2023-24 ULTIMATE FAN SWEEPSTAKES

OFFICIAL SWEEPSTAKES RULES

• NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.

- VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.
- BY ENTERING THIS SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL SWEEPSTAKES RULES AS A BINDING CONTRACT.
- THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, INC. ("INSTAGRAM") OR FACEBOOK, INC. ("FACEBOOK"). BY ENTERING THIS SWEEPSTAKES, YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM OR FACEBOOK.
- 1. **Sponsor and Administrator**: 2023-24 ULTIMATE FAN SWEEPSTAKES ("Sweepstakes") is sponsored and administered by Boston Professional Hockey Association, Inc. ("Sponsor").
- 2. General: By participating in this Sweepstakes the participant acknowledges and agrees to all these Official Rules. Void where prohibited. Sweepstakes begins on Monday, September 25, 2023, and has been extended to include the Boston Bruins' 2024 postseason schedule, running until the Boston Bruins are no longer active in the NHL postseason (collectively the "Sweepstakes Period"). A random drawing will be held by Sponsor one week before each Boston Bruins' home game. The odds of winning a prize depend on total number of eligible entries received during the Sweepstakes Period (each an "Entry"). Sponsor cannot accurately predict the number of entrants who will participate in the Sweepstakes (each an "Entrant"). All times in this Sweepstakes refer to Eastern Time. By participating, entrants agree to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are at its sole discretion and are binding and final. Failure to comply with these rules will result in disqualification from this Sweepstakes.
- 3. <u>Eligibility:</u> The sweepstakes is open only to legal U.S. residents of MA, CT, NH, VT and ME who are 18 years of age or older as of Monday, September 25, 2023. Employees, officers, directors, managers and members, along with their respective immediate family members, of Sponsor and Delaware North Companies, Inc- Boston ("DNCB") its affiliates, and any other entities involved in any manner with the marketing, sponsoring, fulfilling or administration of the Sweepstakes (collectively, the "Sweepstakes Entities"), are not eligible to participate or win. The term "immediate family member" includes spouses, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, step-grandchildren or other family extension, regardless of where they live, and any persons residing in the same residence as the winner

at least (3) months per year, whether related or not.

4. <u>How to Enter:</u> NO PURCHASE NECESSARY. A purchase will not increase the odds of winning. To enter the Sweepstakes, please follow these steps: Visit bostonbruins.com/ultimatefan during the Sweepstakes Period and complete the form. Normal Internet access, phone charges and usage charges imposed by your online/ phone service provider will apply. Entrants must include their name, phone number, email address and state of residence.

Sponsor reserves the right to reject any Entry that it deems, in its sole discretion; to violate any of these content related requirements. By submitting an entry (or accepting any prize), each entrant understands and agrees that their Entry, including individual name may be posted online and further exploited by Sponsor for promotional purposes, without further compensation or review, and will not be returned. Each Entrant represents that the entry is true and correct, and that he or she is authorized to submit such Entry. Sponsor reserves the right to crop or reformat any Entry in whole or in part, to be viewable online.

You may be asked to consent to receive promotional emails or offers. This is optional and does not affect your chances of winning a prize in this Sweepstakes. You are NOT required to give consent to receive such emails or offers in order to participate in the Sweepstakes or win any prize.

By providing your email address, you authorize Sponsor and its affiliates to communicate with you regarding future promotional offers. You may opt out of this service at any time by clicking 'unsubscribe' within the email.

Limit of one Entry per person during the Entry Period. Multiple Entries as determined by Sponsor in its sole discretion, will result in disqualification of all entries by such person. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. By entering this Sweepstakes, Entrants agree to these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Sweepstakes.

Sponsor is not responsible for, nor assumes any liability for (i) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (ii) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (iii) any miscommunications related to this Sweepstakes; or (iv) any incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein and to disqualify any individual who tampers with the entry process.

Sponsor is not responsible for late, incomplete, or invalid Entries, which will be disqualified. Each entry must be manually key stroked and entered by the Entrant. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated entries will be accepted.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY VIOLATE CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

- 5. <u>Determination of Winner:</u> Throughout the Sweepstakes Period, one (1) winner will be selected per Boston Bruins' home game throughout the 2023–24 season, including the 2024 postseason. Winner will be randomly selected from all eligible Entries. The winners will be notified by phone and/or email roughly one (1) week prior to the home game prize date. The Sponsor's decisions are final, binding and conclusive on all matters related to the Sweepstakes. Sponsor reserves the right to require the winner to sign and return to the Sponsor an affidavit of eligibility upon accepting the prize. If the winner is not responsive within twenty-four (24) hours of initial notification or in the event of non-compliance with any of these requirements, the prize will be forfeited, and an alternative winner will be chosen. Up to two alternative winners will be selected. Once a winner is selected and has accepted a prize the winner is no longer eligible to win another prize during the Sweepstakes Period.
- 6. Prizes: One (1) prize per Boston Bruins home game, including the 2024 postseason, will be awarded during the Sweepstakes Period. The prize will consist of four (4) tickets to a Bruins' home game. Winner will also be shown on Hub Vision (Jumbotron) during the prize game, highlighting that they were that game's winner. In the event the game is cancelled or postponed for any reason, Sponsor reserves the right to substitute or award an alternative prize of approximate value with no further obligation to the winner. The estimated value of the prize is \$200 per ticket, (\$800 total). The prizes cannot be exchanged for cash and there are no date or seat substitutions. Transfer of any prize is prohibited unless approved by Sponsor. Unauthorized ticket transfers are subject to cancellation by Sponsor with no notice, refund, or substitutions. All taxes and all other expenses, costs or fees, including parking and transportation, associated with the acceptance and/or use of a prize are the sole responsibility of the winner. The winner must present valid government-issued identification and provide taxpayer identification information. Sponsor may require additional verification of identity. Sponsor reserves the right to substitute a similar prize of equal or greater value at its sole discretion.
- 7. <u>Disclaimer and indemnity:</u> By submitting an entry, each Entrant waives, discharges and fully releases the Sweepstakes Entities, along with such entities' respective officers, directors, managers, members and employees, in addition to the National Hockey League, and Ticketmaster, LLC (collectively, the "Released Parties") from any and all liability, injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from or in connection

with participation in the Sweepstakes or from the receipt or use of any prize or from any activity related to the receipt or use of any prize. The Released Parties are not responsible for (a) any inaccurate entry information, or for any faulty electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes or for any miscommunications or for the inaccurate capture of information, or the failure to capture any information; (c) any technical failures or malfunction of any kind in operation or transmission or communications line failure, regardless of cause, with regard to any equipment, software, systems, networks, lines, satellites, servers, computers or providers; (d) inaccessibility of the Internet or any website of any kind, including any failure of any electronic entry to be received on account of technical problems or traffic congestion; or (e) any injury or damage to any computer, phone, or tablet device which may be related to or resulting from any attempt to participate in the Sweepstakes or access or download any materials relating to the Sweepstakes or the Sponsor's website. Without limiting the generality of the foregoing, none of the Released Parties assumes any responsibility or liability for (a) damages, losses or injury resulting from acceptance or use of the prize and (b) a lost, stolen, late, misdirected, misprinted, damage, or delayed prize notification and/or prize.

EACH ENTRANT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR CLAIMS, INJURIES, CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WRONGFUL DEATH, PERSONAL INJURY INFRINGEMENT, ARISING OUT OF OR RELATED, IN WHOLE OR IN PART, TO (1) PARTICIPATION IN THE SWEEPSTAKES OR ANY SWEEPSTAKES-RELATED ACTIVITY, (2) FROM ITS BEACH OF THE REPRESENTATIONS NAD WARRANTIES IN THIESE RULES, OR (3) FROM ENTRANT'S POSSESSION, ACCEPTANCE, RECEIPT OR USE/MISUSE OF THE PRIZE, IN EAC INSTANCE WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND, FURTHER EACH ENTRANT AGREES TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY LIABILITY OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING IN CONNECTION WITH THE FOREGOING. Released Parties are not responsible for any inability of any winner to accept or use the prize (or any portion thereof) for any reason.

8. Internet: If for any reason, the sweepstakes is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the game or sweepstakes, the Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the sweepstakes, and/or cancel, terminate, modify or suspend the sweepstakes. The Released Parties and their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents and employees of any of the foregoing (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alternation of, entries, (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any email to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any

website, or any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this sweepstakes. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address, as determined by Sponsor in its sole discretion.

- 9. <u>Disputes/Choice of Law:</u> Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Boston, Massachusetts, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Massachusetts law, without reference to Massachusetts' choice of law rules, governs the sweepstakes and all aspects related thereto.
- 10. <u>Privacy:</u> The information Entrants provide to Sponsor will be maintained and used in accordance with Sponsor's Privacy Policy and these Rules located at https://www.nhl.com/bruins/team/privacy-policy.
- 11. Publicity: By submitting an entry or accepting a prize, where permitted by law, each entrant grants to Sponsor (and agrees to confirm that grant in writing) and those acting pursuant to the authority of Sponsor the irrevocable right without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, in perpetuity and throughout the universe, including, without limitation, the entry and winner's name, voice, likeness, image or statements about the sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
- 12. <u>Winners List</u>: A list of winners will be available within five business days after the Boston Bruins' final home game of the 2023-2024 NHL season (approximately June 30, 2024). To request a winner's list, send an email with subject line: "2023-24 Ultimate Fan Official Rules" to bruins@bostonbruins.com.

Ticketmaster is not a sponsor of this Sweepstakes and is in no way responsible for the administration of the Sweepstakes, the selection or verification of winners, to the fulfillment of prizing. All inquires regarding the Sweepstakes should be directed to the Sponsor.

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