

PREDICT THE GAME | 2020-2021 BRUINS SEASON  
 GRAND PRIZE SWEEPSTAKES (THE "SWEEPSTAKES")

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

By participating in the Sweepstakes, you agree to abide by these official rules (these "Rules"), which are a contract, so read them carefully before participating. This contract includes indemnities to the Released Parties (defined below) from you and a limitation of your rights and remedies, as well as your agreement that all disputes relating to the Sweepstakes will be resolved solely by binding arbitration.

### SPONSOR

The Sweepstakes is sponsored by New England Sports Network Limited Partnership ("NESN") with offices at 480 Arsenal Way, Watertown, MA 02472.

### ELIGIBILITY

The Sweepstakes is open to all legal residents of the United States (including Washington, D.C.), excluding its territories and protectorates, who are 18 years of age or older. Void where prohibited by law. Employees, officers and managers/directors of New England Sports Network Limited Partnership ("NESN"), Boston Professional Hockey Association d/b/a Boston Bruins (the "Bruins"), the Boston Red Sox Baseball Club Limited Partnership (the "Red Sox"), and each of their respective Affiliates (defined below), sponsors, advertising or promotion agencies, and any of their immediate family members, regardless of where they reside, or those living in the same household, whether or not related, are not eligible to enter the Sweepstakes or to redeem the Grand Prize (defined below). "Affiliate" means, with respect to a party, any individual or entity controlled by, controlling or under common control with, such party. Each person that is eligible to participate in the Sweepstakes in accordance with this paragraph shall be referred to as an "Eligible Person."

### HOW TO ENTER TO WIN

1. **Online:** Visit NESN.com/predictthegame (the "Site") to complete and submit an entry form (a "Game Entry") for the series of free-to-play games offered by NESN under the banner "Predict The Game 2020-2021 Bruins Season" (each game in the series individually referred to as a "Game" and all Games in the series collectively referred to as the "Game Series"). Eligible Persons will receive one (1) Sweepstakes entry for each Game Entry submitted on the Site. Game play is not required for the issuance of such Sweepstakes entry, but the winner and runner-up of each Game in the Game Series will receive three (3) and two (2) Sweepstakes entries, respectively, in addition to the Sweepstakes entries issued to them for submitting their respective Game Entries. Use of the Site is governed by NESN's Terms of Use and Privacy Policy available at: <https://nesn.com/terms-of-use/> and <https://nesn.com/privacy-policy/>, respectively.

or:

2. **By Mail:** An Eligible Person who wishes to enter the Sweepstakes but does not wish to submit a Game Entry on the Site (a "Mail Entrant") can hand-write (a) his or her name, mailing address (including city, state and zip code), and day telephone number (including area code), (b) the code for the applicable Game (as set forth on the Site), and (c) the statement "I acknowledge that I have read, understand and agree to the Predict The Game 2020-2021 Bruins Season Grand Prize Sweepstakes Official Rules" on a 3" x 5" card and mail it in a stamped envelope addressed to (such entry, a "Mail-in Entry"): Predict The Game 2020-2021 Bruins Season Grand Prize Sweepstakes, 480 Arsenal Way, Watertown, MA 02472. To be eligible, a Mail-in Entry for any Game in the Game

Series must be postmarked no earlier than such Game date and received no later than seven (7) days following the date of the last Game in the Game Series (“**Mail-in Entry Period**”). Only one (1) Mail-in Entry per person will be accepted for each Game. Persons who submit Game Entries for any Game may not submit Mail-in Entries for such Game and vice versa. Incomplete or inaccurate Mail-in Entries are void. NESN will use the Mail Entrant’s contact information solely for Sweepstakes administration purposes. Mail-in Entries must be received by NESN during the Mail-in Entry Period to be valid.

Sweepstakes entries received in accordance with these Rules will each be referred to as a “**Sweepstakes Entry**.” NESN’s computer will be the official clock of the Sweepstakes. Additional Sweepstakes Entries beyond the specified limit will be void and not counted. NESN is not responsible for lost, misdirected, illegible, damaged or undelivered Sweepstakes Entries. Sweepstakes Entry materials/data that have been tampered with or altered, mass Sweepstakes Entries or Sweepstakes Entries generated by scripts, macro or other automated means or with the intent to affect the integrity of the Sweepstakes are void and will be disqualified.

**SWEEPSTAKES DRAWING**

One (1) grand prize winner will be selected in a random drawing on or around the final game of the 2020-21 Boston Bruins season from among all eligible Sweepstakes Entries received by NESN (the “**Drawing**”). After verifying such winner’s eligibility under these Rules, NESN will confirm such winner’s status as the “**Winner**.” The Winner may be required to submit his or her valid social security number or other identification to NESN to confirm eligibility. Decisions of NESN regarding the Sweepstakes and the selection of the Winner are final.

**SWEEPSTAKES PRIZE**

The Winner will receive one (1) 75” Samsung LED 4K UHD Smart TV television and one (1) Apple TV device (the “**Grand Prize**”). The odds of winning the Grand Prize depend on the number of Sweepstakes Entries received from Eligible Persons. The Grand Prize will be fulfilled by NESN.

The approximate retail value (ARV) of the Prize is \$1,100. The Winner is fully responsible for any and all applicable federal, state, territory, provincial and local taxes (including income and withholding taxes) incurred in connection with the Winner’s redemption of the Grand Prize. All costs and expenses associated with prize acceptance and use not specified herein as being provided, including lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Grand Prize, or additional costs attributable to a service plan or extended warranty elected by the Winner, are the sole responsibility of the Winner. The Grand Prize is non-transferable and non-assignable, with no substitutions for cash or any other item. NESN reserves the right to substitute the Grand Prize with a prize of comparable or greater value at its sole and absolute discretion.

**PRIZE WINNER NOTIFICATION**

The Winner will be notified by e-mail or phone call (using the e-mail address and/or phone number provided on the Winner’s Sweepstakes Entry) promptly following the Drawing, and given instructions on how to claim the Grand Prize (“**Winner Notification**”). The Winner will be required to execute, have notarized and return an affidavit of eligibility and release of liability provided by NESN (the “**Affidavit**”) within two (2) days following notification in order to claim his or her Grand Prize. Failure to timely provide any identification or return any required documentation may result in disqualification and Grand Prize forfeiture. If, for any reason, (i) the Winner is not an Eligible Person or NESN is unable to establish contact with the Winner within five (5) calendar days from the first notification attempt or to timely confirm such Winner’s eligibility in accordance with these Rules, or (ii) unable or unwilling to timely return all identification and documentation required by NESN in accordance with these Rules (including the Affidavit), then NESN reserves the right to select or not select an alternate winner.

**TAXES**

All federal, state, and local taxes and other tax liabilities (including income taxes), if any, and other incidental costs or expenses (such as those associated with the use of the Grand Prize) not

identified in these Rules are the sole responsibility of the Winner, and the value of the Grand Prize may be deemed ordinary income to the Winner. The Winner should consult his or her personal tax advisor regarding redemption of the Grand Prize. The Winner may be required to provide NESN with valid identification and a valid taxpayer identification number or social security number before the Grand Prize is awarded. Eligible Persons winning over \$600 in prizes will receive an IRS form 1099 at the end of the calendar year, and a copy of such form will be filed with the Internal Revenue Service.

### **THIRD PARTY MARKETPLACES**

The Sweepstakes is being offered by NESN only and not by Apple, Inc. (“**Apple**”), Facebook, Inc. (“**Facebook**”), Twitter, Inc. (“**Twitter**”), Instagram, Inc. (“**Instagram**”), Google, Inc. or any other third party through which you may have accessed the Site or the NESN app (collectively, “**Marketplaces**”). The Marketplaces are not responsible for the Sweepstakes and have no obligation to you whatsoever with respect to the Sweepstakes. Without limiting the foregoing, the Marketplaces are not responsible for addressing any claims by you or any third party relating to the Sweepstakes, including anything related to these Rules or the Grand Prize. The Marketplaces do not, in any way, sponsor, endorse or administer the Sweepstakes.

### **WAIVER OF LIABILITY/PUBLICITY RELEASE**

Sweepstakes entrants (collectively, “**Participants**”) may not take actions that are negligent, injurious or reckless in connection with the Sweepstakes or the redemption of the Grand Prize. Participants who do not follow this rule or who otherwise participate in the Sweepstakes in an unsportsmanlike manner will be barred from participation in the Sweepstakes and the redemption of the Grand Prize. Participants are solely responsible for any injuries or other damages that are caused from their behavior.

By participating in the Sweepstakes, each Participant agrees to (i) comply with these Rules and the decisions of NESN, which are binding and final, and (ii) to the extent permitted by law, waive and fully, completely and forever release and discharge NESN, the Bruins, the Red Sox, the Marketplaces, and each of their respective Affiliates, officers, directors/managers, employees, agents, representatives, sponsors, advertising and promotion agencies, dealers, distributors, suppliers and Grand Prize providers (collectively, “**Released Parties**”), for any injury, death, damage or loss (including, without limitation, direct, indirect, incidental, consequential or punitive damages) to persons or property, as well as all claims or actions based on publicity rights, defamation or invasion of privacy, that may arise (including attorney’s fees), directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the acceptance, receipt, use or misuse of the Grand Prize or any travel or activity related to the acceptance, receipt, use or misuse of the Grand Prize. By participating in the Sweepstakes each Participant gives his or her express permission to be contacted by NESN by telephone, e-mail or postal mail for Sweepstakes administration and related purposes. The Winner, by acceptance of the Grand Prize, grants to NESN and its Affiliates and agents the perpetual right to publicize, publish, use, reproduce, broadcast or otherwise transmit, distribute, create derivative works of, publicly perform or display worldwide in all media the Winner’s full name, address (city and state of residence), photograph, portrait, picture, voice, biographical information, statements or other likeness and Grand Prize information for advertising, promotional, trade or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, review, permission, approval, or notification, unless prohibited by law.

### **DISCLAIMERS**

Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled Sweepstakes Entries, transmissions, e-mail or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through or by any website, availability or accessibility or

miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed e-mail notifications; printing, typographical or other errors appearing within these Rules, in any Sweepstakes-related or advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Sweepstakes Entries, the announcement of the Grand Prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, tampering, hacking, or by any equipment or programming associated with or used in the Sweepstakes. Released Parties are not responsible for injury or damage to Participants' or to any other person's computer or wireless device related to or resulting from participating in the Sweepstakes or downloading materials from any e-mail, application or website associated with the Sweepstakes. Persons who tamper with or abuse any aspect of the Sweepstakes vote or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any Participant or any representative of NESN or who are in violation of these Rules, as solely determined by NESN, will be disqualified and all associated Grand Prize claims will be void. Any attempt to deliberately damage the content or operation of the Sweepstakes is unlawful and subject to legal action by NESN or its agents. NESN shall have the right to disqualify any Participant for violation of these Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in its sole discretion. Each Participant acknowledges that none of the Released Parties has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Grand Prize. NESN's failure to enforce any term of these Rules shall not constitute a waiver of such term.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, NESN WILL DISQUALIFY ANY PARTICIPANT RESPONSIBLE FOR THE ATTEMPT, AND NESN AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of dispute as to the qualification of any Sweepstakes Entry (and, consequently, any Winner resulting therefrom) based on competing claims as to the true identity of the Participant identified in such Sweepstakes Entry will be declared made by the e-mail address (with respect to Game Entries) or the phone number (with respect to Mail-in Entries) submitted at the time of entry, as the case may be, provided the Authorized Account Holder is eligible to participate in this Sweepstakes at such time in accordance with these Rules. The "**Authorized Account Holder**" is (i) in the case of Game Entries, the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address, and (ii) in the case of Mail-in Entries, the natural person to whom the applicable telephone or cellular service provider or other organization (such as a business or educational institution) has assigned the phone number submitted in the Mail-in Entry.

#### **DISPUTE RESOLUTION & GOVERNING LAW**

As a condition to participating in the Sweepstakes, each Participant agrees that any and all disputes, claims, controversies or causes of action arising out of or relating to the Sweepstakes, or the Grand Prize awarded (each, a "**Claim**"), shall be (i) arbitrated on an individual basis only, and



shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (ii) exclusively settled by binding arbitration in Suffolk County, Massachusetts before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, your rights and obligations, or the rights and obligations of NESN in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

**LIMITATION OF LIABILITY**

**BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (I) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (II) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND EACH PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (C) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.**

**GENERAL TERMS**

The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. All Participants agree to waive any rights to claim ambiguity of these Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on an applicable website, these Rules shall prevail, govern and control and the discrepancy will be resolved in NESN's sole and absolute discretion.

NESN reserves the right, in its sole discretion, to (i) cancel or suspend the Sweepstakes (or any portion thereof) should unauthorized human intervention or other causes corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof), and (ii) modify these Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. In the event that the Sweepstakes is challenged by any legal or regulatory authority, NESN reserves the right to discontinue or modify the Sweepstakes or to disqualify Participants residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any Participant who is disqualified due to such an action.

The headings to these Rules are for convenience only, and are to be of no force or effect in construing or interpreting any of the provisions of these Rules. Unless the context of these Rules clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to any gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "include", "includes" and "including" are not limiting and has the inclusive meaning frequently identified with the phrase "including, but not

limited to,” or “including, without limitation,” and (e) “hereunder,” “herein,” “hereto” and “hereof” relate to these Rules.

#### **WINNER LIST**

To obtain the name of the winner or a copy of these Rules, mail a stamped, self-addressed envelope (to arrive by September 30, 2021) to: Predict The Game 2020-2021 Bruins Season Grand Prize Sweepstakes Winner List & Rules 480 Arsenal Way, Watertown, MA 02472. Residents of Vermont with a return address in Vermont may omit the return postage on their request.

#### **USE OF DATA**

Please refer to the NESN’s privacy policy on [www.nesn.com/privacy-policy/](http://www.nesn.com/privacy-policy/) for important information regarding the collection, use and disclosure of personal information by NESN.

#### **FORCE MAJEURE**

The failure to comply with any provision of these Rules due to an act of god, hurricane, war, terrorism, fire, riot, earthquake, epidemic, actions of governmental authorities or similar causes outside the control of NESN shall not be considered a breach of these Rules.

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