

2024 Ultimate Ski Weekend Giveaway
Presented by Omni Mount Washington Resort
(the “Sweepstakes”)
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION, AND 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 THE ULTIMATE SKI TRIP GIVEAWAY

Enter for a chance to win four (4) ski lift tickets at Bretton Woods at Omni Mount Washington Resort (“**Omni Mount Washington Resort**”) and one (1) night stay for two (2) adults at the Omni Mount Washington Resort in Bretton Woods, New Hampshire during 2023-24 ski season! The Sweepstakes and redemption of the Prize (defined below) is subject in all respects to the terms and conditions of these Rules. NESN is the sponsor and administrator of the Sweepstakes. Omni Mount Washington Resort is responsible for the fulfillment of the Prize.

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 the 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 either of the following ways:

1. **Online Entry:** Beginning on January 2, 2024 at 5:00 p.m. Eastern Time (“**ET**”) and continuing through 11:59 p.m. ET on January 28, 2024 (the “**Entry Period**”), Eligible Persons can enter the Sweepstakes by visiting NESN.com/BrettonWoods (the “**Site**”) and clicking on the Sweepstakes banners, buttons or links to access the online entry form for the Sweepstakes (an “**Online Entry**”). Only one (1) Online Entry will be permitted for each Eligible Person. All persons 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/>, respectively.

or:

2. **Online Entry:** In lieu of submitting an Online Entry via the Site, an Eligible Person can enter the Sweepstakes by sending an e-mail (an “**E-mail Entrant**”) to sports@NESN.com during the Entry Period with “2024 Ultimate Ski Weekend Giveaway” in the subject heading of the e-mail 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 2024 Ultimate Ski Weekend Giveaway 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 Sweepstakes 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 Online Entry and E-mail 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 the Drawing (defined below). An Eligible Person can enter the Sweepstakes via the Online Entry method or the E-mail Entry method described above and cannot use both methods to generate additional Sweepstakes Entries beyond the permitted amount. All additional Sweepstakes Entries beyond the specified limit will be void and not counted. Incomplete or inaccurate Sweepstakes Entries are void. 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 NESN.com platform, in the case of Online Entries, or the sports@NESN.com inbox, in the case of E-mail 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 and/or (b) mobile text messages and updates from NESN; 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.

SWEEPSTAKES DRAWINGS

One (1) winner will be selected in a random drawing conducted by NESN within 48 hours following the conclusion of the Entry Period from among all eligible Sweepstakes Entries received by NESN during the Entry Period (each, a “**Drawing**”). After confirming the winner’s eligibility under, and agreement to abide by, these Rules, NESN will confirm such winner’s status as a “**Winner**” under these Rules. The 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 Winner are final.

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

SWEEPSTAKES PRIZE

The Winner of the Drawing will receive four (4) ski lift tickets at Bretton Woods and one (1) night stay for two (2) adults at the Omni Mount Washington Resort in Bretton Woods, New Hampshire during 2023-2024 ski season (the “**Prize**”). Approximate Retail Value (“**ARV**”) of the Prize is: \$1900. Odds of winning the Prize depend on the number of valid Sweepstakes Entries received. The Prize

will be fulfilled by Omni Mount Washington Resort. The Winner is fully responsible for any and all applicable federal, state, territory, provincial and local taxes (including income and withholding taxes) incurred in connection with the Winner's redemption of the 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 the Winner or his or her guests in connection with Prize redemption, are the sole responsibility of the Winner. The Prize is 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 the Prize with a prize of comparable or greater value to be determined by NESN in its sole discretion. **The Winner must redeem the Prize by April 7, 2023 and Prize is only valid Sunday-Thursdays and Non-Holidays as defined by Omni Mount Washington.**

PRIZE WINNER NOTIFICATION

The Winner will be notified by e-mail or phone call (using the e-mail address and/or phone number provided on the Winner's Sweepstakes Entry) promptly following the Drawing, and given instructions on how to claim the Prize ("**Winner Notification**"). The Winner will be required to execute, have notarized and return an affidavit of eligibility and release of liability provided by NESN (the "**Affidavit**") within two (2) days 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 Bretton Woods, parking, tax, food and beverage costs and gratuities are not included in the Prize. The Winner's guests must each be at least 18 years of age at the time he or she uses the Prize. The Winner must redeem the Prize by April 7, 2023 and Prize is only valid Sunday-Thursdays and Non-Holidays as defined by Omni Mount Washington. Use of any Bretton Woods lift 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 closure, delayed opening or early closure of Bretton Woods, which are determined at the discretion of Bretton Woods. The Winner and his or her guests agree to comply with all rules and guest policies of Bretton Woods, including but not limited to COVID-19 safety protocols and requirements. NESN and Bretton Woods reserve the right to remove or to deny entry to the 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 Bretton Woods personnel, and vendors in or around the venue, other Bretton Woods patrons or any other person at the venue. The Prize may not be resold or offered for resale by the Winner or any third party, or used by the 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

The Prize is 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 the Prize are the sole responsibility of the Winner, and the value of the Prize may be deemed ordinary income to the Winner by the IRS. The Winner should consult his or her personal tax advisors regarding redemption of the Prize. NESN may require the 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 the Winner to sign and deliver a waiver of liability and publicity release (where not prohibited by law) and other documentation prior to

delivering the 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 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 the 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, Major League Baseball, the NHL, Bretton Woods, Omni Mount Washington Resort, 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 the Prize or any travel or activity related to the redemption of the 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 for Sweepstakes administration purposes. Each Winner, by acceptance of the 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 Prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, tampering, hacking, or by any equipment or programming associated with or used in the Sweepstakes. Released Parties are not responsible for injury or damage to Participants' or to any

other person's computer or wireless device related to or resulting from participating in the Sweepstakes or downloading materials from any e-mail, application or website associated with the Sweepstakes. Persons who tamper with or abuse any aspect of the Sweepstakes 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 the 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, 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, the 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 or username 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 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 the 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 Winner, mail a stamped, self-addressed envelope (to arrive by January 31, 2024) to: 2024 Ultimate Ski Weekend Giveaway 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 the Winner, or any person claiming through a Participant or the Winner, for failure to conduct the Sweepstakes, or to supply the Prize or any part thereof.

TRADEMARKS

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