

PENGUINS PASSPORTSM PRIZE DRAWING EVENT 2018

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. ELIGIBILITY:** The PENGUINS PASSPORTSM Prize Drawing Event 2018 (“**Event**”) is open only to PENGUINS PASSPORTSM Holders (as defined in Section 3 below). Employees, contractors, directors and officers of Pittsburgh Penguins LP (the “**Penguins**”), its parent, affiliates (including without limitation the National Hockey League (“**NHL**”) and all other member teams), subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies, and all other service agencies involved with the Event, and members of the immediate family (spouse, parent, child, sibling and their respective spouse(s)) and household members of each such employee are not eligible to participate. The Event is void in Puerto Rico and where prohibited.
- 2. HOW TO OBTAIN A PENGUINS PASSPORT:** A PENGUINS PASSPORTSM is available through various promotional creative presentations (“**Creative Presentation(s)**”) sponsored by the Penguins and by authorized sponsors of the Event (“**Event Sponsors**”). Each Creative Presentation offered by an Event Sponsor is subject to its own official rules. To obtain a PENGUINS PASSPORTSM, a person who is eligible for such Creative Presentation must enter and win the PENGUINS PASSPORTSM in accordance with the official rules for the entered Creative Presentation. Creative Presentations are only open to legal residents of the 50 United States (and the District of Columbia) who are at least 18 years of age at the time of entry. Some Creative Presentations have additional eligibility requirements (e.g., only open to legal residents of the Commonwealth of Pennsylvania who are at least 21 years of age at the time of entry); review the official rules of each Creative Presentation for eligibility requirements. The Penguins are not a sponsor of Creative Presentations sponsored by third parties, who are solely and exclusively responsible for the operation and administration of the Creative Presentation in which one or more PENGUINS PASSPORTS will be awarded. Each Creative Presentation will have its own timing specifications, which apply to the disposition of the PENGUINS PASSPORTSM offered in each such Creative Presentation. Once the winner of a PENGUINS PASSPORTSM takes possession of such passport pursuant to the official rules of such Creative Presentation, that winner is solely and exclusively responsible for registering the PENGUINS PASSPORTSM as set forth in Section 3 below. Proper and complete registration of the PENGUINS PASSPORTSM constitutes entry into the Event’s Initial Drawing, described further in Section 5 below.
- 3. REGISTRATION:** A PENGUINS PASSPORTSM by itself does not entitle the recipient to any rights, including the right to participate in the Event. A person MUST PROPERLY AND COMPLETELY REGISTER A PENGUINS PASSPORT IN ORDER TO BE ELIGIBLE FOR THE EVENT. ALL REGISTRATIONS MUST BE FINALLY RECEIVED BY THE PENGUINS ON OR BEFORE **MARCH 16, 2018** (the “**Registration Deadline**”). NO EXCEPTIONS WILL BE MADE FOR LATE REGISTRATIONS EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF THE PENGUINS IN ITS SOLE DISCRETION. A PENGUINS PASSPORTSM that is not registered by the Registration Deadline may be deemed VOID, and if you do not follow all of the instructions, provide the required information, or your Registration Materials (as defined below) are not received by the Penguins by the Registration Deadline, you may be disqualified. To register a PENGUINS PASSPORTSM, the winner of a PENGUINS PASSPORT in a Creative Presentation must (1) sign and acknowledge the documents reasonably required by the Penguins (“**Registration Materials**”), all of which will be distributed by the Event Sponsor with the PENGUINS PASSPORTSM; and (2) mail the signed and acknowledged Registration Materials to: PENGUINS PASSPORTSM Prize Drawing Event, 1001 Fifth Avenue, Pittsburgh, PA 15219. If any PENGUINS PASSPORTSM recipient is considered a minor in his/her jurisdiction of residence, the Registration Materials must be signed and acknowledged by his/her parent or legal guardian. In order for receipt by the Penguins no later than the Registration Deadline, your Registration Materials should be *post-marked* no later than **March 11, 2018** and *received* no later than **March 16, 2018**. For your protection, it is suggested that you send your Registration Materials via certified mail, return receipt requested and keep a photocopy of all of your Registration Materials for

your records. The proper and complete submission of the Registration Materials is solely and exclusively the responsibility of the PENGUINS PASSPORTSM recipient. The Penguins are not responsible for lost, late, illegible, misdirected, mutilated, incomplete, or postage-due mail or submissions. Mechanical reproductions are void. All materials submitted become the property of the Penguins and will not be returned. A PENGUINS PASSPORTSM may only be registered once. Transfers, changes, or assignments are prohibited, except with the express, written consent of the Penguins. Each individual that properly registers a PENGUINS PASSPORTSM in accordance with the terms hereunder (as verified by the Penguins) shall be deemed a “**PENGUINS PASSPORT Holder**.” At all times a PENGUINS PASSPORTSM Holder’s eligibility is dependent upon his or her compliance with these Official Rules, which are final and binding in all respects.

4. **TIMING:** The Event starts October 4, 2017, and ends on April 6, 2018, culminating in the Grand Prize Event Drawing, described in Section 6 below. Key dates and deadlines are summarized as follows:

Availability of PENGUINS PASSPORTS through Various Creative Presentations and Promotions Offered by the Penguins and by Event Sponsors	October 4, 2017 – March 9, 2018
Deadline for Receipt by Penguins of Registration Materials	March 16, 2018
Validation and Confirmation of PENGUINS PASSPORT SM Holders	March 17-March 25, 2018
Initial Drawing Date	March 26, 2018
Grand Prize Event Drawing Date	April 6, 2018

5. **THE INITIAL DRAWING DATE:** On March 26, 2018, at approximately 12:00 p.m. Eastern Time, the Penguins will randomly select five (5) finalists (“**PENGUINS PASSPORTSM Finalists**”) from among all PENGUINS PASSPORTSM Holders (the “**Initial Drawing**”). The decisions of the Penguins as to the administration of the Initial Drawing are final and binding. The odds of being selected as a PENGUINS PASSPORTSM Finalist is 1 in 4.
6. **THE GRAND PRIZE EVENT DRAWING:** All PENGUINS PASSPORTSM Finalists will be invited to attend the Penguins vs. Senators game at the PPG Paints Arena in Pittsburgh, PA, on April 6, 2018 (the “**Game**”). Appropriate tickets, in the Penguins’ sole discretion, will be provided for entry to the Game unless tickets to the Game already were awarded to the PENGUINS PASSPORTSM Finalist in a Creative Presentation sponsored by an Event Sponsor. In the event that a PENGUINS PASSPORTSM Finalist cannot physically be present at the Game, a Finalist Designee may be appointed, subject to Section 8 below. In any event, either the PENGUINS PASSPORTSM Finalist or his or her Finalist Designee must be present at the Game and at the time of the random drawing (the “**Grand Prize Event Drawing**”) for the Grand Prize (as defined below). The Grand Prize Event Drawing will be conducted in the presence of representatives of the Penguins who will act as judges (“**Drawing Judges**”) of the Grand Prize Event Drawing. The decisions of the Drawing Judges as to the administration of the drawing are final and binding. At a moment during or after the Game determined by the Penguins in its sole discretion, each PENGUINS PASSPORTSM Finalist or his or her Finalist Designee will be instructed to come on the ice. Each PENGUINS PASSPORTSM Finalist will have a unique drawing ball placed into a random drawing machine. The Drawing Judges will then conduct a random drawing from among all of the PENGUINS PASSPORTSM Finalist drawing balls. One (1) PENGUINS PASSPORT Finalist corresponding with the drawn ball will be determined and announced as the “**PENGUINS PASSPORTSM Event Winner**.” The odds of being selected the PENGUINS PASSPORTSM Event Winner after being selected as a PENGUINS PASSPORTSM Finalist is 1 in 5. If for any reason the PENGUINS PASSPORTSM Event Winner, regardless of whether he or she has been announced as such, is disqualified or voluntarily rejects the prize, the Penguins may, but is not required to, conduct a supplemental drawing from among all remaining PENGUINS PASSPORTSM Finalists to award the Grand Prize (as defined below).
7. **ONE (1) GRAND PRIZE:** The PENGUINS PASSPORTSM Event Winner will have the option to select one of the two following prizes:

Option 1:

- Two (2) FedEx level tickets to all Pittsburgh Penguins 2018-2019 preseason and regular season home games (“**Penguins Tickets**”);
- Two (2) tickets to all Pittsburgh Penguins 2018-2019 regular season away games (“**Away Game Tickets**”, and together with the Penguins Tickets, collectively, the “**Prize Tickets**”);
- \$20,000 in airline travel vouchers;
- \$15,000 in hotel gift cards; and
- \$100,000.

Approximate Retail Value (“**ARV**”) of Option 1 Grand Prize: \$155,000.

Option 2:

- \$125,000.

ARV of Option 2 Grand Prize: \$125,000.

The prize selected by the PENGUINS PASSPORTSM Event Winner – either Option 1 or Option 2 - shall be deemed the “**Grand Prize**”. For the avoidance of doubt, if the PENGUINS PASSPORTSM Event Winner selects Option 2, the PENGUINS PASSPORTSM Event Winner will not receive the difference between the ARV of Option 1 and Option 2.

Grand Prize Terms and Conditions: Grand Prize is nontransferable and no cash equivalent or substitution is offered except at the sole discretion of the Penguins. The PENGUINS PASSPORTSM Event Winner is responsible for all costs and expenses associated with the acceptance or use of the Grand Prize that are not specifically stated above. The Penguins reserve the right to substitute the Grand Prize, or portion thereof, with a prize of comparable or greater value, in its sole discretion. Cash prizes (\$100,000 for Option 1 or \$125,000 for Option 2) will be awarded in the form of a check. The ARV of the Away Game Tickets may fluctuate due to market conditions (e.g., ticket prices in certain away game markets may be higher than ticket prices in other away game markets). Any difference between the stated ARV and actual value of the Away Game Tickets upon use will not be awarded. The Penguins will not replace any lost or stolen Prize Tickets or gift cards. The hotel and airlines gift cards shall be selected by the Penguins in the Penguins’ sole discretion. The gift cards are subject to the terms and conditions set by the issuer. PENGUINS PASSPORTSM Event Winner is solely responsible for all federal, state and/or local taxes associated with the Grand Prize, regardless of whether it is used in whole or in part.

Penguins Ticket Restrictions: The Penguins Tickets are season tickets and are therefore subject to the terms and conditions set forth in the Penguins' Season Ticket Holder Handbook (the "**Handbook**", available at <http://penguins.nhl.com/club/page.htm?id=99328>, as may be amended from time to time). In the event of any inconsistency between the terms of the Handbook and the terms of these Official Rules, the terms of these Official Rules shall control. As provided in the Handbook, the Penguins Tickets are solely for the NHL preseason and regular season games presented by the Pittsburgh Penguins and played at the PPG Paints Arena (“**Venue**”), and shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any NHL Winter Classic, NHL Stadium Series, NHL All Star or NHL Draft event held in the Pittsburgh market or hosted by the NHL at the Venue or otherwise in which the Pittsburgh Penguins participate; provided, however (and as further provided in the Handbook), that if the PENGUINS PASSPORTSM Event Winner is in compliance with the Handbook, the PENGUINS PASSPORTSM Event Winner will have a right of first refusal to purchase tickets (in the same seat location as the Penguins Tickets for the current regular season) for any NHL Playoff games in which the Penguins compete, if any, that take place at the Venue during the 2018-2019 Season. The location of the Penguins Tickets will be determined by the Penguins in the Penguins' sole discretion. There will be NO CREDITS, EXCHANGES OR REFUNDS PROVIDED FOR THE PENGUINS TICKETS. For the avoidance of doubt, if a Pittsburgh Penguins home game is cancelled, postponed, rescheduled or relocated for any reason, the PENGUINS PASSPORTSM Event Winner shall not be entitled to any credits, exchanges or refunds in connection therewith (except in the Penguins' sole

discretion). Further, by way of example only, if the 2018-2019 NHL season is cancelled or postponed for any reason (e.g., strike, lockout, etc.), the PENGUINS PASSPORTSM Event Winner will not receive any compensation or make good for the games not played during the NHL season.

Away Game Tickets Restrictions: The location of the Away Game Tickets will be determined by the Penguins in the Penguins' sole discretion. Away Game Tickets are subject to the additional terms and conditions set by the issuer. The Penguins are not responsible if the away games are delayed, postponed or canceled for any reason. The PENGUINS PASSPORTSM Event Winner will not receive compensation from the Penguins for Away Game Tickets that the winner is unable to use for any reason.

DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS STILL MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARMUP AND AFTER THE PLAY STOPS. IF STRUCK, IMMEDIATELY ASK USHER FOR DIRECTIONS TO MEDICAL STATION. THE PRIZE TICKET HOLDER ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY AND ALL OTHER HAZARDS ARISING FROM OR RELATED IN ANY WAY TO THE GAME FOR WHICH THE PRIZE TICKET WAS ISSUED, WHETHER OCCURRING PRIOR TO, DURING, OR AFTER THE GAME INCLUDING SPECIFICALLY (BUT NOT EXCLUSIVELY) THE DANGER OF BEING INJURED BY HOCKEY PUCKS AND STICKS, OTHER SPECTATORS OR PLAYERS, OR BY THROWN OBJECTS.

8. **FINALIST DESIGNEE:** As described in Section 6, if a PENGUINS PASSPORTSM Finalist is unable to attend the Game for any reason, the PENGUINS PASSPORTSM Finalist may designate one (1) individual who is 21 years of age or older to represent the PENGUINS PASSPORTSM Finalist on the ice ("**Finalist Designee**"). The Finalist Designee is subject to the prior written approval of the Penguins and may be required to sign additional documentation prior to participating in the Grand Prize Event Drawing. If the PENGUINS PASSPORTSM Finalist is unable or unwilling to select a Finalist Designee within the timeframe required by the Penguins, the Penguins will select a Finalist Designee for the PENGUINS PASSPORTSM Finalist in its sole discretion. The Finalist Designee's sole responsibility will be to follow the Drawing Judges' instructions in connection with administration of the Grand Prize Event Drawing. For the avoidance of doubt, the Finalist Designee is merely acting in place of the PENGUINS PASSPORTSM Finalist and shall not be entitled to any portion of the Grand Prize or compensation or consideration for participating in the Grand Prize Event Drawing.
9. **GENERAL RESTRICTIONS:** The Penguins reserve the right to cancel, suspend and/or modify the Event, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Event, as determined by the Penguins in their sole discretion. In the event of cancellation or modification, the Penguins reserve the right to award the Grand Prize pursuant to another random method of selection from among the eligible PENGUINS PASSPORTSM Holders (or the PENGUINS PASSPORTSM Finalists if the Initial Drawing has already been conducted) who can be identified as of the time of such cancellation. The Penguins reserve the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Event or to be acting in violation of the Official Rules of this or any Creative Presentation offering the PENGUINS PASSPORTSM as a prize or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Event may be a violation of criminal and civil law, and, should such an attempt be made, the Penguins reserve the right to seek damages from any such person to the fullest extent permitted by law. The Penguins reserve the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Event. The Penguins' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
10. **FORCE MAJEURE:** If the Grand Prize Event Drawing cannot be held on the scheduled date because of an event of force majeure, including, without limitation, inclement weather, unplayable conditions, labor actions or work stoppages (including, without limitations, strikes and lockouts), nature calamities, national emergencies, declarations of war, terrorist threat or act of terrorism, acts of God, or for any other reason beyond the reasonable control of the Penguins, the delay and/or cancellation of the Grand Prize Event Drawing shall not be considered a breach of these Official Rules. In such event, the Penguins

reserve the right to award the Grand Prize pursuant to another random method of selection from among the PENGUINS PASSPORTSM Finalists.

- 11. PUBLICITY:** Participation in the Event constitutes each PENGUINS PASSPORTSM Holder's permission to the Penguins and its agents to use the PENGUINS PASSPORTSM Holder's name and/or likenesses, photograph, voice, and comments for purposes of advertising and trade without further notice, permission, or compensation, unless prohibited by law. If a PENGUINS PASSPORTSM Holder is a minor in his or her jurisdiction of residence, his or her parent or legal guardian will be required to sign a publicity release for the use of the PENGUINS PASSPORTSM Holder's publicity rights as described above on the PENGUINS PASSPORTSM Holder's behalf.
- 12. NHL RULES:** These Official Rules shall in all respects be subject to and subordinate to each of the following, as such may be amended from time to time: (a) the NHL Constitution; (b) the NHL By-laws; (c) all other rules, regulations and policies of the NHL and the resolutions of its Board of Governors; (d) any collective bargaining agreement between the NHL and/or its member clubs and other parties; (e) all consent decrees and settlement agreements entered into, between or among the NHL and its member clubs or the NHL, NHL member clubs and/or other persons in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of Governors, the NHL Commissioner, or the NHL Constitution; (f) any television or cable, radio, or other media network agreements between the NHL and third parties; and (g) any national corporate marketing, licensing, sponsorship or similar agreements between the NHL (or NHL affiliates) and third parties, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the Commissioner.
- 13. RELEASE OF LIABILITY:** By participating in the Event, each PENGUINS PASSPORTSM Holder (or such PENGUINS PASSPORTSM Holder's parent or legal guardian if the PENGUINS PASSPORTSM Holder is a minor in his or her jurisdiction of residence) agrees to hold harmless the Penguins, PPG Industries, Inc., AEG Management Pittsburgh, LLC, ARAMARK Sports and Entertainment Services, LLC, NHL, and each of their respective parent companies, subsidiaries, affiliates, advertising/promotion agencies, and each of their shareholders, partners, members, directors, officers, employees, franchisees, and agents ("**Released Parties**") against any and all claims and liability arising out of participation in the Event or activity related thereto. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by a PENGUINS PASSPORTSM Holder, printing errors or by any of the equipment or programming associated with or utilized in the Event; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Event; (4) technical or human error which may occur in the administration of the Event; (5) lost, late, illegible, misdirected, mutilated, incomplete, or postage-due mail or submissions; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a PENGUINS PASSPORTSM Holder's participation in the Event or receipt or use or misuse of the prize.
- 14. DISPUTES:** Except where prohibited, the PENGUINS PASSPORTSM Holder (or the PENGUINS PASSPORTSM Holder's parent or legal guardian if the PENGUINS PASSPORTSM Holder is a minor in his or her jurisdiction of residence) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Event, including but not limited to the Grand Prize Event Drawing and the Grand Prize shall be resolved individually, without resort to any form of class action, and exclusively by the courts in the Commonwealth of Pennsylvania; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) under no circumstances will PENGUINS PASSPORTSM Holders be permitted to obtain awards for, and each PENGUINS PASSPORTSM Holder hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.
- 15. PRIVACY:** All information submitted to the Penguins as part of the Event will be treated in accordance with the Penguins' privacy policy, available at <http://penguins.nhl.com/club/page.htm?id=56463>, and these Official Rules. In the event of any discrepancy between the privacy policy and these Official Rules, the Penguins' privacy policy shall control and govern.

- 16. WINNER LIST:** For a disclosure of the winner of the Grand Prize, mail a self-addressed, stamped envelope to 1001 Fifth Avenue, Pittsburgh, PA 15219. Requests must be received by May 31, 2018.
- 17. EVENT ORGANIZER:** Pittsburgh Penguins LP, PPG Paints Arena, 1001 Fifth Avenue, Pittsburgh, PA 15219.