BRUINS ACADEMY FLAT BLADES CHALLENGE

OFFICIAL CONTEST RULES

- 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, THE ENTRANT AGREES TO THESE OFFICIAL CONTEST RULES AS A BINDING CONTRACT.
- 1. <u>Sponsor and Administrator</u>: Bruins Academy Flat Blades Challenge ("Contest") is sponsored and administered by Boston Professional Hockey Association, Inc. ("Sponsor").
- 2. <u>General:</u> By participating in this Contest, the participant ("Entrant") acknowledges and agrees to these Official Rules. Void where prohibited. Contest begins on Monday, June 24, 2024, at 9:00AM, and runs until Friday, September 6, 2024, at 11:59PM, (collectively the "Contest Period"). 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. All times in this Contest refer to Eastern Daylight 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 Contest.
- 3. <u>Eligibility:</u> The Contest is open only to Entrants who are legal U.S. residents of MA, CT, NH, VT, RI and ME who are 18 years of age or older as of Monday, June 10, 2024, and are the parents or legal guardians of a child 12 years of age or younger as of Monday, June 24, 2024. Employees, officers, directors, managers and members, along with their respective immediate family members, of Sponsor and Delaware North Companies, Inc- Boston ("DNCB"), and each of their affiliates, and any other entities involved in any manner with the marketing, sponsoring, fulfilling or administration of the Contest (collectively, the "Contest Entities"), are not eligible to participate or win. The term "immediate family member" includes spouses, parents, stepparents, children, stepchildren, siblings, stepsiblings, grandchildren, stepgrandchildren 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. Entrants should head to https://www.nhl.com/bruins/community/academy/flat-blades-

challenge and complete the Entry form for their child. The form requires Entrant's name, child's name, state of residence, email address, a "Where did you take Flat Baldes this summer?" write-up, and an uploaded photo of Blades' adventure(s) by Friday, September 6, 2024, at 11:59PM. 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. Normal Internet access, phone charges and usage charges imposed by Entrant's online/ phone service provider will apply.

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.

Entrant may be asked to consent to receive promotional emails or offers. This is optional and does not affect Entrant's chances of winning a prize in this Contest. Entrant is NOT required to give consent to receive such emails or offers in order to participate in the Contest or win any prize. Entrant 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 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. <u>Determination of Winner:</u> At the conclusion of the Contest Period, three (3) winners will be selected. Winner will be selected from all eligible Entries. Judges will be looking for creative coloring of Blades, photos, and write-ups of his adventures. The winner will be notified by phone and/or email no later than Friday, September 13, 2024. The Sponsor's decisions are final, binding and conclusive on all matters related to the Contest. 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.
- 6. <u>Prizes:</u> Three (3) prizes will be awarded at the conclusion of the Contest Period. The prize will consist of a signed Bruins player photo. Sponsor reserves the right to, at its sole discretion, substitute or award an alternative prize of approximate value with no further obligation to the winner. The value of the prize is \$100. The prize cannot be exchanged for cash. 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.
- 7. <u>Disclaimer and indemnity:</u> By entering the Contest, (in the case of the Entrant) or by accepting the prize (in the case of the Winner), each Entrant and Winner, on behalf of himself/herself and his/her minor child, waives, discharges and fully releases the Contest Entities, along with such entities' respective officers, directors, managers, members, affiliates and employees, in addition to the National Hockey League (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 Contest 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 Contest 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 Contest or access or download any materials relating to the Contest 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, ON BEHALF OF HIMSELF/HERSELF AND HIS/HER MINOR CHILD, 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 CONTEST OR ANY CONTEST-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 EACH 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 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 Contest, and/or cancel, terminate, modify or suspend the Contest. The Sponsor, DNCB 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 Contest. 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 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) 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 Contest 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 Entrant's and Entrant's minor child's 's name, 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.
- 12. <u>Winners List</u>: To request any winner's list, send an email with subject line: "Bruins Academy Flat Blades Challenge" to <u>BruinsMarketing@DelawareNorth.com</u>

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