

Official Rules – Zippo Manufacturing Company’s Pittsburgh Penguins Passport Sweepstakes

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED. BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. BINDING AGREEMENT: In order to enter Zippo Manufacturing Company’s **Pittsburgh Penguins Passport** Sweepstakes (the “Sweepstakes”), you (“You(r)”) must agree to these Official Rules (the “Rules”). Therefore, please read these Rules prior to entry to ensure You understand and agree. You may not submit an entry to the Sweepstakes and are not eligible to receive the prizes described in these Rules unless You agree to these Rules. These Rules form a binding legal agreement between You and Zippo Manufacturing Company (“Zippo” or “Sponsor”) with respect to the Sweepstakes. By entering the Sweepstakes, You agree to be bound by these Rules.

2. ELIGIBILITY: The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older (or the age of majority in his/her jurisdiction of residence, whichever is older) and who are in attendance at the Sweepstakes Location (defined below) at the time of entry. Zippo, its advertising and promotion agencies and its retailers, together with their respective parents, subsidiaries and affiliates (collectively, the “Sweepstakes Entities”), and the directors, employees and officers of all of the aforesaid organizations, along with all such persons’ immediate family members (regardless of where they live) and household members (whether or not related) are not eligible to enter or win.

3. SPONSOR: The Sweepstakes is sponsored by Zippo, a Pennsylvania corporation with a principal place of business at 33 Barbour Street, Bradford, PA, 16701, USA.

4. SWEEPSTAKES PERIOD: The Sweepstakes consists of a series of drawings discussed below. The sweepstakes periods for the daily drawings, and consequently for the grand prize drawings, are scheduled as 6pm – 9pm Eastern Standard Time on each the following dates: Tuesday, January 23, 2018, Thursday, January 25, 2018, Tuesday, January 30, 2018, Friday, February 2, 2018, and Tuesday, February 13, 2018 (each, a “Sweepstakes Period”). All dates are subject to change.

5. HOW TO ENTER: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING. There is one (1) method of entry for this Sweepstakes. It can only be entered at the Zippo Booth at PPG Paints Arena in Pittsburgh, Pennsylvania (“Sweepstakes Location”) during the applicable Sweepstakes Period and completing an online entry at the website designated on the tablets at the Sweepstakes Location (“Website”). To enter the Sweepstakes, follow the links and instructions for online entry on the Website while at the Sweepstakes Location. Completely fill out the online entry form and submit it in accordance with the on-screen instructions. All online entries must be received by Sponsor during the Sweepstakes Period.

Limit one (1) entry per entrant, per day, in the Sweepstakes. Subsequent entries will be disqualified. Each entry will be deemed to have been made as of the time of its receipt by Sponsor in United States Eastern Time.

The authorized account holder of the email address used to enter will be deemed to be the entrant. The potential winner may be required to show proof of being the authorized account holder. The “authorized account holder” is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. No submissions will be returned. Proof of online submission or mailing will not be deemed to be proof of receipt of entry by Sponsor.

6. DRAWING: The Sweepstakes consists of a series of drawings. A total of six (6) winners (each a “Winner” and collectively the “Winners”) will be selected by Sponsor (whose decisions are final) during the applicable Sweepstakes Period. Winners will be randomly selected from the pool of all eligible entries received by Sponsor. There will be one daily sweepstakes drawing -at each of the five (5) Pittsburgh Penguins home games during the Sweepstakes Periods identified in section 4 above, for a total of five (5) daily drawings. The five (5) daily Winners will be selected from all eligible entries submitted at the Sweepstakes Location during each Sweepstakes Period. The daily Winners will be selected at approximately 9:30 pm on the date that corresponds with his or her entry. On Wednesday, February 14, 2018 at approximately 9 am EST one (1) grand prize Winner will be selected from all eligible entries submitted at the Sweepstakes Location during all Sweepstakes Periods.

7. PRIZE/ODDS:

Each Daily Winner will receive one (1) Zippo prize pack that consists solely of: one (1) Autographed Penguins Mini Helmet (\$30), one (1) Zippo branded Penguins Hand Warmer (\$30), a pair (2) tickets to a Penguins game of choice (\$310), one (1) Zippo Sweatshirt (\$34.95). The

approximate retail value ("ARV") of each of the five (5) daily Zippo prize packs to be awarded in this Sweepstakes is **four hundred and four dollars and ninety-five cents** (\$404.95).

The Grand Prize Winner will receive one (1) prize that consists solely of: (i) four (4) tickets to the Penalty Box Experience to be used on March 3, 2018 (ARV \$2500) – includes four (4) seats in the Captain Morgan Club seats, \$25 in concessions or Pens Gear credit, four (4) Penguins autographed hockey gloves, and one (1) arena lot parking pass, (ii) one (1) Autographed Penguins Jersey (ARV \$200), (iii) four (4) Zippo branded Penguins Hand Warmer (ARV \$120), (iv) four (4) tickets to a Penguins game of choice (ARV \$620), (v) four (4) Zippo Sweatshirts (ARV \$139.80), and (vi) one (1) entry into the PITTSBURGH PENGUINS® "ENTER TO WIN A PENGUINS PASSPORT"

SWEEPSTAKES (rules at <https://nhl.bamcontent.com/images/assets/binary/291417816/binary-file/file.pdf>) ("Penguins Passport Sweepstakes"). The aggregate ARV of the grand prize to be awarded in this Sweepstakes is approximately three thousand five hundred and seventy-nine dollars and eighty cents **(\$3,579.80)**.

The total aggregate ARV of all prizes to be awarded in this Sweepstakes is approximately five thousand six hundred and four dollars and fifty-five cents **(\$5,604.55)**. The ARV of each prize is based on available information provided to Sponsor.

Each Winner is responsible for any and all taxes that may become payable by that Winner based on the ARV of his or her prize. Any and all costs, taxes, expenses and/or terms not specifically described as part of the prize are the sole responsibility of each Winner. The odds of winning depend on the total number of entries received.

8. DISCLAIMER OF WARRANTY: EXCEPT TO THE EXTENT THAT MAY BE PROVIDED, IN WRITING, ALONG WITH THE PRIZES, ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). The Penguins Passport Sweepstakes is administered and sponsored by Pittsburgh Penguins LP, and Sponsor disclaims all liability associated therewith.

9. NOTIFICATION OF WINNERS: Winners will be notified within five (5) days after the end of the applicable Sweepstakes Period. The Winners will be notified by telephone and/or email (Sponsor reserves the right to determine notification method). Each Winner must claim his/her prize within five (5) business days after prize notification or an alternate Winner will be selected. The Winners may be required to complete, execute and return an Affidavit of Eligibility, Liability Release, and where permitted, a Publicity Release. In addition, any person winning at least \$600 in total prizes will receive a 1099 form from Sponsor according to IRS requirements and it is the Winner's responsibility to determine whether the Winner is required to file a copy of such form with the IRS. Accordingly, upon request the winner must provide Sponsor with valid identification, and a valid taxpayer identification number for total prizes valued at \$600 or more, before the prize will be awarded. Sponsor shall have the right, but not the obligation, to require the winner to complete and submit an IRS form W-9. Failure to return these documents as specified therein will result in disqualification of the applicable Winner(s). If prize notification is unsuccessful or a prize is returned as undeliverable, that Winner will be disqualified. Sponsor reserves the right to deliver prizes directly to the mailing or email addresses provided by the Winners at the time of Sweepstakes entry. The Winners may be required to show proof of U.S. citizenship or lawful permanent residency, and identification, at the request of Sponsor for verification. If a Winner is disqualified, deemed to be ineligible or cannot accept a prize as stated pursuant to these Rules for any reason, his/her prize will be deemed forfeited and an alternate Winner will be selected at random from the remaining eligible entries.

10. USE OF PERSONAL INFORMATION: By entering the Sweepstakes, You may be sharing Your personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Sweepstakes and awarding the prizes. In addition, You agree to Sponsor's use of Your personal information as described in its privacy policy at <http://www.zippo.com/privacy.aspx>. Please refer to Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information by Sponsor. By entering this Sweepstakes You give Your consent to the Sponsor to process Your personal data as described in the Rules. Sponsor is not responsible for disclosures made by any third party. All entries become the property of Sponsor upon receipt and will not be acknowledged or returned.

11. GENERAL CONDITIONS: By participating in this Sweepstakes, You agree to forever release, discharge, and hold harmless the Sweepstakes Entities from and against any liability whatsoever for any and all claims, costs, losses, or damages of any kind (including, without limitation, those related to personal injury, death, damage to property, infringement of proprietary rights, rights of publicity, privacy or defamation) arising out of or in connection with Your or any third party's participation in the Sweepstakes and/or Sweepstakes-related activity including, but not limited to award, acceptance, use or misuse of any Sweepstakes prize. You further agree to indemnify and hold harmless the Sweepstakes Entities from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities. By accepting the prize, each Winner grants to Sponsor the right to use and publish his/her name, biographical information, portrait, picture, voice and likeness for trade, advertising and promotional purposes in any and all known media, in perpetuity, solely in connection with the Sweepstakes, all without further compensation, notification, review or approval, except where prohibited by law. No prize may be transferred, redeemed for cash, or substituted, except that Sponsor may substitute any prize with a prize of comparable value should a stated prize become unavailable.

If, for reasons beyond Sponsor's control (including, but not limited to, tampering, false or fraudulent entries or computer virus infection), the Sweepstakes is not able to run as planned, Sponsor, at its sole and absolute discretion, reserves the right to cancel or modify the Sweepstakes, without notice or liability. In such event, Sponsor reserves the right in its sole discretion to award the prize(s) at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right to disqualify any

individual it finds to have tampered with the entry process or the operation of the Sweepstakes or Website or to be acting in violation of these Rules or the law, and reserves the right to seek prosecution of such individual to the full extent of the law.

12. SPONSOR IS NOT RESPONSIBLE FOR: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server, service provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process of this Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of this Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to Your computer, which may be caused, directly or indirectly, in whole or in part, from Your participation in this Sweepstakes, or from viewing, playing or downloading any material from the Website or Sponsor's website, regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to the Website or Sponsor's website by a hypertext link.

13. GOVERNING LAW/LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations of You, Sponsor or the Sweepstakes Entities in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) 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 US DOLLARS (US\$50), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY US DOLLARS (US\$50), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVE 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.

14. DISPUTE RESOLUTION: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts of McKean County or any other court with jurisdiction over the parties. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration administered by the American Arbitration Association ("AAA") in New York, New York or another forum mutually agreed upon by you and Sponsor, pursuant to the Commercial Arbitration Rules ("Rules") of the AAA by a sole arbitrator nominated by agreement of you and Sponsor and confirmed in accordance with the Rules. If AAA is not hearing consumer commercial disputes at the time, Sponsor may select another arbitral body in its sole discretion. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. The federal or state law that applies to these Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in or for McKean County, Pennsylvania.

15. WINNERS LIST: For a list of winners, mail a self-addressed stamped envelope to: Zippo **Pittsburgh Penguins Passport** Sweepstakes c/o Event Marketing, 33 Barbour St., Bradford, PA 16701.

16. 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 the 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 was not contained herein. Sponsor's failure to enforce any term of the Rules will not constitute a waiver of that provision. When terms such as "may" are used in the Rules, Sponsor has sole and absolute discretion. You agree to waive any rights to claim ambiguity of the Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the Rules or any provision hereof. 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 the Website and/or the terms and conditions of the Rules, the Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.