

TAKE A SHOT WITH THE AMERKS

Official Free-To-Play Contest Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. SPONSORS:

Rochester Hockey, LLC, One War Memorial Sq., Rochester, NY 14614; Seneca Gaming Corporation, 310 4th Street, Niagara Falls, New York 14303.

2. ELIGIBILITY:

Take a Shot with the Amerks ("TAS") is only open to permanent legal residents of the 50 United States and the District of Columbia who are 21 years old or older at the time of entry. Employees of Rochester Hockey, LLC and its affiliates ("Rochester Americans"), Seneca Gaming Corporation and its affiliates ("Seneca Gaming"), the American Hockey League ("AHL"), member teams of the AHL, and any advertising, promotional, judging, or other agencies involved in the creation, development, or administration of TAS, and any of its or their direct or indirect parent, subsidiary, and affiliate companies, and such employees' immediate families (spouse, parents, children, siblings and their spouses) and individuals living in the same household as such employees are ineligible for participation in TAS.

TAS is subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law. Rochester Americans and Seneca Gaming are collectively referred to herein as the "Sponsors". AHL is not a sponsor of nor involved in the administration of TAS.

3. CONTESTS:

TAS consists of fourteen (14) individual contests (each a "Contest" and, collectively, the "Contests"). Each Contest entry period begins on select Mondays prior to the two weeks of the Rochester Americans games referenced below. Each contest entry period will last two weeks and will end on the second Sunday after the beginning of the entry period. (Each a "Contest Entry Period"). Only home games are included in the contest period.

The sponsors' computer will be the official timekeeper for all matters related to TAS, including, without limitation, the Contest Entry Periods.

| # | Entry Date | Game Date and Time (Eastern) | Games scheduled during Promotional Period |
|----|-------------------|--|--|
| 1 | October 9, 2023 | October 13, 2023 @ 7:05 PM | Rochester vs Bridgeport |
| 2 | October 23, 2023 | October 25, 2023 @ 7:05 PM October 27, 2023 @ 7:05 PM November 1, 2023 @ 7:05 PM November 3, 2023 @ 7:05 PM | Rochester vs Charlotte Rochester vs Laval Rochester vs Syracuse Rochester vs Utica |
| 3 | November 6, 2023 | November 10, 2023 @ 7:05 PM | Rochester vs Utica |
| 4 | November 20, 2023 | November 22, 2023 @ 7:05 PM November 24, 2023 @ 7:05 PM | Rochester vs Laval Rochester vs Laval |
| 5 | December 4, 2023 | December 8, 2023 @ 7:05 PM | Rochester vs Charlotte |
| 6 | December 18, 2023 | December 20, 2023 @ 7:05 PM December 22, 2023 @ 7:05 PM December 27, 2023 @ 7:05 PM December 29, 2023 @ 7:05 PM | Rochester vs Cleveland Rochester vs Providence Rochester vs Syracuse Rochester vs Hershey |
| 7 | January 1, 2024 | January 5, 2024 @ 7:05 PM | Rochester vs Cleveland |
| 8 | January 15, 2024 | January 17, 2024 @ 7:05 PM January 20, 2024 @ 5:05 PM January 26, 2024 @ 7:05 PM January 27, 2024 @ 5:05 PM | Rochester vs Lehigh Valley Rochester vs Springfield Rochester vs Utica Rochester vs Laval |
| 9 | January 29, 2024 | January 31, 2024 @ 7:05 PM February 9, 2024 @ 7:05 PM | Rochester vs Syracuse Rochester vs Syracuse |
| 10 | February 12, 2024 | February 16, 2024 @ 7:05 PM February 18, 2024 @ 3:05 PM February 21, 2024 @ 7:05 PM February 23, 2024 @ 7:05 PM | Rochester vs Wilkes-Barre Scranton Rochester vs Utica Rochester vs Binghamton Rochester vs Binghamton |
| 11 | February 26, 2024 | February 28, 2024 @ 7:05 PM March 8, 2024 @ 7:05 PM March 10, 2024 @ 4:05 PM | Rochester vs Syracuse Rochester vs Syracuse Rochester vs Utica |
| 12 | March 11, 2024 | March 15, 2024 @ 7:05 PM March 20, 2024 @ 7:05 PM March 22, 2024 @ 7:05 PM March 24, 2024 @ 3:05 PM | Rochester vs Toronto Rochester vs Hartford Rochester vs Toronto Rochester vs Utica |
| 13 | March 25, 2024 | April 3, 2024 @ 7:05 PM | Rochester vs Cleveland |
| 14 | April 8, 2024 | April 12, 2024 @ 7:05 PM April 13, 2024 @ 5:05 PM April 17, 2024 @ 7:05 PM April 19, 2024 @ 7:05 PM | Rochester vs Belleville Rochester vs Belleville Rochester vs Toronto Rochester vs Cleveland |

In the event a Rochester Americans game listed above is rescheduled to a different day or cancelled, the Contest associated with that game will be cancelled and entries in the relevant Contest (if any) will be void. If a scheduled puck drop time for a game is changed to a different time on the scheduled day, the Contest Entry Period for that Contest will be adjusted accordingly.

4. HOW TO ENTER:

To enter a Contest, the entrant must complete the online entry form located at <http://amerks.com/takeashot>.

By completing the registration process, each entrant acknowledges that: (i) registration constitutes acceptance of these Official Contest Rules; (ii) entrant is at least twenty-one (21) years old at the time of registration; and (iii) entrant is a legal resident of New York State and residing in the State of New York
Limit one (1) [TAS Portal] account per person. Points may not be transferred or otherwise assigned between participants.

5. **HOW TO PLAY:**

During a Contest Entry Period, answer the various questions presented to predict outcomes, statistics, gameplay or results of the applicable Rochester Americans game (each a "Question") which will appear on the [TAS Portal] located at <http://amerks.com/takeashot>. Entrants must follow the instructions provided to submit their answers to the Questions. The number and type of Questions may vary for each Contest.

For each Contest, entrants will be awarded "Points" (no monetary value) (the "Points"). For each Question for which an entrant's answer is correct, the entrant will be awarded the number of Points allocated for the specific Question. Whether an answer to a Question is correct will be based on the relevant outcome, statistics, gameplay or results of the applicable Rochester Americans game and will be determined by Sponsors in their sole discretion.

Entrants must submit at least one (1) answer in a Contest in order to be eligible to win a Prize in that same Contest (as defined below).

Opportunity for bonus points throughout the contest period will be available. Opportunities will be included in-game and on social media and amerks.com.

6. **WINNER DETERMINATION:**

Contest Winners. There will be one (1) winner for each Contest (14 total winners) and one (1) Grand Prize Winner. Such winners will be determined based on who accumulates the most Points relative to the other entrants for that Contest, as determined by Sponsors in their sole discretion and subject to verification of eligibility. In the event multiple entrants are tied for the most Points received for a Contest, the entrant that accumulated such Points first chronologically (as determined by Sponsors in their sole discretion based on Sponsors' official timekeeping computer) will be declared the winner for the Prize at hand.

No entrant may win more than one (1) Contest. Once an entrant wins a Contest, he or she is ineligible to win any of the remaining Contests in TAS but still eligible to win the Grand Prize at promotions end. A winner's submissions to TAS in any Contest following the Contest that he or she has won shall be invalid and ineligible to win Contests.

7. **PRIZES AND PRIZE DETAILS; APPROXIMATE RETAIL VALUE OF PRIZES; PRIZE DETAILS:**

Fourteen (14) prizes and one (1) Grand Prize will be awarded as follows (each a "Prize"):

| # | Entry Date | Game Date and Time (Eastern) | Prize Item | Approx. Value |
|----|-------------------|--|--|---------------|
| 1 | October 9, 2023 | October 13, 2023 @ 7:05 PM | Four (4) Rochester Americans game vouchers, a Rochester Americans autographed stick and a Seneca branded Black Coat and Gloves, in a Stadium Bag | \$250 |
| 2 | October 23, 2023 | October 25, 2023 @ 7:05 PM October 27, 2023 @ 7:05 PM November 1, 2023 @ 7:05 PM November 3, 2023 @ 7:05 PM | Four (4) Rochester Americans game vouchers, a Rochester Americans autographed puck and a Seneca branded Black Coat and Gloves, in a Stadium Bag | \$230 |
| 3 | November 6, 2023 | November 10, 2023 @ 7:05 PM | Four (4) Rochester Americans game vouchers, a Rochester Americans autographed roster card and a Seneca branded Black Coat and Gloves, in a Stadium Bag | \$230 |
| 4 | November 20, 2023 | November 22, 2023 @ 7:05 PM November 24, 2023 @ 7:05 PM | Four (4) Rochester Americans game vouchers, a Rochester Americans autographed stick and a Seneca branded Black Coat and Gloves, in a Stadium Bag | \$250 |
| 5 | December 4, 2023 | December 8, 2023 @ 7:05 PM | Four (4) Rochester Americans game vouchers, a Rochester Americans autographed puck and a Seneca branded Black Coat and Gloves, in a Stadium Bag | \$230 |
| 6 | December 18, 2023 | December 20, 2023 @ 7:05 PM December 22, 2023 @ 7:05 PM December 27, 2023 @ 7:05 PM December 29, 2023 @ 7:05 PM | Four (4) Rochester Americans game vouchers, a Rochester Americans autographed roster card and a Seneca branded Black Coat and Gloves, in a Stadium Bag | \$230 |
| 7 | January 1, 2024 | January 5, 2024 @ 7:05 PM | Four (4) Rochester Americans game vouchers, a Rochester Americans autographed stick and a Seneca branded Black Coat and Gloves, in a Stadium Bag | \$250 |
| 8 | January 15, 2024 | January 17, 2024 @ 7:05 PM January 20, 2024 @ 5:05 PM January 26, 2024 @ 7:05 PM January 27, 2024 @ 5:05 PM | Four (4) Rochester Americans game vouchers, a Rochester Americans autographed puck and a Seneca branded Black Coat and Gloves, in a Stadium Bag | \$230 |
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| # | Entry Date | Game Date and Time (Eastern) | Prize Item | Approx. Value |
|-------------|---------------|--|---|---------------|
| 14 | April 8, 2024 | April 12, 2024 @ 7:05 PM April 13, 2024 @ 5:05 PM April 17, 2024 @ 7:05 PM April 19, 2024 @ 7:05 PM | Four (4) Rochester Americans game vouchers, a Rochester Americans autographed puck and a Seneca branded Black Coat and Gloves, in a Stadium Bag | \$230 |
| GRAND PRIZE | | | Twelve (12) Hospitality Suite Tickets including food and beverage, Rochester Americans autographed Jersey, Seneca Niagara Resort & Casino overnight stay in corner suite and \$100.00 Resort Credit | \$1,250 |

Prizes For Each Contest; Approximate Retail Value: \$4,500

Prize Details. The prize features of each Prize include only those described in the Prize Details set forth above. The Rochester Americans reserves the right to substitute elements of any Prize with comparable elements of equal or greater value in their sole discretion.

Actual retail value of the Prize may vary. Sponsors are not responsible for, and winner will not receive, any difference between the actual value and approximate retail value of a prize. Winner acknowledges Sponsors have not made and are not responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize, including, but not limited to, quality, condition, or fitness. Prize and model, color, and number may vary from that depicted in the TAS advertising and promotional materials and are at the sole discretion of Sponsors and subject to availability.

Other charges, costs or expenses of any kind not listed in the Prize Details, including, without limitation, applicable fees, license fees and taxes are the sole responsibility of the winner. Each winner must abide by, and is subject to, all licensing, requirements or restrictions that may affect accessibility to and/or use of the Prize received. No substitution of a Prize is allowed, except at the sole discretion of Sponsors. Prizes cannot be assigned, transferred, or redeemed for cash. Winners may be required to complete and return tax forms as a condition of the Prize.

8. DISQUALIFICATION:

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE CONTESTS OR TO UNDERMINE THE LEGITIMATE OPERATION OR PROPER PLAY OF THE CONTESTS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

All entries will be disqualified for any participant found to be: (1) tampering or attempting to tamper with the registration process, the operation of the Contests, or the [TAS Portal]; (2) using any robotic, macro, automatic, programmed or like entry methods; (3) violating these Official Contest Rules or the terms of service, conditions of use, and/or general rules of any Sponsor; or (4) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Entrants who engage in any of the foregoing activities will be disqualified and will forfeit any Prize(s) won.

9. ODDS OF WINNING:

The odds of winning a Prize are dependent upon entrants' skill in answering questions and the number of entries in the applicable Contest.

10. NOTIFICATION; AFFIDAVIT OF ELIGIBILITY:

Winners will be notified by email (at the email address submitted by each entrant) within seven (7) days after the end of the applicable Contest Entry Period and may be required to complete and return within three (3) days of notification a release of liability, affidavit of eligibility, complete mailing address form, and/or, where legally permissible, a publicity release and assignment of rights. Failure to return the needed information within three (3) days of notification will result in forfeiture of the Prize and Sponsors may award it to an alternate winner in their sole discretion. Each entrant is responsible for ensuring that he or she has submitted an accurate and valid email to Sponsors during the entry process. If Sponsors attempt to contact an entrant by email, and such email is invalid, the entrant's entry shall be void and the entrant shall not be eligible to win. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant, but only if that person meets all other eligibility criteria for the Contest.

11. DELIVERY:

Prizes will be sent to the winner's specified mailing address, at Sponsors' expense. Failure of delivery to winner's specified mailing address will be at the responsibility of winner. Winner shall hold Sponsors harmless against any loss by reason of failure of delivery, upon proof of attempted delivery of the Prize to the mailing address included in the winner's entry or specified by winner in a mailing address form provided by Sponsors. Winner bears risk of damage to any Prize after delivery to the specified mailing address. Sponsors are not responsible for any delays in the delivery of a Prize. Prizes will only be shipped to addresses within the 50 United States or the District of Columbia.

12. RELEASE OF LIABILITY:

All entrants agree to hold harmless and release Sponsors, AHL, the other AHL member clubs, and each of their parent companies, affiliates, subsidiaries, officers, directors, members, agents, employees, and all others associated with the development and execution of TAS (collectively, "Releasees") from any and all liability with respect to or in any way arising from the Contests and acceptance, possession, use, or misuse of a Prize, including but not limited to liability for personal injury, bodily injury including wrongful death, damage to property, and damage or loss of any other kind. Sponsors are not responsible for Prize quality or utility. Sponsors are not responsible for any incorrect or inaccurate information or technical failures of any kind; unauthorized human intervention in any part of the entry process of the Contests or otherwise in connection with the Contests; or any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Contests, the processing of submissions in the Contests, the calculation of points for participants, the determination of eligible participants, or the selection or notification of winners. Sponsors assume no responsibility for any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft, destruction, unauthorized access to, or alteration of entries. Sponsors are not responsible for any problems or technical malfunction of any telephone network or lines; computer online systems, servers, or providers; computer equipment; computer software; or failure of entry on account of technical problems. Sponsors are not responsible for user cheating or fraud by any participants. If, for any reason, a Contest is not capable of running as planned, due to, but without limitation, infection by computer virus, worm, or bugs; tampering; unauthorized intervention; fraud; technical failures; pandemic or other public health emergency; governmental mandate or shutdown; or any other causes beyond the control of Sponsors, that in the sole opinion of Sponsors, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify, or suspend the Contest.

13. RIGHT OF PUBLICITY:

Entrant grants unto Sponsors, and their respective successors, licensees and assigns, the irrevocable right and permission to use the entrant's name, voice, image, signature, facsimile, persona, biographical data and likeness in any form and way in connection with the entrant's participation in TAS, free of compensation, including without limitation, the publication of the entrant's name, photo submission and/or likeness to advertise the winning of a Prize.

14. MOBILE DISCLOSURE:

If you opt to use your wireless mobile device in connection with TAS, depending on your phone's capabilities, standard text messaging rates or data charges may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in TAS.

15. DISPUTES:

Sponsors will make reasonable efforts to informally resolve any complaints, disputes, or disagreements that an entrant may have with his or her participation in TAS. If those efforts fail, entrant agrees that any and all claims or disputes that entrant or Rochester Americans may wish to assert relating in any way to these Official Contest Rules or entrant's participation in TAS (a "Dispute") **SHALL BE DECIDED BY ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN A JURY AND/OR BENCH TRIAL, CLASS ACTION OR CLASS ARBITRATION, AND AS SUCH, LIMITS THE REMEDIES AVAILABLE TO ENTRANT IN THE EVENT OF A DISPUTE.** Entrant specifically agrees that any Dispute must be resolved exclusively by arbitration, shall take place on an individual basis; and that class arbitrations and class actions are not permitted. Arbitration shall be effected by arbitrator selected as hereinafter provided and shall be conducted in Buffalo, New York in accordance with the Rules of the American Arbitration Association. The dispute shall be submitted to one (1) arbitrator, selected by mutual agreement or, if the parties cannot agree, by the American Arbitration Association. The meetings of arbitrator shall be held at such place or places in Buffalo, New York as may be agreed upon by the arbitrator. Any award made by the arbitrator shall be final, binding and conclusive on the parties for all purposes. Any fees or charges of the arbitration and any cost of arbitration, including the cost of personal attorneys of each participant, shall be the sole responsibility of each party to the arbitration. **ENTRANT AGREES TO WAIVE A RIGHT TO A JURY TRIAL, CLASS ACTION AND/OR CLASS ARBITRATION WITH RESPECT TO ANY DISPUTE.** In no event shall any party to a Dispute be entitled to recover punitive, special, exemplary, consequential, loss of profit or incidental damages.

16. MISCELLANEOUS CONDITIONS:

- a) Agreement to Be Bound. By participating in TAS, entrants agree to be bound by these Official Contest Rules (including but not limited to entrant's consent to receive email messages from Sponsors or any party on its behalf with respect to entrant's participation in TAS), the terms and conditions of Sponsors' websites, and by the decision of Sponsors, which are final and binding in all respects.
- b) Governing Law. TAS, the Contests, and these Official Contest Rules are governed by the laws of the State of New York, without respect to conflict of law doctrines.
- c) Privacy. Any personal information that an entrant provides in connection with TAS shall be used as stated in these Official Contest Rules and by Sponsors to administer the Contests, contact entrants, and for the other purposes set forth in the Sponsors' privacy policies located at [<https://senecacasinos.com/privacy-policy>] and [<https://www.nhl.com/sabres/team/privacy-policy>]. By entering TAS, entrants agree to and accept Sponsors' privacy policies.
- d) Modification; Interpretation. Sponsors reserve the right to modify, supplement or otherwise change or replace these Official Contest Rules at any time without notice. Entrants agree to be bound by Sponsors' interpretation of the Official Contest Rules, in Sponsors' sole discretion, which interpretation shall be final and binding on entrants.

17. WINNER'S LIST:

The names of all winning entrants will be posted on Amerks.com.

For the names of the winners and/or a copy of these Official Contest Rules, send a stamped self-addressed envelope to: Take a Shot with the Amerks, Rochester Americans, One War Memorial Square, Rochester NY 14609. The list of winning entrants will be sent following the conclusion of the last Contest.