility or liability for any damages, losses, or injury(ies) resulting from any Participant’s participation in this Tournament and/or any Winner’s or Winner’s guests’ receipt, acceptance, use, or misuse of any Prize. To receive the Prize, each Winner may be required to sign an affidavit of eligibility, waiver of liability and publicity release prior to the Winner receiving and participating in the Prize package. All Prizes are subject to availability and dates are subject to change. Acceptance of the Prize constitutes, except where prohibited by law: (i) permission to use Winner’s name and likeness(es) in any form of media for publicity purposes without further authorization, compensation or remuneration of any kind; and (ii) an express and absolute release of the Released Parties from and against any and all liability, damages, claims,

and/or actions of any kind whatsoever for injury(ies) – including but not limited to paralysis and/or death, damages or losses of any and/or all kinds whatsoever to persons and/or property which may be sustained in connection with any Winner’s participation in this Tournament and/or such person’s receipt, acceptance, ownership, and/or use or misuse of the Prize awarded, and/or while preparing for, participating in, attending, and/or traveling to and/or from any Prize-related activity.

By participating in this Tournament, each Participant accepts and agrees to the collection of their personal information for the purposes described herein (including the administration of the Tournament) and accepts and agrees to be absolutely bound by the foregoing absolute liability release and by all of these Official Rules and by all decisions of judges, which shall be final. By entering in this Tournament, each Participant acknowledges that he/she may receive information on Blue Jackets and/or Nationwide Arena news, promotions, and tickets. Furthermore, each Participant grants the Blue Jackets express permission to issue such materials to entrants via e-mail or regular mail.

Except where prohibited, as a condition of participating in this Tournament, each Participant agrees that any and all disputes that cannot be resolved between the Participant and any Released Party, any and all claims and/or causes of action arising out of or connected with this Contest, or the prize(s) awarded, or the determination of the Winner must and shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances shall a Participant be permitted or entitled to obtain awards for, and each and every Participant, Winner and Winner’s guest, hereby waives any and all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than such Participant’s, Winner’s or Winner’s guest’s actual out-of-pocket expenses (if any), said sum not to exceed two hundred fifty dollars (\$250), and every Participant, Winner and Winner’s guest further forever expressly waives any and all rights to have damages multiplied or increased.

Administrator’s failure to or decision not to enforce any provision in these Official Rules shall not constitute a waiver of that or any other provision of these Official Rules. In the event there is any alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Tournament-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved by the Administrator in its sole and absolute discretion.

ADDITIONAL TERMS: In case of dispute as to the identity of any online entrant, entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. “Authorized Account Holder” is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Any potential Winner may be requested to provide Sponsors with proof that such Winner is the authorized account holder of the e-mail address associated with the winning entry. Any other attempted form of entry, except as specifically otherwise provided in the section entitled “How to Enter,” herein, is prohibited; no automatic, programmed, robotic, or similar means of entry are permitted. Released Parties are not

responsible for technical, hardware, software, telephone, or other communication malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete, garbled, jumbled or delayed computer transmissions which may limit, delay or prevent one's ability to enter the Tournament, or from lost, undelivered, misdirected, damaged, or mangled mail. Administrator reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend this Tournament should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Tournament. In such case, Administrator may select the Winner(s) from all eligible online and mailed entries received prior to and/or after (if appropriate) the action taken by Administrator. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Tournament or web site. Administrator may prohibit an entrant from participating in the Tournament or winning a Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Tournament by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or by intending and/or undertaking to annoy, abuse, threaten, or harass any other entrants or Administrator's representatives.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

WINNER'S LIST: To obtain a list of Winner(s), send a self-addressed, stamped envelope to NHL22 6v6 2021 Fall "KROGER NEXT GEN OPEN" (XBOX Series X), c/o Columbus Blue Jackets, 200 W. Nationwide Blvd., Columbus, Ohio 43215. Only one (1) request per outer envelope will be fulfilled.

COPY OF OFFICIAL RULES: For a copy of these Official Rules, print out these pages or send a self-addressed stamped envelope to NHL22 6v6 2021 Fall "KROGER NEXT GEN OPEN" (XBOX Series X) c/o Columbus Blue Jackets, 200 W. Nationwide Blvd., Columbus, Ohio 43215. Only one (1) request per outer envelope will be fulfilled.

SPONSOR: This Tournament is sponsored and promoted by the Columbus Blue Jackets, 200 W. Nationwide Blvd., Columbus, Ohio 43215, and the Kroger Co., Columbus Division, 4111 Executive Pkwy, Westerville, OH 43081.