

## ECHL/Margaritaville FAN Contest Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

The ECHL/Margaritaville Fan Competition (the “**Contest**”) is designed to encourage eligible fans (“**Entrant(s)**” or “**You**”) to use their creativity to create their own photos to show themselves enjoying an ECHL/Margaritaville Theme Night or enjoying a combined ECHL/Margaritaville lifestyle as defined herein. ECHL Judges will choose the winning entries, and prizes will be awarded in accordance with these Official Rules (the “**Rules**”).

**1. BINDING AGREEMENT:** In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an Entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you, the ECHL, and the ECHL Member Teams with respect to the Contest. Contest is void outside the 50 United States/D.C. and where otherwise prohibited, and is subject to all applicable federal, state, and local laws, including registration requirements in certain states.

**2. ELIGIBILITY:** To be eligible to enter the Contest, an Entrant must: (a) be a U.S. citizen or permanent U.S. legal resident (i.e. must be able to show proof of legal permanent residence, for example, a “green card”); and (b) be at least 18 years or older; and (c) not reside in an area where the Contest is prohibited. Employees, interns, contractors, and official office-holders of the ECHL Inc., ECHL Properties, LLC, its Member Teams, Margaritaville Enterprises, LLC (“Margaritaville”), their parent company, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents (“**Contest Entities**”), and members of the Contest Entities’ and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest.

**3. SPONSOR:** The Contest is sponsored by ECHL Properties, LLC (“**ECHL**”), a North Carolina limited liability company with its principal place of business at 830 Broad Street, Suite 3, Shrewsbury, NJ 07702.

**4. CONTEST PERIOD:** The Contest begins on **October 17, 2025 at 12:01:00 A.M.** Eastern Time (ET) Zone in the United States and ends on **April 13, 2026 at 11:59:59 P.M. ET** (“**Contest Period**”). All dates are subject to change.

**5. HOW TO ENTER:** NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the ECHL/Margaritaville Fan Photo Submission Website located at [echl.com/Margaritaville](http://echl.com/Margaritaville) (“**Contest Site**”) during the Contest Period and follow the instructions to enter a photo (“**Entry**” or, collectively, the “**Entries**”).

LIMIT ONE (1) ENTRY PER ENTRANT. Subsequent Entries will be disqualified. To be considered for the Contest, an Entry must be received no later than April 13, 2026 at 11:59:59 P.M. ET. Any submission not meeting the aforementioned criteria will be disqualified. ECHL accepts no responsibility for submissions

lost, delayed, damaged, defaced, or mislaid, howsoever caused. Proof of mailing does not constitute proof of Entry. An Entry will be deemed submitted by the Entrant at the time of receipt by the ECHL through the digital website portal.

**6. ENTRY REQUIREMENTS.** The Entry and supporting statement must meet the following criteria (“ECHL Requirements”):

- (a) Entry must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortious, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.
- (b) Entry must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the ECHL or the Entry are created.
- (c) Entry must not contain any content, material or element that displays any third-party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest.
- (d) Entry must be an original, unpublished work that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity other than that of the ECHL or Margaritaville.
- (e) Entry cannot contain any content, element, or material that violates a third party’s publicity, privacy or intellectual property rights.
- (f) The Entry is not the subject of any actual or threatened litigation or claim.

Whether an Entry violates one or more of the aforementioned criteria shall be determined in the sole and absolute discretion of the ECHL.

During the Contest Period, the ECHL and/or its authorized agents will be evaluating the Entrant and the Entry to ensure that they meet the ECHL Requirements. The ECHL reserves the right, in its sole discretion, to disqualify any Entrant who submits an Entry that does not meet the ECHL Requirements. Incomplete Entries or Entries not complying with these Rules are subject to disqualification as determined in the sole and absolute discretion of the ECHL.

**7. JUDGING:** Each Entry will be evaluated by the ECHL Judges, a panel composed of personnel employed by the ECHL, in its sole judgement and scored based on the originality and creativity of the Entry as determined by the ECHL Judges. The discretion of the judgement shall remain solely in the capacity of the ECHL Judges and all decisions are final.

**Notification of Finalists and Winners:** Becoming a finalist is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. If a potential finalist or winner is disqualified for any reason, the Entry that received the next highest total score will be chosen as the potential finalist or winner. The potential finalist(s) and winner(s) will be selected and notified by telephone and/or email, at ECHL’s discretion. If a potential finalist/winner does not respond to the

notification attempt within three (3) days from the first notification attempt, then such potential finalist/winner may be disqualified. Except where prohibited by law, each potential finalist/winner may be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by ECHL. If required, potential finalists/winners must return all such required documents via e-mail within seventy-two (72) hours following attempted notification or such potential finalist/winner will be disqualified. All notification requirements, as well as other requirements within these Rules, may be strictly enforced as determined in the sole and absolute discretion of the ECHL.

**8. PRIZES:** The ECHL/Margaritaville Contest Winner will win a 3-day/2-night trip to the Margaritaville Hotel of their choice within the continental United States. The trip shall include airfare for two (2) individuals, and two (2) night hotel accommodations (one hotel room).

The Entrant and guest must sign a travel release prior to traveling. Winner and guest must travel together at the same time on the same itinerary. All travel arrangements must be made through ECHL. The trip portion of the prizes will consist of economy-class airfare for the Entrant and one (1) guest from a major airport that is the closest to the winner's residence to the local area airport closest to the chosen Margaritaville hotel property. Airfare, hotel accommodations, and transport will be arranged at ECHL's discretion -- certain blackout dates and travel restrictions may apply. The Winner is responsible for transport from his or her home to and from the airport and any other incidentals or expenses. Once trip dates have been booked, no change, extension or substitution of trip dates is permitted, except at ECHL's sole discretion. No extension or change of trip dates permitted. ECHL will not replace any lost or stolen tickets, travel vouchers, certificates or similar items once they are in winner's possession, or in the possession of winner's guest. Winner and guest must possess valid ID and are solely responsible for obtaining all necessary and required travel documents to travel. ECHL, its affiliates, subsidiaries, divisions, advertising and promotion agencies, and ECHL Member Teams ("Contest Entities") shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Contest Entities shall not be liable for any loss or damage to baggage.

The time of the prize distribution will be provided to the winner in the prize acceptance documents but will not be earlier than two (2) weeks from ECHL's receipt of prize acceptance documents from the winner. No transfer, substitution or cash equivalent for prizes is allowed, except at ECHL's sole discretion. ECHL reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and actual retail value will not be awarded. This Contest is not sponsored, endorsed, or administered by any alcohol manufacturer or distributor. No alcohol is included in the prize. The odds of winning depend on the number of eligible Entries received.

**9. TAXES:** AWARD OF THE PRIZE TO THE WINNER IS SUBJECT TO THE EXPRESS REQUIREMENT THAT THE WINNER SUBMITS TO THE ECHL ALL DOCUMENTATION REQUESTED BY ECHL TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX

REPORTING. THE PRIZE WILL BE NET OF ANY TAXES ECHL IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. To receive a prize, the winner must submit tax documentation requested by ECHL or otherwise required by applicable law to ECHL or a representative for ECHL or the relevant tax authority, all as determined by applicable law. The winner is responsible for ensuring that he or she complies with all the applicable tax laws and filing requirements. If the winner fails to provide such documentation or comply with such laws, the winner may be disqualified.

**10. GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. ECHL reserves the right to disqualify any Entrant from the Contest if, in ECHL's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, ECHL, or the ECHL Judges.

**11. INTELLECTUAL PROPERTY RIGHTS:** As between ECHL, Margaritaville and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Entry (excluding ECHL's rights in the ECHL and its Member Teams' logos/trademarks and Margaritaville's rights in the Margaritaville logos/trademarks). As a condition of entry, Entrant grants both ECHL and Margaritaville a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Entry for any purpose, including, but not limited to, display on the ECHL or Margaritaville website(s) and ECHL Member Team Video Boards, without any attribution or compensation to Entrant. Entries will not be returned.

**12. PRIVACY:** Entrants agree that personal data submitted with an Entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by ECHL and its affiliates for the purposes of conducting and administering the Contest. By entering the Contest, Entrants agree to the transmission, processing, disclosing and storage of this personal data by ECHL and its affiliates. Entrants agree that information can be shared with Margaritaville Enterprises, LLC and their affiliates ("Margaritaville") and that Entrants may receive communications from Margaritaville regarding their products and services. Entrants acknowledge that this information will be handled and used by Margaritaville in accordance with the [Margaritaville Privacy Policy](#), and agree to such handling and use by Margaritaville. All personal information that is collected from the Entrant is subject to ECHL's Privacy Policy, located at: <https://echl.com/privacy>. Entrants have the right to access, review, rectify or cancel any personal data held by ECHL in connection with the Contest by writing to ECHL at the following address: ECHL Properties, LLC, 830 Broad Street, Suite 3, Shrewsbury, NJ 07702. If an Entrant does not provide the data required at entry, that Entrant's Entry may be ineligible.

**13. PUBLICITY.** By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by ECHL and/or Margaritaville at ECHL or Margaritaville's expense and agree and consent to use of their name and/or likeness by ECHL or Margaritaville for all purposes including, but not limited to, commercial and marketing purposes. ECHL or Margaritaville will contact Entrants in advance of any requested sponsored media request for interviews.

The Entries may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Entry. ECHL reserves the right to publish the name and likeness of the Entrants at the Leaguwide Finalist Level and the Winner on the Contest Site or through other media for publicity purposes.

Entrants consent to the use of their name, likeness, voice, and biographical information for promotional purposes without further compensation, unless prohibited by law.

**14. WARRANTY AND INDEMNITY:** Entrants warrant that their Entries are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Entry and that they have the right to submit the Entry in the Contest and grant all required licenses. Each Entrant agrees not to submit any Entry that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified ECHL at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless ECHL from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from: (i) any Entry or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the Contest Site in relation to the entry and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Contest by Entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.

**15. ELIMINATION.** Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate disqualification of the Entrant and Entry from the Contest.

**16. INTERNET AND DISCLAIMER.** ECHL is not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Entries or votes due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any

telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. ECHL is not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating, and/or claiming a prize in this Contest. ECHL's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. ECHL reserves the right to disqualify Entrants who violate the Rules or interfere with this Contest in any manner. If an Entrant is disqualified, ECHL reserves the right to terminate that Entrant's eligibility to participate in the Contest.

**17. RIGHT TO CANCEL, MODIFY OR DISQUALIFY.** If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, ECHL reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. ECHL further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, ECHL reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

**18. NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of an Entry into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either ECHL or the Contest Entities. Entrants acknowledge that they submitted their Entry voluntarily 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 ECHL or the Contest Entities and that no such relationship is established by Entrant's submission of an Entry under these Rules.

**19. FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of North Carolina, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.

**20. ARBITRATION:** This Agreement shall be subject to and governed by the laws of the state of North Carolina without regard to its provisions for conflict of laws. Any dispute arising out of or in connection with this Agreement or the breach thereof shall be decided by arbitration in front of a single arbitrator to be conducted exclusively in Forsyth County, North Carolina in accordance with the North Carolina Uniform Arbitration Act – N.C. Gen. Stat. § 1-569.1 et seq., or the corresponding section of any future arbitration code, and judgment thereof may be entered in any court having jurisdiction thereof. An arbitration action shall be initiated by the claimant sending written notice of the claim and remedy sought to the respondent on or before June 30, 2026. Any action not commenced on or before June 30, 2026

shall be deemed waived and otherwise barred by this contractual limitation on actions. The prevailing party may be awarded attorney's fees, costs, and other expenses associated with the arbitration.

**21. WINNER'S LIST:** You may request the name of the winner after **April 15, 2026** but before **June 30, 2026** by sending a self-addressed stamped envelope to: ECHL Properties, LLC, 830 Broad Street, Suite 3, Shrewsbury, NJ 08540.