2024–25 TD BANK PASS CLINICS 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.** <u>Sponsor and Administrator</u>: 2024-25 TD BANK PASS CLINICS SWEEPSTAKES ("Sweepstakes") is sponsored and administered by Boston Professional Hockey Association, Inc. ("Sponsor").
- 2. General: The Sweepstakes begins on Wednesday, October 2, 2024, and runs until the Boston Bruins' last home game of the 2024-2025 regular season on Thursday, February 13, 2025 (collectively the "Sweepstakes Period"). Thirteen (13) winners will be chosen from all eligible entries approximately two weeks before each select Boston Bruins home game. The odds of winning a prize depend on the 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 in the Sweepstakes, 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 Sweepstakes.
- **3.** Eligibility: The Sweepstakes is open only to Entrants who are legal U.S. residents of MA, CT, NH, VT, and ME who are at least 18 years of age on Wednesday, October 2, 2024. Nominated organizations must be a 501(c)(3) non-profit with players 8-12 years old at the time of submitted Entry and headquartered in MA, CT, NH, VT, and ME. Void where prohibited. Employees of Sponsor, Delaware North Companies, Inc. Boston ("DNCB"), TD Bank, 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. <u>How to Enter:</u>** No Purchase Necessary to Enter or Win. To enter the Sweepstakes on behalf of a deserving youth hockey team by filling out the form at https://www.nhl.com/bruins/community/pass-clinic. Winner will be selected at random by Sponsor. 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. Only one Entry per person.

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 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.

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>Prizes:</u> Odds of winning a prize will vary based on the number of Entries in the Sweepstakes. Thirteen (13) prizes will be awarded during the Sweepstakes Period. Winners (organizations) are eligible to win one (1) prize each only. The prize includes a one-hour long clinic open to 50 youth hockey players in the Squirt/U10 or Pee Wee/U12 age classifications, Boston Bruins & TD Bank giveaways, 100 tickets to a

Bruins home game, and a \$1,000 donation to the youth hockey organization. Sponsor will determine an acceptable Bruins home game for the prize. The approximate value of the prize is \$120 per ticket (100), \$1,000 donation, \$13,000 total. 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 there are no date or seat substitutions. Transfer of any prize is prohibited unless approved by Sponsor.

6. <u>Determination of Winners:</u> Thirteen (13) winners will be selected at random from all eligible Entries approximately two weeks before each select Boston Bruins home game beginning October 10, 2024, and ending February 27, 2025. Sponsor will notify the winner via the email provided in the Sweepstakes 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 48 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 Sweepstakes, and of selection of the winners. Sponsor's decisions are final, binding and conclusive on all matters related to the Sweepstakes.

- 7. <u>Disclaimer:</u> By entering the Sweepstakes 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 Sweepstakes, 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, TD Bank, 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, TD Bank, 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 Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes.
- 8. Conditions and Limitations of Liability: 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 Sponsor which corrupt or affect the administration, security, fairness, integrity of the game or Sweepstakes, 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. Sponsor, DNCB, TD Bank, 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 Sweepstakes.

- 9. Governing Law and Venue: The Sweepstakes 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 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, 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.** <u>Publicity consent:</u> By submitting an Entry 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 Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
- **11.** <u>Privacy:</u> Information entrants provide to Sponsor will be maintained and used in accordance with Sponsor's Privacy Policy located at https://www.nhl.com/bruins/team/privacy-policy and these Official Rules.
- **12.** <u>Winners List:</u> To request any legally required winner's list, send an email with subject line: "TD Bank PASS Clinics Sweepstakes 2024-25" to bruins@bostonbruins.com.