

# Heat Zone Sweepstakes Presented by Rodenhiser

## (the “Sweepstakes”) Official Rules - 2022

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION, AND SWEEPSTAKES PARTICIPANTS (“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.

### **WIN TICKETS TO A BRUINS GAME**

Drop a comment on a Rodenhiser Heat Zone post on New England Sports Network Limited Partnership’s (“NESN”) official Instagram account (@NESN) (“**NESN Instagram**”) and follow Rodenhiser on its official Instagram account (@RodenhiserHomeServices) (“**Rodenhiser Instagram**”) for three separate chances to win tickets to a Boston Bruins home game at the TD Garden in Boston, MA during the 2021-2022 National Hockey League (“**NHL**”) regular season (a “**Bruins Game**”), and be entered in the grand prize drawing for an opportunity to win a VIP Experience at a Bruins Game for you and three (3) guests (the “**Grand Prize Drawing**”)!

Throughout the months of January, February and March 2022 (each, an “**Entry Month**”), NESN will run Rodenhiser Heat Zone posts on NESN Instagram (each, a “**Post**”). Each time you comment on a Post in any Entry Month and follow Rodenhiser Instagram, you will be entered in the random drawing for such Entry Month to win two (2) tickets to a Bruins Game, and you will be entered into the Grand Prize Drawing taking place in April. The Sweepstakes and redemption of the Prizes (defined below) are subject in all respects to the terms and conditions of these Rules. NESN is the sponsor and administrator of the Sweepstakes and is responsible for the fulfillment of the Prizes.

### **ELIGIBILITY**

The Sweepstakes is open to all legal residents of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island or Vermont who are 18 years of age or older on the date of the applicable Entry Period (defined below). Employees, officers and managers/directors of 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), as well as any of their respective sponsors, advertising and promotion agencies (including 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 any Prize (defined below). “**Affiliate**” means, with respect to a party, any individual or entity controlled by, controlling or under common control with, such party. The term “**control**” shall mean, with respect to any entity, the ability to vote fifty percent (50%) or more of the voting securities or other comparable equity interests in such entity or to otherwise influence and direct the policies and management of such entity. 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**

Eligible Persons can enter the Sweepstakes in each Entry Month to be entered into the random Prize drawing for such Entry Month. All Sweepstakes Entries (defined below) will be

automatically entered into the Grand Prize Drawing to be held by NESN on or around April 1, 2022. Eligible Persons can enter the Sweepstakes in either of the following ways:

1. **Instagram Entry:** Beginning on (i) January 4, 2022 at 9:00 a.m. Eastern Time (“**ET**”) through 11:59 p.m. ET on January 31, 2022 (the “**January Entry Period**”), (ii) February 1, 2022 at 9:00 a.m. ET through 11:59 p.m. ET on February 28, 2022 (the “**February Entry Period**”), and (iii) March 1, 2022 at 9:00 a.m. ET through 11:59 p.m. ET on March 31, 2022 (the “**March Entry Period**” and each of the January Entry Period, the February Entry Period and the March Entry Period, an “**Entry Period**”), Eligible Persons can enter the Sweepstakes by dropping a comment on a Post (the “**Site**”) and following Rodenhiser Instagram; doing both in the Entry Period for the applicable Entry Month will generate one (1) Sweepstakes entry for such Entry Month’s random Prize drawing (an “**Instagram Entry**”). For clarity, only one Instagram Entry per Post will be permitted for each Eligible Person, even if such Eligible Person drops multiple comments on such Post. Eligible Persons wishing to be entered into the Prize drawings for each Entry Month must drop a comment on a Post and follow Rodenhiser during the Entry Period for each Entry Month (*i.e.*, an Instagram Entry for one Entry Month does not automatically “roll over” into an Instagram Entry for a subsequent Entry Month). By dropping a comment on a Post, the Instagram user confirms that he or she has read and consents to these Rules.

or:

2. **Online Entry:** An Eligible Person who wishes to enter the Sweepstakes but does not wish to, or cannot, complete an Instagram Entry (an “**Online Entrant**”) can enter the Sweepstakes by completing and submitting an online entry form available at NESN.com/heatzone (the “**Site**”) during the applicable Entry Period (an “**Online Entry**”) each time NESN runs a new Rodenhiser Heat Zone post on the Site (each, an “**Ad**”). For clarity, only one Online Entry per distinct Ad will be permitted for each Eligible Person. Online Entrants wishing to be entered into the Prize drawings for each Entry Month must submit Online Entries for each Entry Month (*i.e.*, an Online Entry for one Entry Month does not automatically “roll over” into an Online Entry for a subsequent Entry Month). All Online Entrants will be required to read and affirmatively consent to these Rules in order to submit their Online Entries via the Site. Incomplete or inaccurate Online Entries are void. Use of the Site is governed by NESN’s website Terms of Use and Privacy Policy available at: <https://nesn.com/terms-of-use/> and <https://nesn.com/privacy-policy/> (“**NESN’s Privacy Policy**”), respectively. Online Entries must be received by NESN during the applicable Entry Period to be valid. Online Entries for any Entry Month received outside the Entry Period for such Entry Month are ineligible and void.

Each Instagram Entry and Online Entry shall be referred to as a “**Sweepstakes Entry.**”

Participants may not participate in the Sweepstakes under multiple aliases. In case of multiple Sweepstakes Entries received from the same Participant using different aliases, all such Sweepstakes Entries shall be deemed ineligible and void and such Participant shall be disqualified from participating in any remaining Drawing (defined below). An Eligible Person can enter the Sweepstakes in any Entry Month via the Instagram Entry method or the Online Entry method described above, but cannot alternate between such methods in the same Entry Month and cannot use both methods to generate additional Sweepstakes Entries beyond the permitted amount in any Entry Month. Additional Sweepstakes Entries beyond the specified limit will be void and not counted. Incomplete or inaccurate Sweepstakes Entries are void. NESN will use any personal information collected from Participants solely for Sweepstakes administration purposes. NESN is not responsible for lost, misdirected, illegible, damaged, postage due or undelivered Sweepstakes Entries. Sweepstakes Entries 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. The time of receipt of any Sweepstakes Entry shall be the time it is made available to NESN via the Instagram platform, in the case of Instagram Entries, or received by NESN via submission of the online form on the Site, in the case of Online

Entries. NESN's computer will be the official clock of the Sweepstakes. No other method of participation will be accepted other than as set forth above.

Participants may be given the option to receive (a) commercial e-mail from NESN or the NHL, and/or (b) mobile text messages and updates from NESN or the NHL; however, eligibility to participate in the Sweepstakes is not dependent upon a Participant's consent to receive such e-mails or mobile text messages and updates, and consenting to receive such e-mails or mobile text messages and updates will not impact any Eligible Person's chances of winning. Standard messaging rates apply to mobile text messages and updates. Check with your mobile service provider for more information.

#### **ADDITIONAL TERMS APPLICABLE TO INSTAGRAM ENTRIES**

In order to participate via the Instagram Entry method, you must have a valid public (*i.e.*, not protected) Instagram account and be a follower of NESN Instagram. If you do not have an Instagram account, you may register for one, for free, at Instagram.com or on the Instagram app. Data and usage rates may apply to the download and use of the Instagram mobile application.

Comments to any Post must (i) remain publicly posted through the Entry Month in which such Post is made in order for the Instagram Entry generated therefrom to be counted, and (ii) comply in all regards with these Rules (including, without limitation, the Comment Restrictions described below) and Instagram's Terms of Service and Rules and Policies, available at Instagram.com/tos ("**Instagram Terms of Service**"). All information submitted via the Instagram platform is subject to Instagram's Privacy Policy available at Instagram.com/privacy ("**Instagram Privacy Policy**") and Instagram's Terms of Service. All information submitted via Instagram and shared with any of the Bruins, the NHL or any of their respective Affiliates per a Participant's Instagram account settings, or submitted directly to any of them in connection with the Prize notification process described below, is subject to, and will be treated in a manner consistent with, NESN's Privacy Policy. Any Instagram Entry that does not comply with Instagram's Terms of Service or these Rules, including, without limitation, any Instagram Entry generated from a comment to a Post that is removed or hidden prior to the applicable Drawing (defined below) date or violative of the Comment Restrictions, shall be void.

Eligible Persons shall comply with Instagram's rules, guidelines and policies governing use of the Instagram platform, including, without limitation, with respect to acceptable comments, posts and other activity under a username, and any Instagram Entry that violates such rules, guidelines or policies (as determined in NESN's or Instagram's absolute discretion) shall be ineligible and void. Comments to Posts must not be, and NESN reserves the right to take down or have Instagram take down any comment on a Post (without notice to the user making such comment) that NESN deems in its sole and absolute discretion to be: offensive; inappropriate; sexually explicit (*e.g.*, containing or referencing nudity, pornography, adult-oriented content or any other explicit material); profane, whether or not expressly containing profanity; abusive, harassing, threatening, intimidating or bullying; illegal or promoting illegal activities; violating intellectual property laws or third party rights; libelous, defamatory, disparaging, tortious or slanderous; consisting of or containing SPAM; hate speech; violent, graphic or glorifying violence; referencing or promoting lotteries, gambling or the use of tobacco, e-cigarettes, alcohol, drugs, or real weapons of any kind (including, but not limited to, guns, knives, or projectiles); encouraging dangerous stunts; denigrating, disparaging, or reflecting negatively on the NHL or any of its Affiliates or clubs (including, without limitation, on the Bruins), their respective owners and employees, or the game of hockey generally; demeaning to any individual or group of individuals or promoting bigotry, racism, hatred, or harm against any group or individual; promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other basis protected by applicable law; from users under the age of eligibility for this Sweepstakes; in violation of the laws in any jurisdiction where the Instagram Entry is created; or otherwise violative of Instagram's or NESN's rules, guidelines or policies (collectively, "**Comment Restrictions**"). Any Instagram Entry generated from a comment that does not comply with Comment Restrictions, as determined in the sole and absolute discretion of NESN, will be disqualified.

In exchange for the opportunity to participate in the Sweepstakes, the receipt of which shall be sufficient consideration for the following consent, license and release ("**Comment Release**"), each Participant dropping a comment to a Post hereby:

- (1) represents that his or her comment is an original work of authorship and that he or she owns all right, title and interest in and to such comment or otherwise has all necessary rights therein (subject to any right therein or thereto reserved to Instagram) in order to drop the comment to a Post under these Rules;
- (2) consents to the collection by NESN of his or her personal information in connection with his or her participation in this Sweepstakes;
- (3) grants to NESN and each of its designees the perpetual and unlimited right and license to use, edit, modify, duplicate or create derivative works from his or her comment, throughout the world and in perpetuity, including the right for NESN to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the comment via the Internet, television, print or any other media currently existing and hereafter developed and without limitation and without payment of any compensation to him or her or his or her heirs and successors, (a) on its own or as part of any audiovisual or other production, (b) for the purpose of advertising any product, programming or services of NESN or its sponsors or for any other advertising, marketing, publicity or promotional purpose, or (c) for any other purpose whatsoever;
- (4) agrees that the foregoing license includes the right to: (a) use his or her name, likeness, image, Instagram username, handle or attribute, voice, statements, appearance and performance as embodied or included in the comment, in whole or in part, for advertising, promotional and trade purposes in conjunction with this and similar sweepstakes, contests and marketing campaigns, in any and all media now known or hereafter developed, worldwide, in perpetuity, without notice and without further consideration or compensation, except where prohibited by law; (b) edit, alter, distort, add to, rearrange and otherwise modify the comment, and use the comment in whole or in part or in combination with other materials; and (c) assign or license to others the right to use the comment for all of the purposes hereunder;
- (5) acknowledges that he or she shall have no right of approval of any use of the comment permitted hereunder;
- (6) agrees that he or she shall not use his or her comment for any purpose other than his or her personal, non-public, non-commercial use; and
- (7) releases and indemnifies in perpetuity the Released Parties (defined below) from any claim, demand, loss and liability of any nature arising out of or in any way connected with the comment and the use thereof as permitted hereunder, including claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy.

Nothing herein will obligate NESN to make any use of any of the rights set forth herein.

### **SWEEPSTAKES DRAWINGS**

One (1) winner will be selected in a random drawing conducted by NESN on the first day following the conclusion of each Entry Period from among all eligible Sweepstakes Entries received by NESN during such Entry Period, and one (1) winner will be selected in the Grand Prize Drawing taking place on or around April 1, 2022 (each, a "**Drawing**"). After confirming each winner's eligibility under, and agreement to abide by, these Rules, NESN will confirm such winner's status as a "**Winner**" under these Rules. Each Winner may be required to submit his or her valid social security number or other identification to NESN to confirm eligibility. NESN's decisions regarding the Sweepstakes and the selection of the Winners are final.

The Winner of each Drawing will be announced by NESN within 30 days following such Drawing on NESN Instagram and the Site.

## **SWEEPSTAKES PRIZE**

The Winner of each Drawing other than the Grand Prize Drawing will receive two (2) Loge tickets to a Bruins Game determined at NESN's sole discretion (each, a "**Monthly Prize**"). The Winner of the Grand Prize Drawing will receive four (4) tickets to watch a Bruins Game determined at NESN's sole discretion from the NESN suite at the TD Garden (or a comparable suite at the TD Garden if such NESN suite is not available), the opportunity for the Winner and his or her guests to watch NESN's pre-game and post-game shows live from the NESN broadcast booth, and an Ecobee smart thermostat with installation provided by Rodenhiser (the "**Grand Prize**"). Approximate Retail Value ("**ARV**") of each Monthly Prize is: \$500. The ARV of the Grand Prize is: \$1,500. The Monthly Prizes and the Grand Prize shall each be referred to in these Rules as a "**Prize**." Odds of winning a Prize depend on the number of valid Sweepstakes Entries received. The Prizes will be fulfilled by NESN. Each 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 a Prize. All costs and expenses associated with Prize redemption that are not specified herein as being covered by NESN, including any lodging, transportation costs, meals, gratuities and other expenses incurred by a Winner or his or her guest in connection with Prize redemption, are the sole responsibility of such Winner. The Prizes are non-transferable and non-assignable, with no substitutions for cash or any other item. Notwithstanding anything to the contrary, NESN reserves the right, in its sole discretion and at any time, to: (i) cancel or suspend the Sweepstakes (or any portion thereof); or (ii) substitute or modify any Prize with a prize of comparable or greater value to be determined by NESN in its sole discretion.

## **PRIZE WINNER NOTIFICATION**

Each Winner will be notified by e-mail or phone call (using the e-mail address and/or phone number provided on the Winner's Online Entry) or by direct message to the Winner's Instagram account (used to generate the Winner's Instagram Entry), as the case may be, promptly following each Drawing, and given instructions on how to claim the Prize for such Drawing ("**Winner Notification**"). Each 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 of notification in order to claim his or her Prize. Failure to timely provide any identification or return any documentation required by NESN may result in disqualification and Prize forfeiture. If, for any reason, a Winner is (i) not an Eligible Person or NESN is unable to timely confirm the Winner's eligibility in accordance with these Rules, (ii) unable or unwilling to timely return all identification and documentation required by NESN in order to claim the Prize (including the Affidavit), or (iii) unable or unwilling to redeem the Prize, then NESN reserves the right to randomly select another potential Winner or no Winner for such Prize.

## **ADDITIONAL CONDITIONS APPLICABLE TO THE PRIZE**

Transportation to and from the TD Garden, parking, lodging, food and beverage costs and gratuities are not included in any Prize. A Winner's guests must each be at least 18 years of age at the time of the Bruins Game he or she is attending. Unless specified in the Prize description above, the exact Bruins Game date and seating locations of the tickets shall be determined by NESN in its sole discretion, provided that the Bruins Game will be one of the Bruins home games at the TD Garden then remaining in the 2021-2022 NHL regular season. The Bruins Game date and time is subject to change in the event of game delay, postponement or cancellation. Use of any NHL game ticket is subject to the standard terms, conditions, and health and safety policies printed on and otherwise applicable to the ticket. Released Parties (defined below) will not be responsible for such events outside their control that cause the delay, postponement or cancellation of any Bruins Game, which are determined at the discretion of the NHL and the Bruins. The Winners and their guests agree to comply with all rules and guest policies of the TD Garden, including but not limited to COVID-19 safety protocols and requirements. NESN and the Bruins reserve the right to remove or to deny entry to a Winner and/or his or her guests if any of them engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any venue staff (including, without limitation, police officers or security personnel in or around the venue), NESN or Bruins personnel (including, without limitation, Bruins or visiting team players or coaches), other members of the media and vendors in or around the venue, other ticketholders or any other person at the

venue. The Prize may not be resold or offered for resale by a Winner or any third party, or used by a Winner or a third party for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Prize forfeiture.

### **SUBJECT TO TAX REGULATIONS**

All Prizes are subject to applicable U.S. federal, state and local tax regulations, including applicable IRS reporting and withholding requirements, as well as the applicable tax laws of any foreign jurisdiction. Taxes on a Prize are the sole responsibility of the Winner of such Prize, and the value of a Prize may be deemed ordinary income to the Winner by the IRS. Winners should consult their respective personal tax advisors regarding redemption of their Prizes. NESN may require each Winner to complete and submit certain documentation required under U.S. federal, state or local tax regulations and to provide his or her social security number or other identification as a condition of redeeming his or her Prize. In addition, NESN may require each Winner to sign and deliver a waiver of liability and publicity release (where not prohibited by law) and other documentation prior to delivering his or her Prize. Failure to timely complete, sign and return any such documentation, noncompliance with these Rules or NESN's inability (after the exercise of reasonable efforts) to deliver the claimed Prize or Winner Notification, as the case may be, may result in disqualification and Prize forfeiture. Upon Prize forfeiture for any reason under these Rules, no compensation will be given.

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

Participants may not take actions that are negligent, injurious or reckless in connection with the Sweepstakes or the redemption of the Prize. Participants who do not follow this rule or who otherwise participate in the Sweepstakes or redemption of a Prize in an unsportsmanlike manner will be barred from participation in both. 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 owners of the TD Garden, Major League Baseball, the NHL, Apple, Inc., Instagram, Inc., Facebook, Inc., Twitter, Inc., Google, Inc. and each of their respective sponsors, Affiliates, officers, directors/managers, employees, agents, representatives, sponsors and advertising and promotion agencies (collectively, "**Released Parties**"), for any injury, damage or loss (including attorney's fees) that may occur, directly or indirectly, in whole or in part, from participation in the Sweepstakes, or from the redemption of a Prize or any travel or activity related to the redemption of a Prize, including but not limited to exposure to or contraction of COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19 or any other communicable or infectious diseases, viruses, bacteria or illnesses or the causes thereof. 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 or through Instagram for Sweepstakes administration purposes. Each Winner, by acceptance of a Prize, grants to NESN and its affiliated parties the perpetual right to publicize, publish, use, reproduce, broadcast or otherwise transmit, distribute, create derivative works of, publicly perform or display such Winner's name, address (city and state of residence), photograph, voice, statements or other likeness and 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, permission 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 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 Prizes 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 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 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 sole 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. Released Parties (a) make no warranty, guaranty or representation of any kind concerning any Prize, and (b) disclaim any implied warranty. 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, NESN INSTAGRAM, RODENHISER INSTAGRAM OR ANY OTHER PART OF INSTAGRAM, OR TO 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.**

Sweepstakes Entries generated by a script, macro or other mechanical or automated means will be disqualified. 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 Authorized Account Holder of the Instagram handle or username (with respect to Instagram Entries) or the e-mail address (with respect to Online 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 Instagram Entries, the natural person to whom Instagram has assigned the Instagram handle or username used to generate the Instagram Entry, and (ii) in the case of Online 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.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Inc., Instagram, Inc., Twitter, Inc., Apple, Inc. or Google, Inc.

## **DISPUTE RESOLUTION**

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 a Prize (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) 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.

#### **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**

These Rules shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts entered into and performed exclusively in the Commonwealth of Massachusetts, without regard to its principles of conflicts of law. 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 in the Sweepstakes 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 (a) 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 (b) 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 affected by 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, (i) references to the plural include the singular, the singular the plural, and the part the whole, (ii) references to any gender include all genders, (iii) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (iv) “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 (v) “hereunder,” “herein,” “hereto” and “hereof” relate to these Rules.

#### **WINNER LIST**

To obtain the names of the Winners, mail a stamped, self-addressed envelope (to arrive by August 31, 2022) to: 2022 Rodenhiser Heat Zone Sweepstakes, 480 Arsenal Way, Watertown, MA 02472. Residents of Vermont with a return address in Vermont may omit the return postage on their request.

#### **PRIVACY POLICY**

NESN may collect personal data about Participants and use such data in accordance with NESN’s Privacy Policy. By participating in the Sweepstakes, each Participant acknowledges that he/she (a) has read and accepts NESN’s Privacy Policy and (b) agrees to the collection and use of his/her personal information by NESN in accordance with the Privacy Policy and as set forth in these Rules. Please refer to NESN’s Privacy Policy for important information regarding the collection, use and disclosure of personal information by NESN. Any questions regarding privacy matters should be directed to the address set out below.

#### **FORCE MAJEURE**

Without limiting any other provision in these Rules, in the event that any Released Party’s operations or activities are affected by circumstances out of their control, as determined by NESN in its sole discretion, including by reason of any acts of God, any action, regulation, action, order or request by any governmental or quasi- governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, pandemic or public health crisis (e.g., COVID-19 outbreak), explosion, hurricane, tornado or similar severe weather, embargo, work stoppage or strike (whether legal or illegal), civil disturbance, insurrection, riot, or any other similar cause, whether or not specifically mentioned above, NESN shall have the right to modify, suspend, or terminate the Sweepstakes (or any portion thereof), and no Released Party shall be responsible or liable to any Participant or Winner, or any person claiming through a Participant or Winner, for failure to conduct the Sweepstakes, or to supply a Prize or any part thereof.

#### **TRADEMARKS**

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