

PPS ALL-Stars Preseason Penalty Box Experience Sweepstakes
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

1. **ELIGIBILITY:** The PPS All-Stars Preseason Penalty Box Experience Sweepstakes (the “Sweepstakes”) is open only to caregivers of a student currently attending a Pittsburgh Public School (“PPS”), who are at least eighteen (18) years of age at the time of entry. Void in all other jurisdictions and where prohibited by law. Employees, contractors, directors, agents and officers of Pittsburgh Penguins LP (“Sponsor”) and its parent, affiliates (including without limitation the National Hockey League (“NHL”) and all other member teams), subsidiaries, divisions, franchisees, distributors, sales representatives, consultants, sub-contractors, suppliers, legal counsel, retailers, advertising, public relations, promotional, fulfillment and marketing agencies, and all other service agencies involved with the Sweepstakes, and members of their immediate families (spouse, parents, children, siblings and each of their respective spouses) and household members of each such employee are not eligible to participate. By participating, entrants agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.
2. **TIMING:** The Sweepstakes begin on September 11, 2023 at 12:00:01 p.m. Eastern Daylight Time (“EDT”) and end on October 1, 2023 at 11:59:59 a.m. EDT (the “Sweepstakes Period”).
3. **TO ENTER:** During the Sweepstakes Period, caregivers of PPS students that have redeemed free tickets for a Pittsburgh Penguins 2023 preseason game will be automatically entered into the Sweepstakes. A caregiver of a PPS student will be awarded one (1) entry into the Sweepstakes so long as free tickets have been redeemed per the terms and conditions of the 2023-24 PPS All-Stars Program: <https://www.nhl.com/penguins/tickets/pps-all-stars>. Entries received before or after the Sweepstakes Period will not be accepted or be eligible to win the Prize. Multiple entrants are not permitted to share an email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified from the entire Sweepstakes. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email account used to register the email account will be deemed to be the registrant. 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 may be required to show proof of being the authorized account holder of the account associated with the winning entry.

4. **WINNER SELECTION:** Sponsor will randomly select six (6) potential winners from among all eligible entries received during the Sweepstakes Period. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. The potential winners will be notified by email using the contact information provided during registration. The potential winner will be subject to verification of eligibility, and may be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form ("Release") within twenty-four (24) hours of the date notice or attempted notice is sent in order to claim the Prize. If a potential winner cannot be reached (regardless of reason), there is a return of any Prize notification as undeliverable, or fails to provide the Release within the requested time period (if applicable), or is disqualified for any other reason, the potential winner forfeits the Prize and Sponsor will award the Prize to an alternate winner selected by a random drawing from among all remaining eligible entries received. Only one (1) alternative drawing will be held in Sponsor's discretion, after which the Prize will remain unawarded. Upon disqualification, 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. Odds of winning the Prize as set forth in Section 5 below will depend upon the total number of eligible entries received. The dates of the three drawings are as follows: September 22, 2023; September 26, 2023; and October 2, 2023.
5. **PRIZES & APPROXIMATE RETAIL VALUES:** Each winner will each receive two (2) tickets for a penalty box experience, which will allow the winner and a guest the ability to watch game warmups from the penalty box (the "Prize"). Approximate retail value ("ARV") of the Prize: \$1,000.

Prize Restrictions: No cash or other substitution or exchange of Prize is permitted, except by Sponsor as set forth below. All federal, state and local taxes are the sole responsibility of winners. Prize consists of only the item 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 the winner. Sponsor reserves the right to substitute the Prize (or portion thereof) with a prize of equal or greater value in its sole discretion. Sponsor will not replace any lost or stolen Prize items. 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. If required by law, winner will be issued a 1099 tax form for the Prize value.

6. **PUBLICITY:** Acceptance of the Prize constitutes permission to the Sponsor and its agents to use the winner's name and/or likenesses, Prize information, photograph, voice, and comments for purposes of advertising and trade without further notice, permission, or compensation, unless prohibited by law.
7. **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.
8. **RELEASE OF LIABILITY:** By participating in this Sweepstakes, entrants agree to release and hold harmless Sponsor, OVG360 Pittsburgh Facility LLC, Global Spectrum, L.P., ARAMARK Sports and Entertainment Services, LLC, the NHL, and each of their respective parent companies, subsidiaries, affiliates, advertising/promotion agencies, and each of their shareholders, partners, members, directors, officers, employees, franchisees, and agents ("Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of the Prize, and for claims based on publicity rights and intellectual property rights, defamation or invasion of privacy.
9. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor or the Penguins, in their sole

discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor and the Penguins reserve the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

10. **DISPUTES:** Except where prohibited, all entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes 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 Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrants be permitted to obtain awards for, and 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 Sweepstakes, 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.
11. **GENERAL CONDITIONS:** Released Parties are not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the Sweepstakes. Sponsor will not be responsible for incomplete, undecipherable, lost, late, damaged, misdirected or mutilated entries, misdirected or faulty messages or submissions, or for any technical problems, incorrect announcements of any kind, hardware or software failures of any kind including any injury or damage related to mobile devices or computers. Incomplete/illegible entries are void. Sponsor is not responsible for any human or other error that may occur in the processing of the entries, nor is Sponsor responsible for any error, omission, interruption, deletion, defect, or delay in operation or transmission, theft or destruction or unauthorized access to or alteration of entries, or for technical, network, telephone, computer hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or failures of any wireless or internet service providers, traffic congestion on the Internet or at any web site or any combination thereof, which may limit a person's ability to participate in the Sweepstakes or receive communications from Sponsor. If, for any reason, the

Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (i) cancel or terminate the Sweepstakes; (ii) modify or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (iii) award the prize in accordance with the winner selection criteria set forth above from among all eligible, non-suspect entries received. Sponsor reserves the right, in its sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY AND SHALL BE CONSTRUED ONLY ACCORDING TO UNITED STATES LAW.

12. **PRIVACY:** All information submitted to Sponsor as part of a Sweepstakes will be treated in accordance with Sponsor's privacy policy, available at <https://www.nhl.com/penguins/team/privacypolicy>. If you are selected as a winner, your personal information may be included on a publicly available winner's list.
13. **WINNERS' LIST:** For the names of the winners, send a self-addressed stamped envelope to PPS ALL-Stars Preseason Penalty Box Experience Sweepstakes Winners' List, c/o Delvina Morrow, Pittsburgh Penguins LP, 1001 Fifth Avenue, Pittsburgh, PA 15219. Requests for winner information must be received within ninety (90) days after the Sweepstakes Period.
14. **SPONSOR:** Pittsburgh Penguins, LP, 1001 Fifth Avenue, Pittsburgh, PA 15219.