

THE SUBWAY® “ENTER TO WIN A PENGUINS PASSPORTSM” SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

- 1. ELIGIBILITY:** The SUBWAY® “Enter to Win a PENGUINS PASSPORTSM” Sweepstakes (the “Sweepstakes”) is open only to legal residents of Pennsylvania and Maryland who are 18 years of age or older at the time of entry. Void in all other jurisdictions and where prohibited by law. Employees, contractors, directors, agents and officers of Pittsburgh Penguins LP (“Sponsor”), Subway Franchisee Advertising Fund Trust, Ltd. on behalf of Market #010-0, Subway® Restaurants, Franchise World Headquarters, Subway IP Inc., Doctor’s Associate’s, Inc., Asher Agency, and their respective 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 Sweepstakes, 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. By participating, entrants agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.
- 2. TIMING:** The Sweepstakes begins on February 9, 2018 at 12:00:01 a.m. Eastern Daylight Time (“EDT”) and ends on March 1, 2018 at 11:59:59 p.m. Eastern Standard time (“EST”) (the “Sweepstakes Period”). Sponsor’s clock is the official clock of the Sweepstakes.
- 3. TO ENTER: There are two (2) ways to enter the Sweepstakes:**

OPTION 1: During the Sweepstakes Period, eligible individuals may enter the Sweepstakes by (i) purchasing any Signature Wrap from Pittsburgh-area Subway® locations, and (ii) uploading a photograph of the receipt on the Sweepstakes website (the Sweepstakes website is available at https://pittsburghpenguins.formstack.com/forms/subway_penguins_passport) that shows (a) the Subway® restaurant location, (b) the date and time of your purchase, and (c) your Signature Wrap order, and completing the electronic entry form. Submission of the completed entry form will generate one (1) entry into the Sweepstakes.

OPTION 2: During the Sweepstakes Period, print your name, address, city, state, zip code, e-mail address, age, and day and evening telephone numbers on a postcard and mail to: Pittsburgh Penguins LP, Attn: Subway “Enter to Win a Penguins Passport” Sweepstakes, 1001 Fifth Avenue, Pittsburgh, PA 15219. Entry by mail must be postmarked by March 1, 2018. Complying with Sponsor’s instructions for entry by mail will generate one (1) entry into the Sweepstakes. Only one (1) entry per envelope.

Post office box addresses are not permitted. Individuals must provide all applicable information requested to be eligible to win. Entries may or may not be acknowledged, in Sponsor’s sole discretion. **LIMIT: ONE (1) ENTRY PER PERSON.** Entries received before or after the

Sweepstakes Period will not be accepted or be eligible to win the Prize. Multiple entrants are not permitted to share an email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified from the entire Sweepstakes. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email account used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winners may be required to show proof of being the authorized account holder of the email address associated with a winning entry.

4. **WINNER SELECTION:** On or about March 7, 2018, Sponsor will randomly select eight (8) potential winners from among all eligible entries received during the Sweepstakes Period (one (1) Grand Prize winner and seven (7) First Prize winners, as described in Section 5 below). **AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** The potential winner will be notified by either e-mail or phone using the contact information provided during entry. All potential winners will be subject to verification of eligibility, and may be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form ("Release") within forty-eight (48) hours of the date notice or attempted notice is sent in order to claim the Prize. If a potential winner cannot be reached (regardless of reason), there is a return of any Prize notification as undeliverable, or fails to provide the Release within the requested time period (if applicable), or is disqualified for any other reason, the potential winner forfeits the Prize and Sponsor will award the Prize to an alternate winner selected by a random drawing from among all remaining eligible entries received. Upon disqualification, no further compensation will be given. Failure to comply with any term or condition in these Official Rules may result in disqualification at Sponsor's sole discretion. Odds of winning the Prize as set forth in Section 5 below will depend upon the total number of eligible entries received.
5. **PRIZES & APPROXIMATE RETAIL VALUES:** Sponsor will award the following prizes (collectively, the "Prize"):
- **Grand Prize:** one (1) Grand Prize winner will receive (i) the First Prize (described below), (ii) one (1) PENGUINS PASSPORT^{SM*}, and (iii) one (1) years' supply of Subway® subs (to be awarded via a gift card, valued up to \$375).
 - **First Prize:** seven (7) First Prize winners will each receive a "VIP Penguins Game Day Experience", which includes: two (2) lower-level tickets to the Penguins vs. Canadiens at the PPG Paints Arena on March 21, 2018 (the "Game") (Approximate Retail Value ("ARV"): \$250); dinner in the Lexus Club prior the Game for winner and one (1) guest (ARV: \$120); and a One Hundred Dollar \$100 Subway® Gift Card.

Total ARV of all Prizes: \$4,135.00

Prize Restrictions: Additional terms and conditions may apply to gift card prize; see card for details. No cash or other substitution or exchange of Prize is permitted, except by Sponsor as set forth below. All federal, state and local taxes are the sole responsibility of winner. Prize consists of only those items specifically stated as part of the Prize. All expenses and costs associated with the acceptance or use of the Prize that are not expressly specified in these Official Rules as being part of the Prize are the sole responsibility of the winner. In the event of unavailability of the Prize (or portion thereof), Sponsor reserves the right to substitute the Prize (or portion thereof) with a prize of equal or greater value in its sole discretion. The selection of arena seat locations is solely within Sponsor's discretion. Winners must abide by all ticket terms and conditions and venue policies. All Penguins games are subject to, among other things, delay, postponement, rescheduling and cancellation by game coordinators. Sponsor will not replace any lost or stolen tickets. Winners agree that Penguins game tickets are personal to winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Winners may be required to produce government-issued identification.

*A PENGUINS PASSPORTSM by itself does not entitle the recipient to any rights, including the right to participate in the PENGUINS PASSPORTSM Prize Drawing Event 2018 (“Event”). THE WINNER OF THE PENGUINS PASSPORTSM MUST PROPERLY AND COMPLETELY REGISTER THEIR PENGUINS PASSPORTSM IN ORDER TO BE ELIGIBLE FOR THE EVENT. ALL REGISTRATION MATERIALS (AS DEFINED BELOW) 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 are not received by the Penguins by the Registration Deadline, you may be disqualified. To register a PENGUINS PASSPORTSM, a PENGUINS PASSPORTSM recipient must (1) sign and acknowledge the documents reasonably required by the Penguins (the “Registration Materials”), all of which will be distributed 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, in a padded envelope (recommended, but not required) 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 participant. 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. Any individual that properly registers a PENGUINS PASSPORTSM in accordance with the terms hereunder (as verified by the Penguins) shall be deemed a “PENGUINS PASSPORTSM Holder.” At all times a participant’s eligibility is dependent upon his or her compliance with these

Sweepstakes Official Rules and the Event Official Rules, which are final and binding in all respects.

There will be a total of thirty (30) PENGUINS PASSPORTSSM distributed by the Penguins and its participating promotional partners. 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. 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**. At the game, the Penguins will randomly select one (1) PENGUINS PASSPORTSM Finalist as the potential winner (the “PENGUINS PASSPORTSM Event Winner”). The PENGUINS PASSPORTSM Event Winner will win the following prize: (i) two (2) FedEx level tickets to all Pittsburgh Penguins 2018-2019 preseason and regular season home games, (ii) two (2) tickets to all Pittsburgh Penguins 2018-2019 regular season away games, (iii) \$30,000 in airlines gift cards, (iv) \$15,000 in hotel gift cards, and (v) \$100,000. In lieu of the foregoing prize, the PENGUINS PASSPORTSM Event Winner has the option to receive \$125,000.

The Event is subject in all respects to the Event Official Rules located at www.pittsburghpenguins.com/passport, and continuous compliance therewith is a condition of eligibility. Failure by a PENGUINS PASSPORTSM Holder to comply with all of the Event Official Rules or these Sweepstakes Official Rules may result in disqualification in the sole discretion of the Penguins, in which case the disqualified holder’s registration will be cancelled and the PENGUINS PASSPORTSM rendered VOID. Additional drawing and prize restrictions set forth in the Event Official Rules apply. PENGUINS PASSPORTSM is a service mark of Pittsburgh Penguins LP.

6. **PUBLICITY:** Acceptance of the Prize constitutes permission to the Sponsor and its agents to use the winner’s name and/or likenesses, Prize information, photograph, voice, and comments for purposes of advertising and trade without further notice, permission, or compensation, unless prohibited by law.
7. **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.
8. **RELEASE OF LIABILITY:** By participating in this Sweepstakes, entrants agree to release and hold harmless Sponsor, Subway Franchisee Advertising Fund Trust, Ltd. on behalf of Market #010-0, Subway® Restaurants, Franchise World Headquarters, Subway IP Inc., Doctor’s Associate’s, Inc., Asher Agency, PPG Industries, Inc., AEG Management Pittsburgh, LLC, ARAMARK Sports and Entertainment Services, LLC, the 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”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of the Prize, including any travel related thereto, and for claims based on publicity rights and intellectual property rights, defamation or invasion of privacy.

9. **GENERAL CONDITIONS:** If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (i) cancel or terminate the Sweepstakes; (ii) modify or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (iii) award the Prize in accordance with the winner selection criteria set forth above from among all eligible, non-suspect entries received. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
10. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
11. **DISPUTES:** Except where prohibited, all entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any Prize awarded 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, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrants be permitted to obtain

awards for, and entrants hereby waive 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.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

12. **PRIVACY:** All information submitted to Sponsor as part of a Sweepstakes will be treated in accordance with Sponsor's privacy policy, available at <http://penguins.nhl.com/club/page.htm?id=56463> and these Official Rules. If you are selected as a winner, your personal information may be included on a publicly-available winners' list.
13. **WINNERS' LIST:** For the winners' names, send a self-addressed stamped envelope to "The Subway **“ENTER TO WIN A PENGUINS PASSPORTSM Sweepstakes”** Winner's List, Pittsburgh Penguins LP, 1001 Fifth Avenue, Pittsburgh, PA 15219. Requests for winner's list must be received within ninety (90) days after the Sweepstakes Period.
14. **SPONSOR:** Pittsburgh Penguins LP, 1001 Fifth Avenue, Pittsburgh, PA 15219.

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