## 2023 – 24 COMMUNITY ALL-STAR CONTEST

## OFFICIAL CONTEST RULES

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

- VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.
- BY ENTERING THIS CONTEST, ENTRANT AGREES TO THESE OFFICIAL CONTEST 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 COMMUNITY ALL-STAR CONTEST ("Contest") is sponsored and administered by Boston Professional Hockey Association, Inc. ("Sponsor").
- **2. General.** The Contest begins at 8:00 am Eastern Time on Monday, October 9, 2023, and has been extended to include the Boston Bruins' 2024 postseason schedule, running until the Boston Bruins are no longer active in the NHL postseason (collectively the "Contest Period"). One (1) winner will be chosen from all eligible entries approximately one day before each Boston Bruins regular season home game beginning October 11, 2023, and ending when the Bruins are no longer active in the NHL postseason. The odds of winning a prize depend on total number of eligible entries received during the Contest Period (each an "Entry"). Sponsor cannot accurately predict the number of entrants who will participate in the Contest (each an "Entrant"). All times in this Contest refer to Eastern Time. By participating in the Contest, the Entrant acknowledges and agrees to be bound by these Official Rules, and agrees that all decisions of Sponsor, whose decisions are in its sole discretion, are binding and final. Failure to comply with these Official Rules will result in disqualification from the Contest.
- **3. Eligibility.** The Contest is open only to Entrants and their nominees who are legal U.S. residents of MA, CT, NH, RI, VT and ME who are at least 18 years of age on Wednesday, October 11, 2023. Void where prohibited. Employees of Sponsor, Delaware North Companies, Inc. Boston ("DNCB"), Massachusetts State Lottery, New England Sports Network ("NESN"), and their respective parent companies, subsidiaries and affiliates, and the officers, directors, agents, employees, advertising and promotion agencies and members of their immediate families (spouses, parents, children, and siblings and their spouses) of each of the foregoing are ineligible to enter.
- **4. How to Enter.** No Purchase Necessary to Enter or Win. To enter the Contest nominate a Community All Star by filling out the form and submit a photo and story of your nominee at <a href="https://www.nhl.com/bruins/community/community-all-star">https://www.nhl.com/bruins/community/community-all-star</a>. The nomination should include a valid reason as to why the individual should be selected for this honor because of the work they have done in their community. By submitting an Entry, each Entrant represents that the Entry is true and correct, and that he or she is authorized to submit such Entry. By submitting a photo to the Contest, Entrant affirms

that they have obtained written permission to submit the photo from all individuals whose image or likeness appears in the photo (or from the individuals' parent/legal guardian if any such individuals in the photo are under age 18). Entrant further affirms that they can provide reliable documentation of such permission upon request. Failure to obtain such permission may result in the disqualification of the submission at the Sponsor's sole and absolute discretion. Only one entry per person. Sponsor will select the Entry with the best story from all the completed Entries (selected Entry is the "Winner").

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 and Winner 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 Contest. You are NOT required to give consent to receive such emails or offers in order to participate in the Contest 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.

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 Contest, Entrants agree to these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Contest.

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 Contest; (iii) any miscommunications related to this Contest; 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 Contest if it determines, in its sole discretion, that the Contest 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 Contest 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 Contest and/or prevent others from participating in the Contest. ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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. Prizes.** Odds of winning a prize will vary based on the number of nominees in the Contest. A maximum of sixty-one (61) prizes will be awarded for the Contest. Winners are eligible to win one (1) prize each only. The prize includes a dedicated post honoring the Winner on the official Boston Bruins X and Facebook channels and four (4) loge tickets to a Bruins home game, including the 2024 postseason. Winner and Sponsor will work together to determine an acceptable Bruins home game for the prize. The approximate value of the prize is \$444.00. Sponsor reserves the right in its sole discretion to substitute or award an alternative prize of approximately equal value with no further obligation to the winner. The prizes cannot be exchanged for cash and are nontransferable.
- **6. Determination of Winners.** One (1) winner will be chosen from all eligible entries the around 24 hours prior to each Boston Bruins regular season home game beginning October 11, 2023, and ending when the Bruins are no longer active in the NHL postseason. Sponsor will notify the Winner via the email provided in the Contest Entry form, and the Winner will be required to provide written consent of release giving Sponsor the irrevocable right without any further notice, review or consent to print, publish, broadcast, distribute, and use his or her photo, name and biographical information as news, publicity or information without any further compensation.

If any prize notification is undeliverable, if the Winner is not responsive within 24 hours of the initial notification, or in the event of non-compliance with any of these requirements, the prize will be forfeited and an alternate Winner will be selected from the remaining pool of eligible Entries.

Sponsor will have complete discretion over the interpretation of these Official Rules, of administration of the Contest, and of selection of the Winners. Sponsor's decisions are final, binding and conclusive on all matters related to the Contest.

- 7. Disclaimer. By entering the Contest and accepting a prize, the Entrant and Winner assume all liability for any liability, injury or damages caused or claimed to be caused by, arising out of or in connection with his or her participation in the Contest, submission of the participant's Entry and/or the acceptance and/or use of any prize, and hereby releases, indemnifies and holds harmless Sponsor, DNCB, the NHL, NHL member clubs, Massachusetts State Lottery, NESN, and their respective parent companies, subsidiaries, affiliates, officers, directors, agents, and employees, from any and all such liability, including personal injury or breach of any person's intellectual property, privacy or publicity rights. None of Sponsor, DNCB, Massachusetts State Lottery, NESN, or their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents and employees of any of the foregoing, are responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest.
- **8.CONDITIONS AND LIMITATIONS OF LIABILITY.** If for any reason, the Contest 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 Sponsor which corrupt or affect the administration, security, fairness, integrity of the game or Contest, Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the Contest, and/or

cancel, terminate, modify or suspend the Contest. Sponsor, DNCB, Massachusetts State Lottery, NESN, 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 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 these Contest.

- 9. GOVERNING LAW AND VENUE: The Contest and these Official Rules shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts, without reference to Massachusetts' choice of law rules. Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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, with no award of attorneys' fees; and (3) all rights to claim punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages") and all rights to have any such damages multiplied or increased are waived.
- **10. PUBLICITY CONSENT**: By submitting an Photo or accepting a prize, where permitted by law, the Entrant and Winner each hereby 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, his/her Photo, including, without limitation, the Entrant and Winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
- **11. PRIVACY.** Information entrants provide to Sponsor will be maintained and used in accordance with Sponsor's Privacy Policy located at <a href="https://www.nhl.com/bruins/team/privacy-policy">https://www.nhl.com/bruins/team/privacy-policy</a> and these Official Rules.
- **12. Winners List**: To request any legally required winner's list, send an email with subject line: "Community All Star Contest" to eargento@delawarenorth.com.