

2023 – 24 Arbella Kid Captain Contest

NO PURCHASE NECESSARY.

Official Rules

1. **General:** This Contest is sponsored by the Boston Professional Hockey Association, Inc. (the “Sponsor”). By participating in this Contest, each entrant and winner acknowledges and agrees to all of these Official Rules. Void where prohibited. The Contest begins on Tuesday, September 12th, 2023 at 9 a.m. and ends Saturday, February 24th, 2024 at 9 a.m. (the “Contest Period”). All times in this Contest refer to Eastern Daylight Time. All decisions of the Sponsor are at its sole discretion and are binding and final. Failure to comply with these rules will result in disqualification from this contest.

2. **Eligibility:** This Contest is intended for parents or legal guardians of children ages 8-12 years as of Tuesday, September 12th, 2023, and fully registered with USA Hockey. Entries must be submitted on behalf of the child by a parent or legal guardian who is 18 years of age or older as of Tuesday, September 12th, 2023. The entrant and child must be legal U.S residents of MA, CT, NH, VT, or ME. Employees of Sponsor and Delaware North Companies, Inc- Boston (“DNCB”), Arbella Insurance Group, any Insurance Agency or Agent (including their employees) appointed by any member of the Arbella Insurance Group, 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.

3. **How To Enter:** **No purchase necessary. A purchase will not increase the odds of winning.** There is one (1) method of entry. To enter the contest, visit BostonBruins.com/KidCaptain during the Contest Period and complete the form. By submitting an entry (accepting any prize), each entrant understands and agrees their entry, including any part of the narrative, named persons, and multimedia elements, child’s first name and 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 disqualify any entry which Sponsor determines in its discretion to not be in compliance with these Rules.

4. **Prizes:** A minimum of twelve (12) prizes will be awarded throughout the Contest period. The prize will consist of four (4) tickets to a Bruins home game, a personalized jersey, brand new equipment (helmet, gloves, pants & socks), and VIP “Kid Captain” experience at the game. 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 total prize value is \$750.00. The prizes cannot be exchanged for cash and there are no dates or seat substitutions. Transfer of any prize is prohibited. 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. Upon request, winner must provide Sponsor with identification required for Sponsor to comply with any applicable laws, including tax reporting obligations. The Sponsor reserves the right to substitute a similar prize of equal or greater value at its sole discretion. Entrants are eligible to win one (1) prize set only.

5. Determination of Winners: Throughout the contest period, Sponsor will select twelve (12) winners based on the creativity and originality of their story as to why their child wants to be the next Kid Captain. A winner will be selected approximately two (2) weeks before each of the designated Kid Captain Games until the close of the contest Period. Odds of winning depend on the number of valid entries received. Winners will be notified by email no later than 5:00 P.M. approximately two (2) weeks prior to the preselected game. The Sponsor's decisions are final, binding, and conclusive on all matters related to the contest. The winner, as parent or legal guardian of the Kid Captain, will be required to sign and return a form of release giving Sponsor the irrevocable right without any further notice, review, or consent to print, publish, broadcast, distribute, and use winner's and child's photo, name and biographical information as news, publicity or information without any further compensation. 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.

6. Disclaimer and indemnity: By entering the contest, the entrant, on behalf of entrant's self and their child, assumes all liability for any liability, injury or damages caused or claimed to be caused by, arising out of or in connection with their and their child's participation in the contest, submission of the entry, and/ or the acceptance and/ or use of any prize. The entrant, on behalf of entrant's self and their child, hereby releases, indemnifies and holds harmless the Sponsor, DNCB, the NHL, NHL member clubs, Arbella Insurance Group, 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 the Sponsor, DNCB, Arbella Insurance Group, or their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents and employees or 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. Entry constitutes permission (except where prohibited by law) to see winner's and child's name, city, state, and likeness for purposes of advertising, promotion, and publicity without additional compensation.

7. Internet: 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 the Sponsor which corrupt or affect the administration, security, fairness, integrity of the game or Contest, 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 Contest. The Sponsor, DNCB, Arbella Insurance Group, 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 other person's computer related to or resulting from

participation or downloading any materials in this Contest. If there is a dispute as to the identity of an online entrant, the prize will be awarded as determined by Sponsor in its sole discretion.

8. Disputes/Choice of Law: Except where prohibited, each participant, on behalf of participant's self and child, 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, 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) each participant, on behalf of participant and child, 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 contest and all aspects related thereto.

9. Privacy: Information participants provide to Sponsor will be maintained and used in accordance with Sponsor's [Privacy Policy](#) and these Rules.

10. Publicity: By submitting an entry, voting, or accepting a prize, where permitted by law, the participant 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 and his/her child's name, portrait, picture, voice, likeness, image or statements about the sweepstake, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

11. Winner Announcement: Winners will be notified by email no later than 5:00 P.M. approximately two (2) weeks prior to the preselected game.