**NESN’s Brick’s Backyard Rinks Contest**

**Presented by Franklin Sports**

**Official Rules 2022-2023**

##### 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 any part of the Contest (defined below), you agree to abide by these official rules (these “**Rules**”), which are a contract, so read them carefully before participating. 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 the Contest will be resolved solely by binding arbitration.

By participating in any part of the Contest, Participants (defined below) fully and unconditionally agree to these Rules and the decisions of New England Sports Network Limited Partnership (“**NESN**”) with respect thereto, which are final and binding in all matters related to the Contest. Failure to comply with these Rules, as determined in the sole discretion of NESN, may result in disqualification from the Contest and forfeiture of any prize won.

###### SPONSOR

The Contest is sponsored by NESN, which is located at 480 Arsenal Way Watertown, MA 02472.

**CONTEST DESCRIPTION**

NESN is conducting a contest under the banner “NESN’s Brick’s Backyard Rinks Contest” (the “**Contest**”) whereby fans tell us why they believe they should win a backyard ice rink for a chance to win their very own backyard ice rink from EZ ICE, Inc. with a private ice hockey clinic hosted by NESN’s Andy Brickley and other Prizes, as more specifically described below.

In order to participate in the Contest, an Eligible Person (defined below) shall submit an original written essay describing how winning a backyard ice rink will grow the game of hockey in his or her community (the “**Submission**”) in accordance with these Rules. Each Submission must be in the English language and must not exceed 250 words in length. Submissions that do not comply with these Rules will be void, eliminated and not eligible for consideration. When you submit a Submission to NESN pursuant to this Contest, you agree that NESN has the right to publish any part of such Submission for any type of use, including promotional and advertising purposes, without any notice, payment or credit to you.

A panel of three (3) judges selected by NESN in its sole discretion (the “**Panel**”) will select the three (3) most compelling Submissions (each, a “**Contest Finalist**”) in accordance with the following judging criteria (collectively, the “**Judging Criteria**”):

* quality of the personal story relating why the Eligible Person should win the backyard ice rink(50%); and
* clarity of the essay (30%).

Upon verification of eligibility in accordance with these Rules, the three Contest Finalists shall each win a Finalist Prize (defined below) and be named “**Contest Winners**.” Each Contest Winner will thereafter be considered for an opportunity to win the Grand Prize (defined below). The Finalist Prizes and the Grand Prize are each referred to herein as a “**Prize**.”

To be considered for the Grand Prize, within two (2) business days following Contest Winner Notification (defined below), each Contest Winner will be required to produce images of the backyard that would be used to set up the backyard ice rink if such Contest Winner were to win the Grand Prize (the “**Additional Materials**”). The Panel will evaluate all Additional Materials timely submitted by the Contest Winners in accordance with the following judging criteria (collectively, the “**Grand Prize Judging Criteria**”) to determine the winner of the Grand Prize (the “**Grand Prize Winner**”):

* suitability for an ice rink to be installed on the backyard proposed by each Contest Winner (75%). The ice rink assembly portion of the Grand Prize requires a suitable flat surface for installation, and therefore the backyard location and specifications thereof will factor heavily in Grand Prize Winner selection. The slope of the location selected cannot exceed 12 inches from level in any direction; and
* ability to demonstrate (a) ownership of the backyard space proposed by each Contest Winner or (b) the rights to use the backyard space proposed by each Contest Winner in the manner contemplated by these Rules (25%).

The Contest Winners will be announced by NESN on the Site (defined below) on or around January 31, 2023. The Grand Prize Winner will be announced by NESN on the Site on or around February 15, 2023. All decisions by NESN regarding selection of the Contest Winners and the Grand Prize Winner shall be final.

###### ELIGIBILITY

The Contest is open to all legal residents of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island or Vermont who are the older of (a) 18 years of age and (b) the legal age of majority in his or her jurisdiction of residency. The Contest 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 (including, without limitation, Franklin Sports Inc. (“**Franklin Sports**”) and EZ ICE, Inc.), 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 the Contest in accordance with this section of the Rules shall be referred to as an “**Eligible Person**.”

###### HOW TO ENTER

Eligible Persons who wish to participate in the Contest must send NESN their Submissions by either of the following means:

1. Website Entry: An Eligible Person may complete the online entry form available at NESN.com/BricksRinks (the “**Site**”) beginning on December 15, 2022 at 12:00 p.m. ET, and shall submit the completed form by clicking “submit” to be entered into the Contest (a “**Website Entry**”). All Website Entries must be received by January 20, 2023 at 11:59 a.m. ET (the “**Entry Period**”). Incomplete or inaccurate Website 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/, respectively.

or:

1. E-Mail Entry: An Eligible Person who wishes to enter the Contest but does not wish to complete a Website Entry (an “**E-mail Entrant**”) can send an e-mail to sports@NESN.com during the Entry Period with “2022-2023 Brick’s Backyard Rinks Email Submission”in the subject heading of the e-mail, his or her Submission attached to the e-mail in PNG, JPG, GIF or PDF file format, and the following in the e-mail message: (a) the E-mail Entrant’s full name, mailing address (including city, state and zip code), and day and evening telephone numbers (including area codes); and (b) the statement “I acknowledge that I have read, understand and agree to the 2022-2023 Brick’s Backyard Rinks Contest Official Rules” (such entry, an “**E-mail Entry**”). Incomplete or inaccurate E-mail Entries are void. NESN will use the E-mail Entrant’s e-mail and contact information solely for Contest administration purposes. E-mail Entries must be received by NESN during the Entry Period to be valid. E-mail Entries received outside the Entry Period are ineligible and void.

Each Website Entry or E-mail Entry shall be referred to as a “**Contest Entry**.” Only one (1) Contest Entry will be accepted per Authorized Account Holder (defined below). Additional Contest Entries beyond the specified limit will be void and ineligible. NESN is not responsible for lost, misdirected, illegible, damaged or undelivered Contest Entries. Contest Entries that have been tampered with or altered, mass Contest Entries or Contest Entries generated by scripts, macro or other automated means or with the intent to affect the integrity of the Contest are void and will be disqualified. Only complete Contest Entries received during the Entry Period will be valid. Upon completing and submitting the Contest Entry, the Eligible Person submitting the Contest Entry shall become (and shall be referred to in these Rules as) a “**Participant**.” NESN’s computer will be the official clock of the Contest. Participants are responsible for ensuring that the information provided on their Contest Entries is accurate and up-to-date. Eligible Persons wishing to participate in the Contest are solely responsible for Internet connectivity, software or hardware that may be required in order to complete and submit a Contest Entry. No additional methods of participation in the Contest will be accepted.

###### CONTEST WINNER DETERMINATION

The Panel will review and judge, in accordance with the Judging Criteria, all Contest Entries that are timely submitted and that comply with these Rules to determine three (3) Contest Finalists. Upon verification of eligibility in accordance with these Rules, the three (3) Contest Finalists shall each win a Finalist Prize (defined below) and be named “**Contest Winners**.” If any Contest Finalist does not meet the eligibility criteria set forth in these Rules, he or she will be disqualified from the Contest and NESN will have the right to pick another Contest Finalist without notice to such disqualified Participant. All three (3) Contest Winners will be announced by NESN on the Site on or around January 31, 2023 (the period of time between the end of the Entry Period and this date, the “**Contest Notification Period**”). NESN will then select one (1) Contest Winner per the Grand Prize Judging Criteria. The Grand Prize Winner will be announced by NESN on the Site on or around February 15, 2023 (the period of time between the Grand Prize Winner selection and this date, the “**Grand Prize Notification Period**”).

Decisions of NESN regarding the Contest, Contest Finalists, Contest Winners, Grand Prize Winner, and the distribution of Prizes are final. No drawings, sweepstakes, raffles or other elements of chance shall be used to determine the Contest Winners.

###### CONTEST WINNER NOTIFICATION

For a period of two (2) days following NESN’s selection of the Contest Finalists, between 9 a.m. ET and 5 p.m. ET, NESN will make reasonable efforts to contact the Contest Finalists to confirm their Contest eligibility (the “**Contest Winner Notification**”) using the contact information provided in his or her Contest Entry. If, for any reason, any Contest Finalist 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 timely reach such Participant), or (b) unable or unwilling to timely return all identification and documentation required by NESN in order to claim a Prize (including the Affidavit), then such Contest Finalist may be disqualified from the Contest and his or her Prize (including, without limitation, his or her chance to be considered for the Grand Prize) forfeited in NESN’s sole discretion, and NESN reserves the right to select or not select an alternate Contest 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 contact information provided with his or her Contest Entry up-to-date at all times. In the event of a dispute about the identity of a Participant, such Participant’s Contest Entry will be declared made by the Authorized Account Holder of the e-mail address provided in such Contest Entry. The “**Authorized Account Holder**” is defined as the natural person who is assigned to an e-mail address by an Internet Service Provider, online access provider or other organization (*e.g.*, business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A Participant may be required to provide proof that he or she is the Authorized Account Holder of the e-mail address provided with his or her Contest Entry and is otherwise and Eligible Person.

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

###### FINALIST prize

The Finalist Prize consists of one (1) $500 Franklin Sports gift card per Contest Winner. The approximate retail value (“**ARV**”) of the Prize is Five Hundred Dollars ($500). The odds of winning the Finalist Prize depend on the number of Contest Entries received from Eligible Persons and the Participant’s skill in crafting his or her Submission, based on the aforementioned Judging Criteria.

All Finalist Prizes will be fulfilled by Franklin Sports. The Contest Winners 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 Contest Winners. The Prizes are non-transferable and non-assignable, with no substitutions for cash or any other item. NESN reserves the right to (i) cancel or suspend the Contest (or any portion thereof), (ii) substitute Andy Brickley for another recognizable NESN on-air personality, at NESN’s sole discretion and/or (iii) substitute any Prize with a prize of comparable or greater value at its sole and absolute discretion.

**GRAND PRIZE CONTEST**

The Grand Prize Winner will be selected by the Panel from among the three (3) Contest Winners: there will be one (1) Grand Prize awarded to the Contest Winner that best represents the Grand Prize Judging Criteria in accordance with these Rules. The “**Grand Prize**” will consist (a) one (1) twenty-five foot (25’) by fifty foot (50’) rink kit from EZ ICE, Inc. (the “**Rink Kit**”); (b) two (2) Franklin Sports street hockey nets, one (1) $500 Franklin Sports gift card, $500 worth of other retail items from Franklin Sports and two (2) street hockey sticks (collectively, the “**Franklin Sports Prizes**”); and (c) the unique opportunity to have NESN’s Andy Brickley host an ice hockey clinic for the Grand Prize Winner’s family and friends on the Grand Prize Winner’s backyard ice rink (the “**Hockey Clinic**”). Andy Brickley’s participation in the redemption of the Grand Prize is subject to his availability, and NESN reserves the right, at its sole discretion, to substitute him for another recognizable NESN on-air personality. The ARV of the Grand Prize is approximately nine thousand five hundred Dollars ($9,500). The odds of winning the Grand Prize depend on the total number of Contest Winners and the quality of the Additional Materials submitted by the Contest Winners, as judged per the Grand Prize Judging Criteria.

For a period of two (2) days following the Grand Prize Winner selection, NESN will make reasonable efforts to reach the Grand Prize Winner (between 9 a.m. ET and 5 p.m. ET) using the contact information provided in his or her Contest Entry. Except where prohibited by law, the Grand Prize Winner will be required to execute an Affidavit, which must be completed, signed and returned to NESN during the Grand Prize Notification Period in order for the Grand Prize Winner to redeem the Grand Prize. If such Grand Prize Winner is unable or unwilling to (a) timely return all identification and documentation required by NESN in order to claim the Grand Prize (including, without limitation, the Affidavit and any verification of land ownership regarding the proposed backyard, indemnification, or waiver and release of claims by such land owner requested by NESN), or (b) otherwise redeem the Grand Prize, then such winning Participant may be disqualified from the Contest and the Grand Prize forfeited in NESN’s sole discretion, and NESN reserves the right to select or not to select an alternate Grand Prize Winner. Upon Prize forfeiture for any reason under these Rules, no compensation will be given to the forfeiting party.

The Rink Kit will be fulfilled by EZ ICE, Inc.; the Franklin Sports Prizes will be fulfilled by Franklin Sports; and the Hockey Clinic will be fulfilled by NESN. The Grand Prize Winner shall be fully responsible for any and all applicable federal, state, territory, provincial and local taxes (including income and withholding taxes) incurred in connection with his or her redemption of the Grand Prize. All costs and expenses associated with Grand Prize acceptance and use not specified herein as being provided by Sponsor, including any lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Grand Prize, are the sole responsibility of the Grand Prize Winner. All rink maintenance, once assembled, will also be the sole responsibility of the Grand Prize Winner. The Grand Prize is non-transferable and non-assignable, with no substitutions for cash or any other item. Notwithstanding anything to the contrary, Sponsor reserves the right, in its sole discretion and at any time, to: (i) cancel or suspend the Contest (or any portion thereof), (ii) substitute Andy Brickley for another recognizable NESN on-air personality, at NESN’s sole discretion and/or (iii) substitute the Prize with a prize of comparable or greater value to be determined by Sponsor in its sole discretion.

**ADDITIONAL CONDITIONS APPLICABLE TO THE GRAND PRIZE**

All Hockey Clinic participants shall wear full hockey equipment (including, without limitation, hockey helmets) for the duration of the Hockey Clinic and must be able to skate on their own without any external assistance. All Hockey Clinic participants shall be required (i) to sign a form of general waiver and release provided by NESN and (ii) otherwise comply with rules imposed by NESN employees or representatives. The number of Hockey Clinic participants shall not exceed 10. The date and time of the backyard ice rink installation and dismantling, and the Hockey Clinic, shall be determined by NESN and is subject to change. In the event that the Hockey Clinic cannot be played due to inclement weather, an act of God, or other similar cause beyond the reasonable control of NESN, NESN shall endeavor to reschedule the Hockey Clinic. NESN reserves the right to remove or to deny participation to the Grand Prize Winner and/or any of his or her Hockey Clinic guests if any of them engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass Andy Brickley or any other member of Andy Brickley’s team or the NESN crew or any other guest. The participation in the Hockey Clinic awarded as the Grand Prize may not be resold or offered for resale by the Grand Prize Winner or any third party, or used by the Grand Prize 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.

**TAXES & PRIZE CONDITIONS**

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 a Prize) not identified in these Rules are the sole responsibility of the Contest Winners, and the value of such Prize may be deemed ordinary income to the Contest Winners by the IRS. Each Contest Winner should consult his or her personal tax advisor regarding redemption of a Prize. The Contest Winners may be required to complete and submit certain documentation required under U.S. federal, state or local tax regulations and to provide NESN with valid identification and a valid taxpayer identification number or social security number before their respective Prizes will be awarded. The Grand Prize Winner will receive an IRS form 1099 from EZ ICE, Inc. at the end of the calendar year, and a copy of such form will be filed with the Internal Revenue Service. 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 may result in disqualification and Prize forfeiture.

**ADDITIONAL TERMS APPLICABLE TO SUBMISSIONS AND ADDITIONAL MATERIALS**

In exchange for the opportunity to participate in the Contest, the receipt of which shall be sufficient consideration for the following consent, license and release (“**Submission Release**”), each Participant hereby:

1. represents that his or her Submission, and any Additional Materials submitted by such Participant, is an original work of authorship and that he or she owns all right, title and interest in and to such Submission or Additional Materials (as the case may be), or otherwise has all necessary rights therein in order to submit it or them for consideration under these Rules;
2. consents to the collection by NESN of his or her personal information, including name, address (city and state of residence), telephone number(s) and e-mail address(es) (the “**Personal Information**”) in connection with his or her participation in this Contest;
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 Submission, and from any Additional Materials submitted by him or her, 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 Submission or Additional Materials 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 (and any other Personal Information included in the Submission or Additional Materials), likeness, image, voice, statements, appearance and performance as embodied or included in the Submission or Additional Materials, in whole or in part, for advertising, promotional and trade purposes in conjunction with this and similar contests 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 Submission or Additional Materials, and use the Submission or Additional Materials in whole or in part or in combination with other materials; and (d) assign or license others to use the Submission or Additional Materials for all of the purposes hereunder;
5. acknowledges that he or she shall have no right of approval of any use of the Submission or any Additional Materials as permitted hereunder;
6. agrees that he or she shall use any copy of the Submission or Additional Materials that he or she retains solely for 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 Submission, the Additional Materials, the Personal Information 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.

No Submission or Additional Materials shall contain:

* pornography, adult-oriented content or any other sexually-explicit material;
* materials relating to lotteries or gambling;
* explicit language or content, images of violence, or promotion of illegal activities;
* content in violation of intellectual property rights or laws;
* libelous, defamatory, disparaging, tortious or slanderous materials;
* content that denigrates, disparages or reflects negatively on NESN, its owners and employees;
* references to tobacco, e-cigarettes, alcohol or drugs;
* references to dangerous stunts;
* references to real weapons of any kind, including guns, knives or projectiles;
* material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation;
* content owned by any third party; or
* material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state where the Submission or Additional Materials are created.

Any Submission or Additional Materials that do not comply with the foregoing will be disqualified from the Contest and the Participant will be immediately eliminated from Contest consideration.

**THIRD PARTY MARKETPLACES**

The Contest is being offered by Sponsor 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 through the NESN app (collectively, “**Marketplaces**”). The Marketplaces are not responsible for any part of the Contest and have no obligation to you whatsoever with respect to the Contest. Without limiting the foregoing, the Marketplaces are not responsible for addressing any claims by Participant or any third party relating to the Contest, including anything related to these Rules or the Prizes. The Marketplaces do not, in any way, sponsor, endorse or administer the Contest.

**WAIVER OF LIABILITY/PUBLICITY RELEASE**

Participants may not take actions that are negligent, injurious or reckless in connection with the Contest or the redemption of the Prizes. Participants who do not follow this rule will be barred from participation in the Contest and redemption of the Prizes. Participants are solely responsible for any injuries or other damages that are caused from their behavior.

###### By participating in the Contest, each Participant agrees (a) to comply with these Rules and the decisions of NESN, which are binding and final, and (b) to the extent permitted by law, to waive and fully, completely and forever release and discharge NESN, the Red Sox, the Bruins, Franklin Sports., EZ ICE, Inc., Apple, Facebook, Twitter, Instagram 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 the Contest 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 any part of the Contest 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 a Prize, or acceptance, possession, or use of a Prize, or from participation in the Contest; (c) any printing or typographical errors in any materials associated with the Contest; and (d) any change in a Prize. By participating in the Contest, each Participant gives his or her express permission to be contacted by NESN by e-mail for Contest administration purposes. The Contest Winners and Grand Prize Winner grant to NESN the right to publicize, publish, use, reproduce, broadcast or otherwise transmit, distribute, create derivative works of, publicly perform or display the Contest Winner’s name, city and state of residence, photograph, voice, statements or other likeness, his or her Submission or Additional Materials (in whole or in part), 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. No Submission or Additional Materials will be returned to a Participant, and no consideration whatsoever will be provided to a Participant for his or her Submission or Additional Materials other than the Finalist Prizes for the Contest Winners and the Grand Prize for the Grand Prize Winner, in accordance with these Rules.

###### DISCLAIMERS

All third-party trademarks mentioned or portrayed in the Contest or in any advertising associated with the Contest 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 Contest 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, including as a result of any form of active or passive filtering of any kind, or insufficient space in a Participant’s e-mail account to receive e-mail 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 Contest-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 Contest, including errors or difficulties which may occur in connection with the administration thereof, the processing of Contest Entries, the announcement of Prizes or in any Contest-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 Contest. 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 Contest or downloading materials from any e-mail, application or website associated with the Contest. Persons who tamper with or abuse any aspect of the Contest 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 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 Contest 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 Contest, and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof), 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 OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE CONTEST 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 SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

###### LIMITATION OF LIABILITY

**BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT 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 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.**

**GOVERNING LAW AND DISPUTE RESOLUTION**

All disputes, issues or questions concerning the Contest, including the rights and obligations of Participants and NESN in connection with the Contest, 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 the Contest, each Participant agrees that any and all disputes, claims, controversies or causes of action arising out of or relating to the Contest, or any Prize awarded (each, a “**Claim**”), shall be (a) 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 (b) 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.

**GENERAL CONDITIONS**

By participating in the Contest, each Participant 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 the Contest and Prize redemption. Non-compliance with these Rules may result in disqualification and Prize forfeiture. NESN reserves the right, in its sole discretion and without liability to any Participant, to (a) cancel or suspend the Contest in whole or in part should unauthorized human intervention or other causes compromise the administration, security, fairness, integrity or proper operation of any part of the Contest, and (b) modify these Rules for clarification purposes without materially affecting these Rules. In the event that the Contest or any part of these Rules is challenged by any legal or regulatory authority, NESN reserves the right to discontinue or modify the Contest (or any portion thereof), 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. NESN disclaims any responsibility to notify Participants of any aspect related to the conduct of the Contest.

**PRIVACY AND PERSONAL INFORMATION**

NESN may collect personal data about Participants and use such data in accordance with NESN’s Privacy Policy and as set forth in these Rules. By participating in the Contest, 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.

**FORCE MAJEURE**

Without limiting any other provision in these Rules, in the event that NESN’s activities or other Released Party’s operations or activities are affected by any acts of God, weather conditions, any action, regulation, 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 or actual terrorist acts, air raid, blackout, act of public enemy, earthquake, flood, wildfire, tornado, hurricane, volcanic eruption or other natural catastrophe, war (declared or undeclared), epidemic, pandemic or public health crisis (*e.g.*, COVID-19), explosion, fire, embargo, work stoppage or strike (whether legal or illegal), civil disturbance, insurrection, riot, or any other similar cause or circumstances out of their control as determined by NESN in its sole discretion, whether or not specifically mentioned above, NESN shall have the right to modify, suspend, or terminate the Contest (or any part 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 any part of the Contest or supply any Prize.

**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 Participants 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 Contest-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, (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

For an Official Winners List (available after the selection of the Grand Prize Winner), or for a copy of these Rules, send a self-addressed, stamped envelope by June 30, 2023 to: 2022-2023 Brick’s Backyard Rinks Contest, 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.