

# Predict the Game

## 2021-2022 Bruins Season

### Official Rules

#### I. GENERAL INFORMATION

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW, RULE OR REGULATION AND OFFERED ONLY IN THE UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA), EXCLUDING ITS TERRITORIES AND PROTECTORATES (the "**Territory**"). OPEN ONLY TO LEGAL RESIDENTS OF ANY STATE IN THE TERRITORY OR THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF SUBMISSION OF THEIR GAME ENTRY (DEFINED BELOW). ODDS OF WINNING DEPEND UPON THE NUMBER OF GAME ENTRIES RECEIVED FROM ELIGIBLE PERSONS AND YOUR LEVEL OF SKILL AND SUCCESS IN PARTICIPATING IN THE GAME (EACH AS DEFINED BELOW).

By participating in a Game (defined below), you agree to abide by (i) these official rules (these "**Rules**"), which are a contract, so read them carefully before participating, and (ii) the decisions of New England Sports Network Limited Partnership ("**NESN**") with respect thereto, which are final and binding in all matters related to such Game and the Game Series. These Rules include 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 any Game or the Game Series (defined below) will be resolved solely by binding arbitration. Failure to comply with these Rules may result in disqualification from the Game Series and forfeiture of any prize won.

#### II. DESCRIPTION & SPONSOR

Beginning on October 29<sup>th</sup>, 2021, NESN is running a series of free-to-play games on NESN.com/predictthegame (the "**Site**") under the banner "Predict The Game 2021-2022 Bruins Season" for the remainder of the 2021-2022 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**"). Each Game consists of a suite of questions delivered over the course of a certain Bruins game broadcast on the NESN or NESN Plus channels or the NESN App (the "**Broadcast**"). All questions will appear on the Site; some questions will also be delivered on-air by NESN broadcasters. Participants (defined below) earn points by using their skill and knowledge to answer the questions. The Participant with the most points at the end of a Game shall win the Prize (defined below) for such Game, subject to Participant's satisfaction of eligibility requirements under, and compliance with, these Rules. Games end upon the conclusion of their respective Broadcasts. All Games in the Game Series are subject to these Rules and applicable federal, state, and local laws, rules and regulations. 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/>, respectively. The Game Series is sponsored by NESN, which is located at 480 Arsenal Way Watertown, MA 02472.

#### III. WHO CAN PLAY

The Game Series is open only to natural persons who are at least 18 years of age at the time of submission of their Game Entries (defined below) and legally reside in the Territory. The Game Series is void in each jurisdiction where prohibited. Employees, officers, managers and directors of NESN, the Boston Red Sox Baseball Club Limited Partnership (the "**Red Sox**"), the Boston Professional Hockey Association d/b/a Boston Bruins (the "**Bruins**"), and each of their respective Affiliates (defined below), as well as any of their respective sponsors, advertising and promotion agencies, and family members (regardless of where they reside) or those living in the same household (whether or not related) are not eligible 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 a Game in accordance with this Section III of the Rules shall be referred to as an "**Eligible Person**."

#### **IV. HOW TO ENTER**

Eligible Persons can participate in a Game by either (i) completing and submitting the entry form for such Game available on the Site (each, a "**Game Entry**") during the entry period described on the Site (the "**Registration Period**"), or (ii) playing as an unnamed "**Guest**" without completing and submitting a Game Entry for such Game. However, only Eligible Persons that complete Game Entries are eligible to win Prizes. Eligible Persons that participate in the Game Series as "Guests" are not eligible to win Prizes and will not be automatically entered in the Grand Prize Sweepstakes (defined below) in the manner described below. Eligible Persons will need to submit a new Game Entry for each Game in the Game Series. Upon completing and submitting the Game Entry, an Eligible Person shall become (and shall be referred to in these Rules as) a "**Participant**." All Participants will be required to read and affirmatively consent to these Rules in order to submit their Game Entries. Limit one (1) Game Entry per Eligible Person for each Game. Game Entries of the same person that are received from multiple email accounts shall all be disqualified. Game Entries with profane or offensive Participant user names (as determined in NESN's sole and absolute discretion) shall be disqualified. Game Entries that have been tampered with or altered, mass Game Entries or Game Entries generated by scripts, macro or other automated means or with the intent to affect the integrity of any Game are void and will be disqualified. Participants are responsible for ensuring that the information provided on their Game Entries is accurate and up-to-date. Game Entries may only be submitted online, and Eligible Persons wishing to participate in a Game are solely responsible for Internet connectivity, software or hardware that may be required for Game play. No other method of participation in the Games will be accepted. Participants and Guests shall each be referred to as "**Players**."

NESN will use the designated server clock of its software provider, iPowow USA, Inc., a wholly owned subsidiary of Sparx Technology Inc. ("**Sparx**"), as the official timekeeper for the Game Series. Please note that all times are based on the Eastern Time Zone ("**ET**"), so plan accordingly.

#### **V. HOW TO PLAY**

Specific instructions on how to play each Game are set forth on the Site. All Player selections will be subject to any odds, lines, results and other parameters set forth on the Site, as determined by NESN's third party provider, Sparx. Registration Periods and Game play periods may vary from Game to Game to accommodate a late or early start of the corresponding Broadcast and such Broadcast's run-time, including without limitation overtime or Game delays for any reason.

NESN shall have the right to disqualify and ban any Player that breaches any of these Rules, as determined by NESN in its sole discretion.

THE GAME SERIES IS BEING PROVIDED FOR YOUR ENTERTAINMENT ONLY. ANY POINTS AWARDED TO A PLAYER WILL BE PROVIDED FOR FREE AND WILL NOT REQUIRE PAYMENT OR PURCHASE OF ANY KIND. SUCH POINTS CAN ONLY BE USED FOR THE PURPOSES OF PARTICIPATING IN THE GAME SERIES AND HAVE NO REAL-WORLD VALUE WHATSOEVER. PLAYERS ARE STRICTLY PROHIBITED FROM TRADING, SELLING, BUYING OR OTHERWISE TRANSFERRING ANY POINTS IN ANY MANNER WHATSOEVER. POINTS ARE ONLY AVAILABLE FOR USE IN THE GAME SERIES AND DO NOT ROLL OVER TO OR FROM ANY OTHER GAME, CONTEST, SWEEPSTAKES OR MARKETING CAMPAIGN OPERATED BY NESN OR ANY THIRD PARTY.

By participating in a Game, you acknowledge and agree that play in such Game may be interrupted or may not be available to you or other Players as technical, communication, or other issues may interfere with, limit, or stop NESN's free-to-play games, including any of the conditions described in the Force Majeure provision below.

## **VI. WINNER DETERMINATION**

The winner of a Game will be the Participant with the most points by the end of such Game. After confirming the winner's eligibility under, and compliance with, these Rules, NESN will announce such winner as the "**Winner.**" Eligible Persons that participate in the Game Series as "Guests" cannot become Winners or redeem any Prize. The Winner may be required to submit his or her valid social security number or other identification to NESN to confirm eligibility. If the winning Participant does not meet the eligibility criteria set forth in these Rules, he or she will be disqualified and NESN will have the right to pick or not pick another Game winner without notice to such disqualified Participant. Decisions of NESN regarding the Game, Winner selection, and the distribution of the Prize are final. Except for the Game Series Grand Prize described in Section VIII below, no drawings, sweepstakes, raffles or other elements of chance shall be used to determine the Prize winner.

Should a Game end in a tie, NESN will promptly contact all such tied Participants using the email address provided by each of them in his or her Game Entry (the "**Tie Notification**"). If any such tied Participant fails to respond to the Tie Notification within 48 hours following the Tie Notification, such tied Participant shall be disqualified. The Tie Notification will inform tied Participants (i) whether there will be a tiebreaker mechanism to determine the Winner, and include a general description of such tiebreaker mechanism, or (ii) whether the tied Participants will all be declared Winners of the Game and share the Prize equally (subject to eligibility verification as set forth in these Rules), in each case as determined in NESN's sole and absolute discretion. All tied Participants that timely respond to a Tie Notification shall each receive the same number of entries for the Grand Prize Sweepstakes described in Section VIII below.

Winner determinations for a Game will be completed within the 10 day period following the end of such Game (the "**Notification Period**"). Please allow up to 30 days following NESN's announcement of the Winner for Prize distribution.

## **VII. NOTIFICATION**

During the Notification Period, NESN will contact the winning Participant via the email address provided in his or her Game Entry to (i) confirm such Participant's Game eligibility and (ii) if eligibility is confirmed, to give such winning Participant instructions on how to claim his or her Prize (the "**Winner Notification**"). Each Winner will be required to execute and return the Affidavit (defined below) prior to the expiration of the Notification Period in order to claim the Prize. If, for any reason, such winning Participant is (a) not an Eligible Person or NESN is unable to timely confirm his or her eligibility in accordance with these Rules (including for inability to reach such Participant during the Notification Period), or (b) unable or unwilling to timely return all identification and documentation required by NESN in order to claim the Prize (including the Affidavit), then such winning Participant may be disqualified from the Game and his or her Prize forfeited in NESN's sole discretion (including with respect to any Sweepstakes Entries for the Game Series Grand Prize as described in Section VIII below), and NESN reserves the right to select or not select an alternate winner. Upon Prize forfeiture for any reason under these Rules, no compensation will be given to the forfeiting party.

It is each Participant's responsibility to keep the email address associated with his or her Game Entry up-to-date at all times. In the event of a dispute about the identity of a Participant, such Participant's Game Entry will be declared made by the authorized account holder of the email address provided in such Game Entry. The authorized account holder is defined as the natural person who is assigned to an email address by an Internet Service Provider, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A Participant may be required to provide proof that he or she is the authorized account holder of the email address provided with his or her Game Entry and is otherwise eligible to participate in the Game Series, including age and residency verification.

## **VIII. PRIZES**

The Winner of a Game will receive the award that is described on the Site for such Game (the "**Prize**"). Odds of winning the Prize depend on the number of Game Entries received for such Game and upon your level of skill and success in participating in such Game.

Participants will also be automatically entered into a random drawing at the end of the 2021-2022 Bruins Season for a chance to win the Game Series Grand Prize described on the Site (the "**Grand Prize Sweepstakes**"). Participants will receive one (1) Grand Prize Sweepstakes entry for each Game Entry. In addition, the Winner and runner-up of each Game in the Game Series will receive three (3) Grand Prize Sweepstakes entries and two (2) Grand Prize Sweepstakes entries, respectively. The Grand Prize Sweepstakes drawing will take place on or around the final game of the 2021-22 Boston Bruins season and will be conducted in accordance with its official rules available <[www.NESN.com/PredicttheGame](http://www.NESN.com/PredicttheGame)> (the "**Grand Prize Sweepstakes Rules**"). Odds of winning the Game Series Grand Prize depend on the number of Grand Prize Sweepstakes entries received. Solely

with respect to the Game Series Grand Prize, in the event of any conflict between these Rules and the Grand Prize Sweepstakes Rules, the Grand Prize Sweepstakes Rules will govern and control.

Only Eligible Persons that complete Game Entries are eligible to win Prizes. Players that participate in the Game Series as "Guests" are not eligible to win Prizes and will not be automatically entered in the Grand Prize Sweepstakes in the manner described above even if they are Eligible Persons.

Each Prize will be fulfilled by NESN or its designee. The Winner shall be fully responsible for any and all federal, state, territory, provincial and local taxes (including income and withholding taxes) incurred in connection with Prize redemption. 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 in connection with Prize acceptance or use are the sole responsibility of the Winner. The Prize is non-transferable and non-assignable, with no substitutions for cash or any other item. NESN reserves the right to substitute the Prize with a prize of comparable or greater value at its sole and absolute discretion.

## **IX. PRIZE CONDITIONS**

Except where prohibited by law, the Winner will be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release, and a Tax Acceptance Form (collectively, the "**Affidavit**"). The Affidavit must be completed, signed and returned to NESN during the Notification Period. Each Participant waives the right to assert as a cost of winning the Prize any and all costs of verification and redemption to redeem the Prize and any liability which might arise from redeeming or seeking to redeem the Prize.

## **X. 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 Prize) not identified in these Rules are the sole responsibility of the Winner, and the value of such Prize may be deemed ordinary income to the Winner. Each Winner should consult his or her personal tax advisor regarding redemption of the Prize. The Winner may be required to provide NESN with valid identification and a valid taxpayer identification number or social security number before the Prize will be 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.

## **XI. THIRD PARTY MARKETPLACES**

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

## **XII. RELEASE**

Players may not take actions that are negligent, injurious (including adopting profane or offensive user names (as determined in NESN's sole discretion)) or reckless in connection with any Game or the redemption of any Prize. Players who do not follow this rule will be barred from participation in the Game Series and the Grand Prize Sweepstakes and the redemption of any Prize, including the Game Series Grand Prize. Players are solely responsible for any injuries or other damages that are caused from their behavior.

By participating in a Game, each Player agrees (i) to comply with these Rules and the decisions of NESN, which are binding and final, and (ii) to the extent permitted by law, to waive and fully, completely and forever release and discharge NESN, the Red Sox, the Bruins, Apple, Facebook, Twitter, Instagram, Google and any other Marketplace, and each of their respective sponsors, Affiliates, officers, directors/managers, employees, agents, representatives, advertising and promotion agencies (collectively, "**Released Parties**"), for any injury, damage or loss that may occur (including attorney's fees), directly or indirectly, in whole or in part, from participation in such Game or from the receipt or use or misuse of any Prize or any travel or activity related to the receipt or use of any Prize, including (a) any Force Majeure event that causes such Game to be disrupted or corrupted; (b) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of the Prize, or acceptance, possession, or use of the Prize, or from participation in such Game; (c) any printing or typographical errors in any materials associated with such Game; and (d) any change in such Game or the Prize. By participating in a Game, each Player gives his or her express permission to be contacted by NESN by email for Game administration purposes. The Winner grants to NESN the right to publicize, publish, use, reproduce, broadcast or otherwise transmit, distribute, create derivative works of, publicly perform or display the Winner's name, city and state of residence, photograph, voice, statements or other likeness and his or her 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.

## **XIII. DISCLAIMERS & LIMITATION OF LIABILITY**

All third-party trademarks mentioned or portrayed in the Game Series or in any advertising associated with the Game Series are the property of their respective trademark owners.

Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered or mutilated Game Entries, transmissions, email 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 email notifications, including as a result of any form of active or passive filtering of any kind, or insufficient

space in a Player's email account to receive email messages or electronic communications that go to an individual's "spam" or "junk" folder; printing, typographical or other errors appearing within these Rules, in any Game-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 Game Series, including errors or difficulties which may occur in connection with the administration thereof, the processing of Game Entries, the announcement of the Prize or in any Game-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 Game Series. Released Parties are not responsible for injury or damage to Players' or to any other person's computer or wireless device related to or resulting from participating in the Game Series or downloading materials from any email, application or website associated with the Game Series. Persons who tamper with or abuse any aspect of a Game or attempt to undermine the legitimate operation thereof by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any Player 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 (including participation in the Grand Prize Sweepstakes or Game Series Grand Prize claims) will be void. Any attempt to deliberately damage the content or operation of a Game is unlawful and subject to legal action by NESN or its agents. NESN shall have the sole right to disqualify or ban any Player for violation of these Rules or any applicable laws relating to the Game Series, and to resolve all disputes in its sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof), and (ii) 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 OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE GAME SERIES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, NESN WILL DISQUALIFY ANY PLAYER 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 SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

BY PARTICIPATING IN A GAME, EACH PLAYER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) 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; (B) UNDER NO CIRCUMSTANCES WILL ANY PLAYER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND EACH PLAYER 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) PLAYER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND SUCH PLAYER 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.

#### **XIV. GOVERNING LAW & DISPUTE RESOLUTION**

All disputes, issues or questions concerning the Game Series, including the rights and obligations of Players and NESN in connection with any Game, or the construction, validity, interpretation and enforceability of these Rules shall be governed by, and construed in accordance with, the laws of the State of Massachusetts without giving effect to any choice of law or conflict of law rules (whether of the State of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Massachusetts.

As a condition to participating in a Game, each Player agrees that any and all disputes, claims, controversies or causes of action arising out of or relating to such Game, or any 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) 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.

## **XV. GENERAL CONDITIONS**

By participating in a Game, each Player acknowledges that he/she has read these Rules and agrees to be bound by them and by the decisions of NESN, which are final and binding on all matters pertaining to such Game and Prize redemption. Non-compliance with these Rules may result in disqualification, being barred from participation in the Game Series and Prize forfeiture. NESN reserves the right, in its sole discretion and without liability to any Player, to (i) cancel or suspend any Game in whole or in part should unauthorized human intervention or other causes compromise the administration, security, fairness, integrity or proper operation of such Game in whole or in part, and (ii) modify these Rules for clarification purposes without materially affecting these Rules. In the event that these Rules, the Game Series or any Game in the Game Series is challenged by any legal or regulatory authority, NESN reserves the right to discontinue or modify the Game Series (or any portion thereof), or to disqualify Players residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any Player who is disqualified due to such an action. NESN disclaims any responsibility to notify Players of any aspect related to the conduct of the Game Series.

## **XVI. PRIVACY AND PERSONAL INFORMATION**

NESN may collect personal data about Players and use such data in accordance with NESN’s Privacy Policy and as set forth in these Rules. By participating in a Game, each Player acknowledges that he/she (i) has read and accepts NESN’s Privacy Policy and (ii) 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.

## **XVII. 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 Game Series (or any portion thereof), and no Released Party shall be responsible or liable to any Player or Winner, or any person claiming through a Player or Winner, for failure to conduct the Game Series (or any portion thereof) or supply the Prize or any part thereof.

## **XVIII. MISCELLANEOUS**

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 Players 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 Game-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.

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.

## **XIX. WINNERS LIST**

NESN will announce the official Winner on the Site, and such Winner list will be displayed on the Site for a period of time to be determined by NESN. For an Official Winners List (available after the selection of the Winner), or for a copy of these Rules, send a self-addressed, stamped envelope to: "Predict The Game" (please specify Official Winner's List or Rules), c/o New England Sports Network, 480 Arsenal Way Watertown, MA 02472. Residents of Vermont with a return address in Vermont may omit the return postage on their request.

## **XX. GAMBLING PROBLEMS**

The Game Series is being provided for your entertainment purposes only. Nothing of value is wagered or bet in any Game and, as mentioned above, any points used for participating in a Game have no real world value, cannot be sold, traded or transferred, and do not carry over from Game to Game.

Nonetheless, if you have concerns about your gambling - or if you're concerned about a friend or family member - National Council on Problem Gambling (NCPG) offers support and counseling

referrals that may help you through personal, gaming-related issues. The NCPG operates a 24-hour confidential toll-free helpline that you can reach by phone or text at 1-800-522-4700 or chat at [ncpgambling.org/chat](http://ncpgambling.org/chat). For additional information or resources relating to problems with gambling, please visit the websites for National Council on Problem Gambling and/or National Center for Responsible Gaming.

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