

**“F.N.B. SMALL BUSINESS DEVELOPMENT CAMP CONTEST”  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST, AND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**

**1. OVERVIEW:** The “F.N.B. Small Business Development Camp Contest” (the “**Contest**”) begins at 8:00:00 AM Eastern Time (“**ET**”) on August 16, 2024 and ends at 11:59:59 PM ET on December 9, 2024 (the “**Contest Period**”). The Contest consists of six phases (each, a “**Phase**”) as set forth in the table below.

<b>Phase</b>	<b>Start Date (at 8:00:00 a.m. ET)</b>	<b>End Date (at 11:59:59 p.m. ET)</b>
Nomination	August 16, 2024	September 4, 2024 (“Nomination End Date”)
Initial Judging Phase	September 5, 2024	September 12, 2024
Notification of Finalists	September 13, 2024	September 13, 2024
Announcement of Finalists	September 16, 2024	September 16, 2024
Program	October 21, 2024	November 29, 2024
Competition and Winners Announced	December 2, 2024	December 9, 2024

**2. HOW TO MAKE A NOMINATION:** During the Nomination Phase, local business owners can nominate their company for a chance to participate in a series of educational seminars led by financial and business experts of the Sponsor (as defined in Section 13) and Pittsburgh Penguins LP (the “**Pittsburgh Penguins**”). Each Business nominated as part of a Nomination must meet the Business Eligibility Requirements in Section 3(b) below. A “Nomination” consists of the following:

- a. Providing basic demographic and personal information of the nominating owner: name, title, email address, and phone number.
- b. Providing the name, address, year of formation of the Business, EIN of the Business and website of the Business to be nominated.
- c. Answering the following questions:
  - i. Is the Business registered in Pennsylvania?

- ii. Is the Business located in the City of Pittsburgh?
- iii. Is the Business certified as a MWDBE (minority, women and disadvantaged business)?
- iv. Approximately how many employees does the Business have full-time and part-time?
- v. How does the Business rate the dependability of its employees on a scale of 1-5 (1 being very unsatisfactory and 5 being very dependable)?
- vi. In 2023, did the Business generate over \$100,000 in gross revenues?
- vii. In 2023, what were the gross revenues of the Business?
- viii. In 2023, what were the gross expenses of the Business?
- ix. What best describes the Business bank account?
- x. Describe what participation in this program is vital for the Business.
- xi. Please upload the Business Dec 2023 Interim Financial Statements.
- xii. Please submit a video (one minute or less in length) describing the Business services.

Nominations must comply with the Nomination Guidelines in Section 4 below. **LIMIT: one (1) Nomination may be made per person.** Multiple people may enter a Nomination on behalf of the same Business so long as such individuals are an owner of such Business. All Nominations must be received by the Nomination End Date noted in Section 1 above. The Released Parties (as defined below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, gargled, delayed or misdirected Nominations; all of which are void. By participating, Nominators and Businesses (both as defined below) 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. Contest is subject to all applicable federal, state and local laws. **VOID WHERE PROHIBITED.** For purposes of this Contest, the Pittsburgh Penguins' computer will be the official time keeper.

### **3. ELIGIBILITY:**

- a. Nominator Eligibility: To be eligible to make a Nomination, you must be a legal resident of the State of Pennsylvania, own or operate an eligible business (as defined in Section 3(b)), and eighteen (18) years of age or older as of the time of entry. Each eligible person who makes a Submission is a “**Nominator**”.
- b. Business Eligibility: Businesses eligible for nomination must be currently active and in good standing with the Pennsylvania Department of State and have its principal place of business located in Pennsylvania. In addition, such Businesses

must have gross revenues that are equal to or less than \$250,000 annually and the owner of such Business must be at least 18 years of age. The Business must have an employee headcount that is less than or equal to 20 employees and non-profit organizations are not eligible to participate in the Contest. The Business must also have been profitable for the previous two years (i.e., 2022 and 2023).

Eligible Businesses must have a business purpose that is not, and/or does not promote (i) activities that are sexually explicit, obscene, pornographic, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), offensive, threatening, profane, or harassing; (ii) alcohol, illegal drugs, tobacco, firearms/weapons (or the sales or use of the foregoing) or any activities that may appear unsafe or dangerous; or (iii) any political or religious agenda or message (a “**Business**”).

- c. Business Verification: Once a Nomination has been made for a Business, the Business is subject to certain verification of eligibility requirements set forth by Sponsor, including the requirements listed below (“**Business Verification**”). The owner/operator of the Business must:

- Consent to participate in the Contest;
- Submit to a credit check and complete any documentation required by Sponsor to complete such credit check;
- Provide all requested documentation to prove full ownership of the Business;
- Sign and return an affidavit of eligibility; and
- Agree to be bound by the Official Rules of the Contest.

If the owner(s) of a nominated Business cannot be reached (regardless of reason), does not respond within the designated time, or any nomination notification is returned as undeliverable, then such Business may be deemed ineligible. Sponsor and the Pittsburgh Penguins and each of their employees, parent companies, affiliates, subsidiaries, related companies, representatives and agents (collectively, “**Contest Parties**”) and members of their immediate families (spouse and parent, children, siblings and their respective spouses, regardless of where they reside or persons living in the same household (whether related or not)), are not eligible to participate in the Contest.

- 4. NOMINATION GUIDELINES:** Each Nomination must meet the following criteria, as applicable:

- Answers to the twelve (12) Nomination questions must be no more than 3,000 characters per question and must be in English;
- Submission must be an original work of the Nominator;
- Submission must not:

- contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), offensive, threatening, profane, or harassing;
- promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of the foregoing) or any activities that may appear unsafe or dangerous;
- promote any political or religious agenda or message;
- contain material that violates or infringes another's rights, including, but not limited to, material that violates privacy, publicity or intellectual property rights or that constitutes copyright infringement.
- Notwithstanding the foregoing, Sponsor reserves the right to permit, in its sole discretion, incidental and non-infringing uses of trademarks owned by others.

Nominators represent and warrant (a) the Nomination is original; (b) the Nomination has not been previously published; (c) the Nomination meets the Nomination Guidelines; and (d) publication of all or a portion of the Nomination in any medium will not infringe the rights of any third party. By entering a Nomination, Nominators grant Sponsor, Pittsburgh Penguins and each of their respective 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 Nominations, 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, including for promotional or marketing purposes. If requested, Nominator will sign any documentation that may be required for the Licensed Parties to use the Nomination as set forth herein. Nominators also agree to indemnify and hold harmless the Licensed Parties from any claims arising out of the Nomination or the use thereof by the Licensed Parties. Nominators must have permission/authorization from the Business to submit the Business in this Contest and provide all required information in the Nomination.

## 5. INITIAL JUDGING AND VOTING:

- a. Initial Judging Phase: During the Initial Judging Phase, all eligible Nominations for Businesses that have passed the Business Verification will be judged by a panel of five (5) individuals comprising of individuals from Sponsor and Pittsburgh Penguins representatives, based on the following judging criteria:
  - i. Scalability: The ability to scale the Business on a national scope. This will account for 40% of the judging score.
  - ii. Financial Need: The need of financial resources for the Business. This will account for 25% of the judging score.
  - iii. Community Impact: The impact such Business has on the community. This will account for 35% of the judging score.

The ten (10) Businesses with the highest scores will move to part two of the Initial Judging Phase. Sponsor reserves the right, in its sole discretion, to choose less than

ten (10) Businesses to advance if Sponsor determines that there are less than ten (10) Businesses that adequately meet the judging criteria above. Sponsor will not disclose judging scores. Decisions of the Sponsor and judges are final and binding. As part of phase two of the Initial Judging Phase, the judges will review answers to the following questions in order to determine a list of five (5) Businesses which will be deemed to have made the Final Judging phase (“**Finalists**”).

- i. Is there a plan for the Business to scale the product/service?
- ii. What is the plan to increase the customer base of the Business?
- iii. What value does the product or service offer to the Pittsburgh region?
- iv. What is the sustainability plan for the product or service such as revenues or funding streams?
- v. Why is the product or service different from others already on the market?
- vi. How does the Business intend to raise capital needed in order to roll out the product or service?
- vii. Does the Business need help with articulating the business brand? If so, explain how.

The above questions are all weighted equally and the judges will compile a score to determine the five Finalists based on the responses to the answers above.

- b. Final Judging Phase/Winner Announcement: Once the five Finalists are selected, each Finalist will receive technical assistance from Sponsor and Riverside Center for Innovation through a six-week training program (the “**Program**”) consisting of educational speakers, workshops and classes led by Sponsor and Pittsburgh Penguins executives. This will prepare the five Finalists for the competition and final judging phase. During the final judging phase, the Finalists will have the opportunity to present in person to a different set of judges comprised of individuals from the Sponsor and the Pittsburgh Penguins. Such presentation shall address the questions listed during part two of the Initial Judging Phase so that the Business can explain why their Business is most deserving of the Grand Prize (as defined below).

**Finalists must attend each and every week of the Program to be eligible for the prizes below.**

The Finalist with the highest score as determined in the sole discretion of the judges at the end of the competition will be deemed the Grand Prize winner (the “**Grand Prize Winner**”), subject to verification. In addition, the second highest score will be deemed the Second Prize Winner, subject to verification (the “**Second Prize Winner**”), the third highest score will be deemed the Third Prize Winner, subject to verification (the “**Third Prize Winner**”), the fourth highest score will be deemed the Fourth Prize Winner, subject to verification (the “**Fourth Prize Winner**”), the

fifth highest score will be deemed the Fifth Prize Winner, subject to verification (the “**Fifth Prize Winner**” and, collectively, with the Grand Prize Winner, the Second Prize Winner, the Third Prize Winner and the Fourth Prize Winner, shall be deemed the “**Winners**”). In the event of a tie, the affected scores will be reviewed by the judges to determine a head-to-head winner based on the criteria set forth in Section 5(a) above. All decisions of Sponsor regarding the Contest are final and binding on all participants, and selection of all Finalists and the Winners is within the sole discretion of Sponsor.

**6. NOTIFICATION:** The potential Winners will be notified by phone or email using the contact information provided during the Business Verification. Within three (3) days following the date of notification, the potential Winners must complete, sign and return as instructed a W9 form. If a potential Winner cannot be reached (regardless of reason), does not respond within the designated time, 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 respond within Sponsor’s designated time period will cause the potential Finalist to forfeit the prize. Upon disqualification at any stage, no further compensation will be given. 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 finalist or potential Winner is disqualified for any reason, another finalist or Winner may be selected. Sponsor, in its sole discretion, may limit the number of attempts to award a prize (as described below) to two (2) attempts. In such case, if a potential finalist or potential Winner cannot be confirmed after two (2) attempts, the prize may remain un-awarded, in Sponsor’s sole discretion.

**7. PRIZES:** One (1) Grand Prize Winner will receive a Twenty-Five Thousand Dollar (\$25,000) grant (in the form of a check or wire transfer awarded in the name of the Business, to be determined in Sponsor’s sole discretion) from Sponsor towards making business improvements. In addition, the Grand Prize Winner may refer to themselves as the “Small Business Development Camp Champion”. The Grand Prize Winner will also receive Penguins sponsorship assets including digital advertising, radio advertising, in-arena visible signage, two (2) F.N.B. club tickets for five (5) NHL games at PPG Paints Arena and an invite to one (1) corporate partner event (such prizes shall be determined in the sole discretion of the Contest Parties).

The Second Prize Winner will receive a Fifteen Thousand Dollar (\$15,000) grant (in the form of a check or wire transfer awarded in the name of the Business, to be determined in Sponsor’s sole discretion) from Sponsor towards making business improvements. The Second Prize Winner may also refer to themselves as a “Small Business Development Camp Finalist”. The Second Prize Winner will also receive in-arena visible signage, radio advertising, two (2) F.N.B. club tickets for four (4) NHL games at PPG Paints Arena and an invite to one (1) corporate partner event (such prizes shall be determined in the sole discretion of the Contest Parties).

The Third Prize Winner will receive a Ten Thousand Dollar (\$10,000) grant (in the form of a check or wire transfer awarded in the name of the Business, to be determined in Sponsor’s sole discretion) from Sponsor towards making business improvements. The Third Prize Winner may also refer to themselves as a “Small Business Development Camp Finalist”. The Third Prize Winner will also receive in-arena visible signage, radio advertising, two (2) F.N.B. club tickets for

three (3) NHL games at PPG Paints Arena and an invite to one (1) corporate partner event (such prizes shall be determined in the sole discretion of the Contest Parties).

The Fourth Prize Winner may refer to themselves as a “Small Business Development Camp Finalist”. The Fourth Prize Winner will also receive in-arena visible signage, radio advertising, two (2) F.N.B. club tickets for two (2) NHL games at PPG Paints Arena and an invite to one (1) corporate partner event (such prizes shall be determined in the sole discretion of the Contest Parties).

The Fifth Prize Winner may refer to themselves as a “Small Business Development Camp Finalist”. The Fourth Prize Winner will also receive in-arena visible signage, radio advertising, two (2) F.N.B. club tickets for one (1) NHL game at PPG Paints Arena and an invite to one (1) corporate partner event (such prizes shall be determined in the sole discretion of the Contest Parties)

Total ARV of all prizes to be awarded in the Contest: \$100,000. Odds of winning any prize will depend on the number of eligible Nominations made during the Nomination period; only one (1) Grand Prize, one (1) Second Prize, one (1) Third Prize; one (1) Fourth Prize and one (1) Fifth Prize will be awarded.

**8. PRIZE RESTRICTIONS/LIMITATIONS:** Winners may make no substitution or transfer of the prizes. The prizes are not exchangeable for cash. All federal, state and local taxes on prizes are the sole responsibility of the prize winner. The prizes consist of only those items specifically stated as part of the prize. All expenses and costs associated with the acceptance or use of the prizes that are not expressly specified in these Official Rules as being part of the prize are the sole responsibility of the prize winners. Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion. If required by law, winner will be issued a 1099 tax form or similar form for the prize value.

**9. PUBLICITY:** Participation in the Contest constitutes permission to the Licensed Parties to use the Nominator’s and Business’s name, city and state of residence, Nomination, comments, quotes and other information provided in connection with the Contest for advertising and publicity purposes without prior notice, approval or inspection, and without compensation (unless prohibited by law). If requested, Nominator and/or participating Business will sign and return a publicity release and such other documents as may be required pursuant to these Official Rules.

**10. GENERAL CONDITIONS:** By participating, each Nominator (and participating Business, if not same) 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, Pittsburgh Penguins, the Pittsburgh Penguins Foundation, 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 Nominator’s and/or Business’s participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize (including any travel or activity related thereto). Nominators, Businesses and 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 nomination materials 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 Winners may be featured in follow-up promotional materials and activities of Sponsor. Sponsor reserves the right to modify and/or edit any Submission copy for the purpose of press releases and for feature stories in publications. By participating in the Contest, Nominators and participating Businesses acknowledge and agree that publication of a Submission on the Website or in any other media at any time during the Contest in no way indicates that a Business has been selected to receive a prize.

**11. DISPUTES:** Except where prohibited, all Nominators (and participating Businesses, if not same) agree that: (1) any and all disputes, 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) Nominators and Business owners and operators 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.**

**12. MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Submissions 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 Nominations, the judging phases, or the announcement of the Winners. 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. Persons who tamper with or abuse any aspect of the Contest, 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 Nominations 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 Nominations, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner[s] from all eligible, non-suspect Nominations received prior to action taken using the judging procedure outlined above. **CAUTION: ANY ATTEMPT TO**



DELIBERATELY DAMAGE 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. SPONSOR:** First National Bank, 12 Federal St. Pittsburgh, PA 15212.

**14. LIST OF CONTEST WINNERS:** To obtain a complete list of winners, send a self-addressed, stamped envelope by March 9, 2025, to "F.N.B. Small Business Development Camp Contest", c/o Brianna Grady, 1001 Fifth Ave. Pittsburgh, PA 15219. Please include on the outer envelope "F.N.B. Small Business Development Camp Contest". The Official Rules will be located at [<https://www.nhl.com/penguins/community/small-business-development-camp>].

**ABBREVIATED RULES**

**NO PURCHASE NECESSARY:** Open to legal residents of the Commonwealth of Pennsylvania who are at least 18 years old at the time of entry. Void in all other jurisdictions and where prohibited by law. Begins on August 16, 2024 at 8:00:00 a.m. ET and ends on December 9, 2024 at 11:59:59 p.m. ET. To enter, fill out completely the entry form, including your full name and required contact information. By submitting the completed entry form, you will receive one (1) entry into the Sweepstakes. **LIMIT: ONE (1) ENTRY PER PERSON.** Five (5) winners will be selected and shall receive Pittsburgh Penguins marketing and promotional assets with a total Approximate Retail Value (“ARV”) - \$100,000. For Official Rules, please visit [<https://www.nhl.com/penguins/community/small-business-development-camp>]. Sponsor: First National Bank