

**2023 NHL DRAFT SWEEPSTAKES (THE “SWEEPSTAKES”)  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO INDIVIDUALS WITHIN THE ELIGIBILITY AREA AND WHO ARE 18 YEARS OF AGE AND OLDER. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES EARNED BY EACH ELIGIBLE PERSON AND THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE ENTRY PERIOD. VOID WHERE PROHIBITED BY LAW.**

**SPONSOR:** BioSteel Sports Nutrition Inc., 87 Wingold Ave., North York, ON M6B 1PB, Canada (“**BioSteel**” or “**Sponsor**”).

**ADMINISTRATOR:** Tri Star Energy, LLC, 1740 Ed Temple Blvd., Nashville, TN 37208 (“**Tri Star Energy**” or “**Administrator**”)

**SWEEPSTAKES PERIOD:** The Sweepstakes period (“**Entry Period**”) begins Monday, May 1, 2023, at 12:00 a.m. Central Time (“**CT**”) and ends Sunday, May 28, 2023, at 11:59 p.m. CT. Participation in the Sweepstakes does not constitute participation in any other promotion, contest or sweepstakes. For the purposes of these Official Rules, a “day” is defined as any twenty-four (24)-hour period during the Entry Period beginning at 12:00:01 a.m. CT and ending at 11:59:59 p.m. CT.

**WHO’S ELIGIBLE:** The Sweepstakes is open to individuals (“**Eligible Persons**”) who; (i) are legal residents of Tennessee (“**Eligibility Area**”); (ii) are eighteen (18) years of age or older at the time of entry; (iii) agree and adhere to these Official Rules; and (iv) successfully complete the entry process (including filling out an entry form) as provided herein during the applicable Entry Period. Employees of BioSteel, Tri Star Energy, and the National Hockey League (“**NHL**”), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities collectively, the “**NHL Entities**”) and each of their respective parent companies, affiliates, owners, subsidiaries, divisions, directors, officers, members, partners, trustees, franchisees, governors, agents, owners, shareholders, participating vendors, distributors, advertising production and promotion agencies, agents and their immediate family members (i.e., spouse, parent, child, sibling, and the “steps” of each) and persons living in the same household of each (collectively, the “**Sweepstakes Entities**”) are not eligible to enter the Sweepstakes. By entering the Sweepstakes, participants agree to accept and be bound by all terms of these Official Rules and that the decisions of Tri Star Energy are final and binding in all matters. Void outside of the Eligibility Area and where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

**HOW TO ENTER:** Eligible Persons may enter the Sweepstakes to potentially each win a maximum of one (1) prize only.

To Participate by Purchasing a Product: During the Entry Period, Eligible Persons should purchase two (2) BioSteel products in store with their Twice Daily & White Bison Rewards account or their Sudden Rewards account (collectively, the “**Rewards Account**”). Each purchase of two (2) products using the Rewards Account will constitute one (1) entry.

To Participate with Free Entry: During the Entry period, Eligible persons should send their full name, e-mail, phone, and address printed on a 3x5-inch card by pre-paid mail to: Tri Star Energy, C/O Eric Rush, Tri Star Energy, LLC, 1740 Ed Temple Blvd., Nashville, TN 37208. No envelope may contain more than one (1) entry card. Each successful mailing of an entry card will constitute one (1) entry.

The maximum number of entries that can be earned per Eligible Person for this Sweepstakes is fifteen (15) total for the duration of the Entry Period. Entries received from Eligible Persons described above are hereby collectively referred to as the “**Eligible Entries.**”

Incomplete and/or inaccurate entries are void. All Eligible Entries must include a valid e-mail address for the entrant or be associated with a Rewards Account with a valid e-mail address. If the e-mail address supplied or on file is not valid, the entry will be void. If an entrant uses different or multiple e-mail addresses to obtain more than fifteen (15) entries, all such entries will be void. If it is discovered during prize verification you have entered, attempted to enter, or used multiple accounts to enter more than the stated limit, you will be disqualified at the discretion of the Administrator, or will be void. All entries become the property of Sponsor and will not be acknowledged or returned. All information submitted by entrants is subject to, and will be treated in a manner consistent with, Tri Star Energy's Privacy Policy accessible at <https://tristartn.com/privacy-policy> and BioSteel's Privacy Policy accessible at <https://biosteel.com/policies/privacy-policy>.

**RANDOM DRAWING:** Following the conclusion of the Entry Period, on or about June 1, 2023, Tri Star Energy will select four (4) potential winners by random drawing from among all Eligible Entries received during the Entry Period. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official winners of the Sweepstakes ("**Winners**"). The decisions of Tri Star Energy are final and binding on all matters relating to this Sweepstakes.

**CHANCE OF WINNING:** The odds of winning depend on the number of Eligible Entries earned by each Eligible Person and the total number of Eligible Entries received during the Entry Period.

**PRIZES (each a "Prize" and collectively, the "Prizes"):**

Grand Prize (2): Two (2) Grand Prize Winners will each receive two (2) NHL Draft tickets for winner and a guest (the "**Guest**") to attend the 2023 NHL DRAFT in Nashville, TN. **Additional travel costs and expenses are not included.** The total approximate retail value ("**ARV**") of each Grand Prize is \$200.

Seat locations will be determined by the Sponsor in its sole discretion, if applicable, and subject to availability. Prizes do not include air or ground transportation, hotel accommodations, and/or other expenses and travel costs, food and beverage, incidentals, parking fees, facility fees, or any other costs not expressly stated herein.

First Prizes (2): Two (2) First Prize Winners will each receive a \$250 NHLShop.com gift card. The total ARV of each First Prize is \$250. Terms and conditions of gift card apply.

Total ARV of all Prizes to be awarded is \$900.

**PRIZE CONDITIONS: Winners must (a) have the ability, using lawful means, to claim the Prizes within forty-eight (48) hours of receiving notification from a Tri Star Energy representative who will notify Winners as described in the "Verification" section below, and (b) fulfill the documentation requirements described in the "Verification" section below.** All Prize details shall be determined in the sole and absolute discretion of Tri Star Energy. All costs and expenses associated with Prize acceptance and use not specified herein as being provided are the sole responsibility of Winners. Winners are fully responsible for all applicable federal, state, and local taxes (including income and withholding taxes). Prizes are non-transferable and non-assignable, with no cash redemptions except at Tri Star Energy's sole and absolute discretion. **Tri Star Energy and BioSteel reserve the right to substitute any Prizes (or any portion thereof) with prizes of comparable or greater value at their sole and absolute discretion.**

Due to the uncertainty related to COVID-19, Grand Prize Winners' and their Guests' admission to the NHL Draft venue is subject to all safety and health requirements and policies put in place by the venue, including requirements, if any, relating to face masks and enhanced health screenings. In the event any component of the Prizes are cancelled, delayed, or postponed for any reason outside the control of the Sponsor, Sponsor will have no further obligation, other than to award the remainder of the Prizes. In the event any Grand Prize Winner and/or their Guest engage in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate Grand Prize Winners' and/or Guests' event attendance or other applicable experience early, in whole or in part, with no further compensation.

**VERIFICATION OF WINNERS:** Winners will be contacted via e-mail, postal address and/or telephone number (in the sole discretion of Tri Star Energy) provided at the time of entry (the "Prize Verification"). **THE WINNERS MUST REPLY AND AGREE VIA E-MAIL (OR BY OTHER MEANS IN THE SOLE DISCRETION OF TRI STAR ENERGY) TO SUCH PRIZE VERIFICATION WITHIN FORTY-EIGHT (48) HOURS. IN THE EVENT THAT ANY POTENTIAL WINNER DOES NOT RESPOND TO ANY SUCH PRIZE VERIFICATION WITHIN THE REQUIRED RESPONSE TIME, A POTENTIAL WINNER IS ADJUDGED TO BE INELIGIBLE, OR DECLINES A PRIZE FOR ANY REASON, OR IF A PRIZE VERIFICATION IS RETURNED AS UNDELIVERABLE, A DISQUALIFICATION WILL RESULT, THAT PRIZE WILL BE FORFEITED AND, AT TRI STAR ENERGY'S SOLE DISCRETION AND TIME PERMITTING, AN ALTERNATE POTENTIAL WINNER MAY BE RANDOMLY SELECTED FROM AMONG ALL ELIGIBLE ENTRIES. AN ALTERNATE POTENTIAL WINNER WILL BE CONTACTED VIA E-MAIL OR PHONE BY TRI STAR ENERGY. WINNERS MAY BE REQUIRED TO SUBMIT THEIR VALID SOCIAL SECURITY NUMBER AND/OR OTHER IDENTIFICATION TO TRI STAR ENERGY AND MAY BE REQUIRED TO EXECUTE AND RETURN AN AFFIDAVIT OF ELIGIBILITY AND RELEASE OF LIABILITY AND, UNLESS PROHIBITED BY LAW, PUBLICITY, WITHIN THE REQUIRED RESPONSE TIME FROM TIME OF ISSUANCE. GRAND PRIZE WINNERS' GUESTS MAY ALSO BE REQUIRED TO COMPLETE A LIABILITY AND PUBLICITY RELEASE.**

**PRIVACY POLICY:** Any personally-identifiable information collected during a participant's and/or recipient's participation in the Sweepstakes will be collected by Sponsor, or their designees and used by and/or shared with Sponsor, and/or its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and for other uses (including marketing and advertising) in accordance with the policy stated at Tri Star Energy's Privacy Policy (<https://tristartn.com/privacy-policy>) and BioSteel's Privacy Policy (<https://biosteel.com/policies/privacy-policy>) (the "Policies"). By participating in this Sweepstakes, you consent to the foregoing.

**WAIVER OF LIABILITY/PUBLICITY RELEASE:** By participating in the Sweepstakes, each participant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against BioSteel, Tri Star Energy, the NHL Entities, and each of their respective parent companies, affiliates, owners, partners, members, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Prize (or any portion thereof) or any travel or activity related to the receipt or use of any Prize (or any portion thereof). By entering this Sweepstakes, each participant gives his/her express permission to be contacted by Tri Star Energy by telephone, e-mail and/or postal mail for Sweepstakes purposes. Each Winner, by acceptance of any Prize, grants to BioSteel and Tri Star Energy and its designees the right to publicize such Winner's name, address (city and state of residence), photograph, video, voice, statements and/or other likeness and Prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

**THE SWEEPSTAKES AND PRIZES ARE PROVIDED "AS IS" AND THE RELEASED PARTIES DO NOT MAKE ANY, AND HEREBY DISCLAIM ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) REGARDING THE SWEEPSTAKES OR PRIZES. THE RELEASED PARTIES DO NOT WARRANT THAT THE WEBSITE OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITE OR THE SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

**NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, THE RELEASED PARTIES SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS), (B) AMOUNTS IN EXCESS OF**

**THE PRIZES FOR THE ABOVE-REFERENCED APPLICABLE SWEEPSTAKES, (C) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (D) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.**

**DISPUTES/GOVERNING LAW: BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. THESE OFFICIAL RULES AND THE SWEEPSTAKES ARE GOVERNED BY AND CONTROLLED BY THE LAWS IN TENNESSEE, APPLICABLE TO CONTRACTS MADE AND PERFORMED THEREIN WITHOUT REFERENCE TO THE APPLICABLE CHOICE OF LAW PROVISIONS. ALL ACTIONS, PROCEEDINGS OR LITIGATION RELATING HERETO WILL BE INSTITUTED AND PROSECUTED SOLELY WITHIN TENNESSEE. THE PARTICIPANT HEREBY CONSENTS TO THE JURISDICTION OF THE FEDERAL AND PROVINCIAL COURTS OF TENNESSEE WITH RESPECT TO ANY ACTION, DISPUTE OR OTHER MATTER PERTAINING TO OR ARISING OUT OF THE SWEEPSTAKES INCLUDING, WITHOUT LIMITATION, ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, AND WAIVES EVERY DEFENSE THAT SUCH JURISDICTION IS INCONVENIENT OR IMPROPER. IF ANY PROVISION, OR ANY PORTION THEREOF, OF THESE OFFICIAL RULES ARE DECLARED OR FOUND BY A COURT OF COMPETENT JURISDICTION TO BE ILLEGAL, UNENFORCEABLE OR VOID, THEN SUCH PROVISION, OR PORTION THEREOF, WILL BE NULL AND VOID BUT EACH OTHER PROVISION HEREOF NOT SO AFFECTED WILL BE ENFORCED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**

**GENERAL CONDITIONS:** Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, e-mail or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed e-mail notifications; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, or the announcement of Prizes or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to participants' or to any other person's computer and/or wireless device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Tri Star Energy or who are in violation of these Official Rules, as solely determined by Tri Star Energy, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by Tri Star Energy and/or their respective agents. Tri Star Energy shall have the sole right to disqualify

any participant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in its sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof) or the website, and (ii) disclaim any implied warranty. Tri Star Energy's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right, in its sole discretion, to cancel or suspend the Sweepstakes (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof). None of the Released Parties are liable in the event that any portion of the Sweepstakes or any Prize (or any portion thereof) is canceled due to weather, natural disasters, fire, strike, lockout, acts of war or terrorism, riots, civil unrest, order of governmental authority, pandemic or epidemic, supply shortages, or any other condition beyond its control. In the event of cancellation, Tri Star Energy may elect to identify Winners and award Prizes by way of random drawing from among all non-suspect Eligible Entries received for the applicable Entry Period up to the time of such cancellation. If substitute prizes must be used, Tri Star Energy will notify selected Winners of the substitution, but it will not notify all entrants to the Sweepstakes. Entrants agree that Tri Star Energy will not be liable or obligated in regard to Prize substitution or notice or lack of notice thereof. Tri Star Energy also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, TRI STAR ENERGY WILL DISQUALIFY ANY PARTICIPANT RESPONSIBLE FOR THE ATTEMPT, AND TRI STAR ENERGY AND/OR THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW AND IN EQUITY.**

Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential Winner based on an e-mail address, the winning entry will be declared made by the Authorized Account Holder of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "**Authorized Account Holder**" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address.

**WINNER LIST:** For names of Prize Winners, send a self-addressed, stamped envelope with the message below written in the notice by July 31, 2023, to: Tri Star Energy, 1740 Ed Temple Blvd., Nashville, TN 37208.

In the notice please write: "Please send a list of the Official Winners for the **2023 NHL DRAFT™ SWEEPSTAKES**".

Biosteel is only responsible for providing the Prizes, while Administrator is responsible for all other aspects of the Sweepstakes, including but not limited to tracking Eligible Entries, selecting and verifying Winners, and awarding Prizes.

The NHL Entities (as defined above) are not sponsors or administrators of the Sweepstakes and are in no way responsible or liable for the administration of the Sweepstakes.

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