#ProShopPrizeDay Sweepstakes - 2/17/21

Official Rules

- 1. <u>General</u>. By submitting an entry to this Sweepstakes, sponsored by the Boston ProShop ("the Sponsor"), the entrant acknowledges and agrees to all of these Official Rules. Void where prohibited. Sweepstakes begins at 8:00 a.m. Eastern Time on Wednesday, Feb. 17, 2021 and ends at 5:00 p.m. Eastern Time on Wednesday, Feb. 17, 2021 ("the Sweepstakes Period"). By entering the drawing, entrants agree to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are in its sole discretion and are binding and final. Failure to comply with these rules will result in disqualification from this Sweepstakes.
- 2. <u>Eligibility</u>. The Sweepstakes is open only to legal U.S. residents within the continental United States who are 18 years of age or older as of Wednesday, Feb. 17, 2021. Employees of the Sponsor and Delaware North Companies, Inc. Boston ("DNCB") 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 not eligible.
- 3. <u>How To Enter</u>. No Purchase Necessary. There is one (1) method of entry for the Sweepstakes. In order to participate, you must be a registered user on Twitter.com and follow @BostonProShop on Twitter. During the Sweepstakes Period, Sponsor will send a "tweet" from the handle @BostonProShop asking users to retweet (the "Sweepstakes Tweet") on Twitter.com. To enter, you must retweet the Sweepstakes Tweet using the retweet function within Twitter.com from your Twitter account during the Sweepstakes Period. An entry received outside of the Sweepstakes Period will be deemed ineligible.

To "follow" @BostonProShop on Twitter.com, log in to your Twitter account and select "Find People" from the tool bar at the top of the homepage. When the search box appears, enter "@BostonProShop" and then click on the "Search" button. Select "Follow" when the @BostonProShop icon appears.

Limit one (1) entry per person. Entries will not be acknowledged.

- 4. <u>Selection of Winner</u>. One (1) Winner will be selected from all eligible entries received during the Sweepstakes Period in a random drawing to be conducted within approximately three (3) days following the close of the Sweepstakes Period. The winner will be contacted via direct message on Twitter within that time frame. The Sponsor's decisions are final, binding, and conclusive on all matters related to the Sweepstakes. If the winner is not responsive within 24 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 selected.
- 5. <u>Prizes</u>. For this Sweepstakes, one (1) prize will be awarded to one (1) winner. The prize will consist of one (1) NHL Outdoors merchandise prize pack. The estimated value of the prize is \$90. The odds of winning depend on the number of eligible entries received. The prize cannot be exchanged for cash and there are no substitutions. Transfer of the prize is prohibited. All taxes and all other expenses, costs or fees, including parking and transportation, associated with the acceptance and/or use of the prize are

the sole responsibility of the winners. The Sponsor reserves the right in its sole discretion to substitute an alternate prize of approximately equal value.

- 6. Waiver, Indemnity, and Liability. By entering the Sweepstakes, the entrant assumes all liability for any personal injury or damages caused or claimed to be caused by, arising out of or in connection with his or her participation in the Sweepstakes and/or the acceptance and/or use of any prize, and hereby indemnifies, holds harmless and releases the Sponsor, DNCB, the NHL, NHL member clubs, and their respective parent companies, subsidiaries, affiliates, officers, directors, agents, and employees from any and all such liability. None of the Sponsor, DNCB and 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. Participation constitutes permission (except where prohibited by law) to use winner's name, city, state, likeness and/or voice for purposes of advertising, promotion, and publicity without additional compensation.
- 7. Internet. If for any reason, the Sweepstakes is not capable of running as planned, 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 Sweepstakes, the Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the Sweepstakes process, and/or cancel, terminate, modify or suspend the Sweepstakes. 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 alteration of, entries, (ii) are not responsible for any problems or technical malfunction of the internet service, any mobile networks, 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, or any combination thereof, including any injury or damage to the participant's or any other person's mobile phone or device related to or resulting from participation in this Sweepstakes.
- 8. <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 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, but in no event shall attorneys' fees be awarded; and (3) entrant hereby waives all rights to claim punitive, incidental, special, consequential or other damages, including without limitation lost profits (collectively, "Special Damages"). Massachusetts law, without reference to Massachusetts' choice of law rules, governs the Sweepstakes and all aspects related thereto.
- 9. <u>Winner Announcement</u>. For the name of the winner, available after Feb. 19, 2021, send a self-addressed, stamped envelope to be received by Friday, Feb. 26, 2021 to: 2021 #ProShopPrizeDay Sweepstakes, 100 Legends Way, Boston, MA 02114.