## LOCKER ROOM LEADERSHIP CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER THE CONTEST. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW. CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

**1. OVERVIEW:** The "Locker Room Leadership" Contest (the "**Contest**") begins at 10:00:00 AM Eastern Time ("**ET**") on February 5, 2024 and ends at 11:59:59 PM ET on March 28, 2024 (the "**Contest Period**"). The Contest will span over eight (8) weeks and during that time, there will be five (5) different subject competitions (as demonstrated in the table below) where three (3) winners will be selected per subject competition based on criteria set forth below. From the three (3) winners each subject competition, there will a first prize winner, a second prize winner, and a third prize winner. At the end of the Contest, the top 25 Entrants with the highest cumulative score will be invited to attend a Pittsburgh Penguins home game on March 28, 2024.

Subject Competition	Start Date	End Date
Communication Skills	February 19, 2024 (at 10:00:00 a.m. ET)	February 25, 2024 (at 11:59:59 p.m. ET)
Goal Setting and Proper Planning	February 26, 2024 (at 10:00:00 a.m. ET)	March 3, 2024 (at 11:59:59 p.m. ET)
Emotional Intelligence and Empathy	March 4, 2024 (at 10:00:00 a.m. ET)	March 10, 2024 (at 11:59:59 p.m. ET)
Teamwork and Collaboration	March 11, 2024 (at 10:00:00 a.m. ET)	March 17, 2024 (at 11:59:59 p.m. ET)
Adaptability and Resilience	March 18, 2024 (at 10:00:00 a.m. ET)	March 24, 2024 (at 11:59:59 p.m. ET)

2. ELIGIBILITY: To be eligible for the Contest, entrant must be (i) a 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> grade student currently enrolled in a public or private school in Pittsburgh's surrounding counties (Allegheny, Armstrong, Beaver, Butler, Washington, and Westmoreland), and (ii) be a student in good standing with their school at the time of entry and at the time a prize is awarded. Each eligible person who enters into this Contest is an "Entrant". Entrants must have permission/authorization from the Entrant's parent/guardian to participate in this Contest.

Employees, contractors, directors, agents and officers of the Pittsburgh Penguins LP (the "**Penguins**"), and The Pavement Group, Inc. ("**Sponsor**"), its and their parent, affiliates (including without limitation the National Hockey League ("**NHL**") and all other member teams), subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies (including any Sponsor representatives who comprise the judging panel), and all other

service agencies involved with the Contest and members of the immediate family (spouse, parent, child, sibling and their respective spouse(s)) and household members of each such employee are not eligible to participate in the Contest.

3. HOW TO ENTER: During the Contest Period, visit the Pittsburgh Penguins website at https://www.nhl.com/penguins/community/leadership-program ("Website") and follow the directions provided to register. There will be weekly contests pertaining to the Subject Competition and completing an assignment will submit an Entrant into the Contest (an "Entry Submission"). Entrants must submit an Entry Submission as an individual. CHILDREN SHOULD NOT COMPLETE THE INITIAL REGISTRATION. REGISTRATION AND SUBMISSION OF THE ENTRY FORM (OTHER THAN THE WEEKLY ASSIGNMENTS THAT MAKE UP THE CONTEST) MUST BE SUBMITTED BY A PARENT OR LEGAL GUARDIAN. Only one (1) Entry Submission per child (any additional Entry Submissions will be deemed null and void after receipt of the first). An "Entry Submission" consists of the following:

- a. Entrant's and the Entrant's parent's/legal guardian's contact information (name, email address, zip code, and phone),
- b. Entrant's school and grade,
- c. Entrant's shirt size, and
- d. Answers to short questions regarding what makes a good leader.

Entry Submissions must comply with the Submission Requirements in Section 4 below. **PARENTS OR LEGAL GUARDIANS MAY NOT PARTICIPATE IN THE WEEKLY SUBJECT COMPETITIONS; ONLY ELIGIBLE CHILDREN SHOULD PARTICIPATE. LIMIT: one (1) Entry Submission per child, per subject competition. Each Entrant agrees to be bound by these Official Rules and all decisions of Sponsor and the Penguins.** All Entry Submissions must be received by the Subject Competition End Date noted in Section 1 above. Entry Submissions may not be acknowledged or returned. Proof of online submission is not considered proof of delivery or receipt. The Released Parties (as defined below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, gargled, delayed or misdirected Entry Submissions; all of which are void. By participating, Entrants agree to be bound by the Official Rules and the decisions of Sponsor, which are binding and final on all matters relating to the Contest. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein. For purposes of this Contest, Sponsor's computer will be the official time keeper.

**4. SUBMISSION REQUIREMENTS.** All submissions must meet the following criteria (the "Submission Requirements"):

- All assignments must be completed only by the child;
- All assignments will take place on Sponsor's application: https://www.1teamnetwork.com/landing?from=https%3A%2F%2Fwww.1teamnet work.com%2Fcollections%2F1160140
- Assignment materials can be refused or rejected if:

- Entrant attempts to enter the Contest in a fashion not authorized by these Official Rules;
- The Assignemnt materials are submitted on behalf of a child without permission from their parent/legal guardian;
- The submitted Assignment materials contain any plagiarism;
- Entrant's Assignment materials contain false or misleading information, or are late, falsified, illegible, damaged or incomplete or otherwise irregular;
- Entrant's Assignment materials are not in compliance with these Official Rules, including without limitation, the Submission Requirements.

By submitting Assignment materials, each Entrant acknowledges and agrees that the responses and/or descriptions contained therein may be made publicly available. By submitting Assignment materials, Entrants represent and warrant (a) the Assignment materials are original; (b) the Assignent materials have not been previously published; (c) the Assignment materials meet the Submission Requirements; and (d) publication of all or a portion of the Assignment materials in any medium will not infringe the rights of any third party. By submitting Assignment materials, Entrants grant Sponsor, the Penguins, and each of their affiliates, employees and agents (the "Licensed Parties") a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Assignment materials, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, and including for promotional or marketing purposes, without any approval by Entrant and without any compensation due to Entrant. If requested, Entrant will sign any documentation that may be required for the Licensed Parties to use the Assignment materials as set forth herein. Entrants also agree to indemnify and hold harmless the Licensed Parties from any claims arising out of the Assignment materials or the use thereof by the Licensed Parties.

Any attempt by any Entrant to submit more than the stated number of Assignment materials by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that Entrant's Assignment materials and that Entrant may be disqualified from the entire Use of any automated system to participate is prohibited and will result in Contest. disqualification. In the event of a dispute as to the ownership of Assignment materials submitted through the Website, the eligible child of the authorized account holder of the email address used to submit the Assignment materials will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner's parent/legal guardian may be required to show proof of being the authorized account holder of the email address associated with the winning Assignment materials. By submitting Assignment materials, the Entrant agrees that the Assignment materials adhere to the Submission Requirements and that Sponsor's judges, in their sole discretion, may remove and/or disqualify an entrant from the Contest if the judges believe that the Assignment materials fail to conform to the Submission Requirements in any way.

## 5. JUDGING:

The scoring guide used for each subject competition will be based on a score of 1-5 with

5 being deemend an "Outstanding" score and 1 being a "Very Poor" score. The description of each score is as follows:

Score Level	Description
5 – Outstanding	Well written and very organized. Excellent grammar mechanics. Clear and concise statements. Excellent effort and presentation with detail. Demonstrates a thorough understanding of the topic.
4 – Good	Writes fairly clear. Good grammar mechanics. Good presentations aad organization. Sufficient effort and detail.
3 – Fair	Minimial effort. Minimal grammar mechanics. Fair presentation. Few supporting details.
2 – Poor	Somewhat unclear. Shows little effort. Poor grammar mechanics. Confusing and choppy as well as incomplete sentences. No organization of thoughts.
1 – Verry Poor	Lacking effort. Very poor grammar mechanics. Very unclear. Limited attempt to address topic.

On or around each End Date (as presented in Section 1) three (3) winners will be selected as the winners for that particular subject competition. Those winners will be presented as either a first place winner, a second place winner, or a third place winner. In the event of a tie, Entrant with the highest score in the "What are your top three takeaways from this week's lesson" category will be awarded the higher ranking.

During the entire Contest Period, the 25 entrants with the highest cumulative scores throughout the Contest Period will be invited to attend the Pittsburgh Penguins game on March 28, 2024.

6. WINNER NOTIFICATION: The winners will be notified by phone or email using the contact information provided. All potential winners may be subject to verification of eligibility and each potential winner may be required to sign and return an Affidavit of

Eligibility/Release of Liability/Prize Acceptance Form ("**Release**") within forty-eight (48) hours after notification. No winner is eligible to receive a prize unless (1) their parent/legal guardian provided consent to submit all Assignment materials; and (2) the winner is confirmed to have complied with these Official Rules, including the notification and verification requirements set forth in this Section 6. If a potential winner cannot be reached (regardless of reason), does not respond within the designated time instructed by Sponsor (or if not instructed, within forty-eight (48) hours), or any prize notification is returned as undeliverable, the potential winner may be disqualified, and an alternative winner may be chosen based on the next highest judging score received. Failure to comply with any term or condition in these Official Rules may result in disqualification at Sponsor's sole discretion. In the event that a potential winner is disqualified for any reason, another potential winner may be selected. Sponsor, in its sole discretion, may limit the number of attempts to award a prize (as described below) to not more than two (2) attempts. In such case, if a potential winner cannot be confirmed after two (2) attempts, the prize may remain un-awarded, in Sponsor's sole discretion.

## 7. PRIZES:

a. Weekly Subject Competition Prize: The first place prize for each weekly subject competition will be a custom Pittsburgh Penguins Jersey. Total Approximate Retail Value ("ARV") of such prize: \$200.

The second place prize for each weekly subject competition will be an autographed puck from a Pittsburgh Penguins player. Total ARV of such prize: \$50.

The third place prize for each weekly subject competition will be an autographed photo of a Pittsburgh Penguins player. Total ARV of such prize: \$30.

**b. Penguins Game Prize**: The 25 Entrants with the highest cumulative score throughout the Contest Period will win a ticket to attend a Pittsburgh Penguins game on March 28, 2024. Total ARV of such prize: \$100.

<u>Prize Restrictions and Delivery</u>: Attendance at the Pittsburgh Penguins game is subject to ticket terms and conditions and winners and guests must follow all Penguins and venue safety protocols that may be required by the Penguins and/or PPG Paints Arena. Sponsor and Penguins will not be responsible in the event that the winners and/or guests are denied entry to the game for any reason, including for failure to comply with any applicable venue rules or safety protocols. Game is subject to, among other things, delay, postponement, rescheduling and cancellation by game coordinators. In the event of game postponement, rescheduling or cancellation, the winner will be notified by the Penguins, who may substitute the prize ticket for tickets to a game to take place at a later date, to be determined at the Penguins' sole discretion. No cash or other substitution or exchange of Prize (or any element thereof) is permitted, except at Sponsor's sole discretion. Limit: one (1) Prize per person. Each winner agrees that the prize is personal to the winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. Winner will not receive compensation from Sponsor for Prize

items that the winner is unable to use, including, without limitation, due to winner's or guest's unavailability or due to cancellation or postponement of the Game. All federal, state and local taxes are the sole responsibility of winner. Prize consists of only those items specifically stated as part of the Prize. All expenses and costs associated with the acceptance or use of the Prize that are not expressly specified in these Official Rules as being part of the prize are the sole responsibility of each winner, including, without limitation, transportation to/from the game. Sponsor reserves the right to substitute the prize (or portion thereof) with a prize of equal or greater value in its sole discretion. If required by law, winners will be issued a 1099 tax form for the Prize value. Sponsor will not replace any lost or stolen prize items.

8. **PUBLICITY:** Participation in the Contest constitutes permission to the Licensed Parties to use the Entrant's name, city and state of residence, Assignment materials, comments, quotes and other information provided in connection with the Contest for advertising and publicity purposes, including on the Website and at the applicable Penguins home game, without prior notice, approval or inspection, and without compensation (unless prohibited by law). If requested, Entrant will sign and return a publicity release and such other documents as may be required pursuant to these Official Rules.

**9. NHL RULES**: These Official Rules shall in all respects be subject to and subordinate to each of the following, as such may be amended from time to time: (a) the NHL Constitution; (b) the NHL By-laws; (c) all other rules, regulations and policies of the NHL and the resolutions of its Board of Governors; (d) any collective bargaining agreement between the NHL and/or its member clubs and other parties; (e) all consent decrees and settlement agreements entered into, between or among the NHL and its member clubs or the NHL, NHL member clubs and/or other persons in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of Governors, the NHL Commissioner, or the NHL Constitution; (f) any television or cable, radio, or other media network agreements between the NHL and third parties; and (g) any national corporate marketing, licensing, sponsorship or similar agreements between the NHL (or NHL affiliates) and third parties, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the Commissioner.

**RELEASE OF LIABILITY AND GENERAL CONDITIONS:** By participating, each 10. Entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, the Penguins, their respective parent, affiliates, subsidiaries, and advertising and Contest agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Entrant's participation in the Contest, creation and use of the Assignment materials, or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize (including any travel or activity related thereto), and for claims based on intellectual property rights. The prize winner agree to confirm the foregoing grants in writing upon Sponsor's or its designee's request and to cooperate with Sponsor by executing any additional documents Sponsor deems necessary in its discretion to secure all rights needed for Sponsor to use the Assignment mateirals for advertising and/or promotional purposes. Failure to confirm these grants in writing may result in disqualification of the Prize winner, at Sponsor's sole discretion. The Prize winner may be featured in follow-up promotional materials and activities of Sponsor. Sponsor reserves the right to modify and/or edit any Assignemnt material copy for the purpose of press releases and for feature stories in publications. By participating in the Contest, Entrants acknowledge and agree that publication of any Assignment materials on the Website or in any other media at any time during the Contest in no way indicates that an Entrant has been selected to receive a prize.

DISPUTES: Except where prohibited, all Entrants agree that: (1) any and all disputes, 11. claims and causes of action arising out of or connected with the Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts in the Commonwealth of Pennsylvania; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) Entrants hereby waive 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

12. MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Assignemnt materials or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of the Assignement materials, or the announcement of the Prize. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Contest or Website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Assignment materials will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or entry of Assignment materials, Sponsor reserves the right at its sole discretion to cancel, suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Proposal Submissions received prior to

action taken using the judging procedure outlined above. Any use of robotic, automatic, programmed, or the like methods of participation will void all such entries by such methods.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**13. PRIVACY:** All information submitted to Sponsor and the Penguins as part of the Contest will be treated in accordance with Sponsor's privacy policy, available at <u>https://thepavementgroup.com/privacy-policy/</u> and the Penguins privacy policy available at https://www.nhl.com/penguins/team/privacy-policy and these Official Rules. If you are selected as a winner, your personal information may be included on a publicly-available winner's list.

14. WINNERS' LIST: For the names of the Winners, send a self-addressed, stamped envelope to "Locker Room Leadership" Winner's List, c/o Brianna Grady, Pittsburgh Penguins LP, 1001 Fifth Avenue, Pittsburgh, PA 15219. Requests for winner's list must be received ninety (90) days after the Contest Period.

**15. SPONSOR:** The Pavement Group, Inc., 6041 Wallace Road, Wexford, PA 15090.