

**Attach Potential
Winner's Winning Raffle
Ticket Here**

Confirmation, Release and Indemnity Form (the "Form")
For the winner of the Devils Care Foundation 50/50 Raffle on _____.

Prize Amount: _____

I understand and acknowledge I have been selected as a winner of the Devils Care Foundation 50/50 Raffle (the "Raffle"), sponsored by Devils Care Foundation, Inc. (the "Foundation") and am submitting this Form with the understanding it will be relied upon to determine my eligibility to receive the raffle prize (the "Prize").

I UNDERSTAND AND ACKNOWLEDGE THE EXECUTION OF THIS FORM AND/OR MY PARTICIPATION IN THE RAFFLE DOES NOT GUARANTEE ME ANY PRIZE AND I WILL ONLY BE ELIGIBLE FOR THE PRIZE SHOULD I MEET THE VERIFICATION AND ELIGIBILITY REQUIREMENTS BELOW.

I affirm and represent that I have reviewed, understand and fully complied with (and will continue to fully comply with) the Official Rules of the Raffle (attached hereto), and I have committed no fraud or deception in entering the Raffle or redeeming the winning Raffle number. By signing below, I further affirm and represent:

A. VERIFICATION:

I am the purchaser of the winning raffle entry attached above, in compliance with the Official Rules. I understand I will receive the amount stated above (minus required tax withholdings) 30 days following redemption and confirmation of my eligibility, in the form of a check from the Foundation.

My winnings are subject to IRS and applicable state rules regarding gambling winnings. For the 2022 and 2023 calendar years, I understand if I have won a prize valued over \$600, I must fill out a form W-9, and any other forms that may be required by the Foundation and provide the form(s) to the Foundation. The Foundation will later issue to me a W-2G form based on my winnings. I also understand and agree if I have won over \$5,000, the Foundation will withhold 24% Federal tax, and if I have won over \$10,000, the Foundation will withhold 3% New Jersey State tax, as applicable, in compliance with federal and state law (rates subject to change as provided by applicable federal or state law). I also understand if I do not provide the Foundation with a social security number, the Foundation will withhold additional back-up withholding as required by law. All tax liabilities are my responsibility.

I understand if I am not a legal United States resident, I must supply a copy of my valid passport as well as evidence of my address and fill out a form W-8BEN. Assuming I meet these eligibility requirements, my winnings will be subject to a federally mandated 30% federal withholding, and the Foundation will pay me only the balance after withholding.

B. ELIGIBILITY:

I am at least eighteen (18) years of age or older.

I am not and have not been for the past six (6) months, an officer, director, member, shareholder, agent, employee, consultant, independent contractor, or intern for Devils Care Foundation, Inc., Devils Arena Entertainment LLC, New Jersey Devils LLC, the National Hockey League, Prudential Center (the "Released Parties"), and their respective parent, subsidiary, affiliated and successor companies, or am an immediate family or household member of any such individual. "Immediate family member" shall mean parent, step-parent, child, step-child, sibling, step-sibling, or spouse. "Household member" shall mean a person who shares the same residence at least three (3) months a year.

I possess and agree to supply a valid United States driver's license, passport (for non-US residents), or official military photo identification and (if I have one) a unique, personal and valid social security number, which will be used by the Foundation to report the tax liability associated with acceptance of the Prize.

C. RELEASE / PUBLICITY

As a condition of entering the Raffle and receipt of Prize, I agree that (1) under no circumstances will I be permitted to obtain awards for, and I hereby waive all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Raffle, or the Prize awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket

costs incurred, but in no event attorney's fees. BY ACCEPTING THE PRIZE, I ASSUME ALL RISK, RESPONSIBILITY, AND LIABILITY FOR ANY PERSONAL BODILY INJURY OR DEATH OR ANY DAMAGE OR LOSS OF PROPERTY, INCLUDING ANY BODILY INJURY OR DEATH TO ANOTHER PERSON, DIRECTLY OR INDIRECTLY ARISING FROM PARTICIPATION IN THE RAFFLE AND ACCEPTANCE OF PRIZE, AND I AGREE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS AND/OR MEMBERS AND THEIR SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL CLAIMS, LOSSES AND DAMAGES TO PROPERTY OR PERSON, INCLUDING DEATH, INCURRED OR CAUSED BY ME OR MY REPRESENTATIVES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, ARISING FROM OR IN CONNECTION WITH OR RELATED TO THE OPERATION OF, OR PARTICIPATION IN, THE RAFFLE, OR CLAIMING THE PRIZE.

I hereby grant in perpetuity, without reservation of any rights and without any compensation or additional consideration of any kind, unrestricted permission to the Released Parties, their respective affiliates, employees, officers, directors and/or members and their successors and assigns to use worldwide my entry and all exploitations thereof, including, without limitation, advertising, marketing and all rights to use my name, picture, portrait, likeness and identification in all media and modes of advertising and marketing of the Released Parties and their promotions, and I hereby waive any right to inspect or approve any mode of use as described above and hereby release the Released Parties, their employees, representatives, successors and assigns, from any claim for remuneration or damage associated with the lawful exercise of the rights described above.

I understand and acknowledge that the Foundation is only responsible for the Prize as described in the Official Rules; and I am solely responsible for all other expenses not specifically mentioned herein, as applicable, including transportation, parking accommodations, meals and beverages, incidental expenses, and gratuities relating to my acceptance and use of the Prize, if applicable.

I understand and acknowledge my right to the Prize is non-transferable and the Foundation makes no warranties regarding the Prize. I understand any and all federal, state and/or local taxes on the Prize are my sole responsibility.

It is understood and agreed this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the aforementioned Released Parties, and no action will be taken by or on behalf of the undersigned with respect to any such rights, it being understood this release shall be binding upon the heirs, executors, and administrators of the undersigned.

It is understood and agreed that all decisions, interpretations or other rulings with regard to the determination and application of the Official Rules, award of the Prize, selection and eligibility of entrants and winner, and other matters related to the Raffle, shall be in the sole discretion of the Foundation and shall be final and conclusive.

I agree that this Form shall be governed by and interpreted in accordance with the laws of the state of New Jersey. Venue for any disputes arising hereunder shall be the state and federal courts in Essex County, New Jersey.

CONSUMER PROTECTION NOTICE: Limitations and exclusions included herein are intended to be only as broad and inclusive as permitted by the laws of the State of New Jersey.

I agree to return immediately upon demand to the Foundation (or a party acting on their behalf) any prize, or the value of said prize, which may be awarded to me if any statement made by me in this Form is or becomes false.

Name: _____ **Date of Birth:** _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Social Security No.:** _____
Signature: _____ **Date:** _____

**Please attach a photocopy of valid driver's license or another valid proof of age.

OFFICIAL RULES FOR THE DEVILS CARE FOUNDATION 50/50 RAFFLE

By entering a 50/50 raffle held at a New Jersey Devils team home game ("Devils Home Game") at Prudential Center (the "Arena") (each, a "Raffle"), each entrant (the "Entrant") accepts and agrees to these "Official Rules" including all eligibility requirements and decisions arising out of this Raffle by the Devils Care Foundation. A copy of these Official Rules may be found at <http://devils.nhl.com>.

SPONSOR

This Raffle is promoted by Devils Care Foundation, Inc., a 501(c)(3) non-profit corporation (the "Devils Care Foundation") affiliated with the New Jersey Devils hockey team (the "Devils"), with an address at 25 Lafayette Street, Newark, NJ 07102. Federal Tax ID Number 20-1776119. This Raffle is being conducted pursuant to a raffle permit issued to the Devils Care Foundation by the City of Newark, New Jersey and the State of New Jersey. Legalized Games of Chance Control Commission ID Number: 337-5-40653. City of Newark Municipal raffle license number: RL-10.

HOW TO ENTER

Raffle tickets are sold throughout the Arena during every Devils Home Game at which the Raffle is offered, from when the Arena is open to the public until the start of the third regulation hockey period of such Devils Home Game. During this time period, Entrants may purchase Raffle tickets from the uniformed and credentialed staff of Devils Care Foundation (or its affiliates) stationed on the main concourse and other mobile locations throughout the Arena. The purchase price of Raffle tickets varies. There is a minimum of three (3) Raffle tickets that can be purchased by an Entrant.

No refunds will be given, and replacement Raffle tickets will not be provided. Raffle ticket purchases are not tax deductible for federal income tax purposes. At the time of purchase, a duplicate Raffle ticket will be printed and placed in a collection barrel.

Raffle tickets are not transferable by Entrant, and if they do so, they give up any claim they may have to the Prize. Entrants may not re-sell their Raffle tickets to other parties and may not knowingly give such Raffle tickets away to others for the purpose of allowing those other parties to re-sell such Raffle tickets. All Raffle tickets which have been re-sold in violation of these Official Rules shall be void. All individuals who re-sell Raffle tickets in violation of these Official Rules shall be ineligible to participate in the applicable Raffle or win the Prize. Unauthorized sellers of a Raffle ticket are subject to prosecution.

The Devils Care Foundation and its affiliates are not responsible and have no liability whatsoever for lost or stolen Raffle tickets, tickets damaged to the point of illegibility or tickets redeemed in error by its agents.

ELIGIBILITY

No one under the age of 18 years is permitted to participate in the Raffle, regardless of their state of residence. Raffle tickets must be purchased in person at the Arena. The following are ineligible to enter the Raffle or win any Prize: any individuals (including but not limited to officers, directors, members, shareholders, agents, employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for the Devils Care Foundation, Devils Arena Entertainment LLC, New Jersey Devils LLC, the National Hockey League, Prudential Center, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Raffle or supplying the Prize, and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of any such individuals. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year.

The Devils Care Foundation reserves the right, in its sole discretion, to disqualify any Entrant for suspected or actual cheating and to prevent any person from participating in the Raffle or in the Prize award if that person does not adhere to the Official Rules or acts: (a) in a manner that the Devils Care Foundation determines to be not fair; (b) with an intent to annoy, threaten or harass any other person or the Devils Care Foundation; or (c) in any other disruptive manner.

RAFFLE IS VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

WINNER SELECTION

The winner will be chosen in a random drawing conducted by a representative of the Devils Care Foundation from among all eligible entries received for each Raffle (the "Winner"). The drawing will be held at the Arena during the third regulation hockey period of the applicable Devils Home Game. Odds of winning each Raffle will depend on the number of valid Raffle tickets sold.

All non-winning Raffle tickets will be forfeited and only newly purchased tickets at a future Devils Home Game will be eligible to win in a future Raffle.

The Devils Care Foundation shall conclusively presume that the person possessing the winning Raffle ticket is the lawful owner of that Raffle ticket and that Raffle ticket's winning number, and the Devils Care Foundation shall not make, nor have any duty to make, any inquiry whatsoever into the circumstances under which that person came into possession of such winning Raffle ticket. In the event that an error or problem in the administration of the Raffle results in two (2) or more Winners (whose Raffle tickets contain identical ticket numbers), the person who has record of the earliest ticket purchase shall be deemed the Winner.

PRIZE

For each Raffle, one (1) winner (the "Winner") will receive fifty percent (50%) of the proceeds from such Raffle (the "Prize") minus reasonable expenses allowed by law. The remaining fifty percent (50%) of the proceeds from each Raffle less expenses incurred that are authorized in the Raffles Licensing Law and the Rules of Legalized Games of Chance (the "Net Proceeds") will be dedicated to the Devils Care Foundation's charitable purposes and will benefit the Devils Care Foundation or other charities and the programs and charitable activities that the Devils Care Foundation supports.

PRIZE DETAILS

The Devils Care Foundation shall have the sole discretion to determine whether each potential winner is the official Winner. **The Prize will be paid by check to the Entrant within thirty (30) days of Entrant claiming such Prize.** Any and all costs and expenses associated with Prize acceptance, as well as all federal, state and local income taxes are the sole responsibility of each Winner (including all IRS rules and regulations regarding gambling winnings and any other taxes or surcharges). The taxable value of the Prize will be treated as ordinary income to the Winner for federal and state income tax purposes, and, if the Prize is above certain limits, each Winner will be required by law to pre-pay a portion of the tax liability incurred in connection with his/her receipt of the Prize before receiving his/her Prize from the Devils Care Foundation. For security and safety reasons, no cash payments will be made to the Winner.

WINNER NOTIFICATION & REQUIRED DOCUMENTS

The winning number will be announced during the third period of each Devils Home Game by public address announcement and LED signage in the Arena, as well as posted at all permanent Raffle ticket sales locations. The winning number will also be displayed on the Devils website (<http://devils.nhl.com>). The Winner must claim the Prize within ONE YEAR of the drawing by contacting the Devils Care Foundation by phone (973.757.6552), email (katewhitmanannis@hbse.com), US Mail certified return receipt requested (Devils Care Foundation, 25 Lafayette Street, Newark, NJ 07102) or in person during normal business hours (Prudential Center, 25 Lafayette Street, Newark, NJ). **As a condition to receiving the Prize, the Winner must return to the Devils Care Foundation any documentation required by the Devils Care Foundation, including: (1) proof of eligibility under these Official Rules; (2) the original winning Raffle ticket for such Raffle (no photocopies or other reproductions will be accepted and the winning numbers on the Raffle ticket must be visible, complete and legible); (3) a Confirmation, Release and Indemnity in the form(s) provided by the Devils Care Foundation; and (4) all tax identification information required by federal, state or local law. If the Winner fails to claim the Prize or return the required documents, the Devils Care Foundation and the New Jersey Legalized Games of Chance Commission shall determine an appropriate outcome in connection with the Prize therewith. The Devils Care Foundation decisions concerning selection of the Winner, as well as all other matters relating to any Raffle, are final and binding.**

PUBLICITY

To the extent permitted by law, each Entrant agrees that entry in the Raffle constitutes permission, in perpetuity, that the Devils Care Foundation, the National Hockey League, and each of their respective affiliates, employees, officers, directors and/or members may use worldwide the Entrant's identity, name, image, likeness and biographical information, now or hereafter developed of Entrant's participation in the Raffle, for any purpose, including, but not limited to, publicity, promotional and advertising purposes related to such parties without any additional consideration or any compensation of any kind.

RELEASE

As a condition of entering the Raffle, Entrant agrees that: (1) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (2) all causes of action arising out of or connected with any Raffle, or the Prize awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees.

LIABILITY

EACH ENTRANT: (1) ACKNOWLEDGES ACCEPTANCE OF THE OFFICIAL RULES AND AGREES TO ADHERE TO AND BE BOUND BY THEM; (2) ASSUMES ALL RISK, RESPONSIBILITY, AND LIABILITY FOR ANY PERSONAL BODILY INJURY OR DEATH OR ANY DAMAGE OR LOSS OF PROPERTY, INCLUDING ANY BODILY INJURY OR DEATH TO ANOTHER PERSON, DIRECTLY OR INDIRECTLY ARISING FROM PARTICIPATION IN THE RAFFLE; AND (3) AGREES TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE DEVILS CARE FOUNDATION, THE NATIONAL HOCKEY LEAGUE, AND EACH OF THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS AND/OR MEMBERS, THEIR SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, LOSSES AND DAMAGES TO PROPERTY OR PERSON, INCLUDING DEATH, INCURRED OR CAUSED BY ENTRANT OR ENTRANT'S REPRESENTATIVES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, ARISING FROM OR IN CONNECTION WITH OR RELATED TO THE OPERATION OF, OR PARTICIPATION IN, THE RAFFLE.

The Devils Care Foundation is not responsible for any printing, distribution or production errors and may rescind, cancel or revoke the Raffle based upon any such error without liability at the Devils Care Foundation's sole discretion.

The Devils Care Foundation is not responsible for entries or payments that are delayed, misdirected, undelivered, not fully captured, or garbled as a result of any failure or problem whatsoever with the availability, functionality, operability or use of any network, server, Internet service protocol ("ISP"), website, computer, telephone, cable or satellite modem or connection, hand held mobile device or any other computer equipment or connection, whether or not caused by tampering, hacking, or by viruses, worms, or malfunctions affecting a network, server ISP or any equipment or programming used in or associated with the Raffle.

The Devils Care Foundation is not responsible for any other errors whether human, typographical, printing, mechanical or electronic in nature, including any administrative error in connection with the Raffle.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF EACH RAFFLE IS A VIOLATION OF THE OFFICIAL RULES AND OF CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, THE DEVILS CARE FOUNDATION RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

The Devils Care Foundation is not responsible for any inability to conduct the Raffle or award the Prize as a result of any act of God, labor stoppage strike, or lock out, or other reason beyond the control of the Devils Care Foundation.

GENERAL

The Raffle is conducted in the English language. The application and interpretation of the Official Rules and the award of the Prize shall be determined by the representatives of the Devils Care Foundation, and all decisions in that regard shall be in the sole discretion of such representatives and shall be final and conclusive. Entrants agree that in the event a legal authority or insurer challenges the award of the Prize, the Devils Care Foundation shall have the sole right to determine whether or not to award such Prize. **In the event of any claim or dispute with regard to the Raffle or the Official Rules, the laws of the State of New Jersey shall govern and apply, without regard to conflict of law provisions. Entrants agree to submit to the exclusive jurisdiction of the courts of the State of New Jersey in regard to any claim or dispute with respect to any aspect of the Raffle or the Official Rules.**

Under no circumstances shall a submission into a Raffle, the awarding of the Prize, or anything in these Official Rules be construed as an offer or contract of employment with the Devils Care Foundation or its affiliates. Entrants acknowledge that their submission was voluntary and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and the Devils Care Foundation and that no such relationship is established by Entrant's submission under these Official Rules.

CONSUMER PROTECTION NOTICE

Limitations and exclusions included herein are intended to be only as broad and inclusive as permitted by the laws of the State of New Jersey.

INQUIRIES & WINNER

Address all inquiries regarding the Raffle to:

Devils Care Foundation, Inc. 50/50 Raffles
Prudential Center
25 Lafayette Street
Newark, NJ 07102