

PENSPONTS AUTOGRAPHED PATRIC HORNQVIST GAME-USED HOCKEY STICK SWEEPSTAKES

OFFICIAL RULES

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

Sweepstakes Start Date: [04/06/18]

Sweepstakes End Date: [04/06/18]

Entry Period: The PensPoints **AUTOGRAPHED PATRIC HORNQVIST GAME-USED HOCKEY STICK** ("Sweepstakes") begins on [04/06/18] at 12:00:00 P.m. Eastern Time ("ET"), and ends on [04/06/18] at 11:59:59 p.m. ET (the "Sweepstakes Period"). Sponsor's clock is the official clock of the Sweepstakes.

Prize: [**AUTOGRAPHED PATRIC HORNQVIST GAME-USED HOCKEY STICK**] (ARV: \$300).

1. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older (19 in AL and NE) at the time of entry. Void in all other jurisdictions and where prohibited by law. Employees and directors of the Pittsburgh Penguins LP, AEG, Aramark, the PPG Paints Arena, and their related companies, parents, subsidiaries, and affiliates, and any companies participating in the administration, development, or provision of prizes for the Sweepstakes as well as any members of the immediate family (spouse, parents, sibling and children) and individuals living in the same household of such persons, 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.
2. **HOW TO ENTER:** There are two ways to enter this Sweepstakes:
 - (a) **Spend PensPoints:** During the Sweepstakes Period, visit the PensPoints Reward Store in your PensPoints program in the Pittsburgh Penguins Official app (the "Pittsburgh Penguins App") and find the Sweepstakes reward. If you do not have the Pittsburgh Penguins App, see Section 3 below to join the PensPoints rewards program and obtain the Pittsburgh Penguins App. Click on the "Redeem" button. After clicking "Redeem", the Program App will provide a confirmation screen where you can finalize the entry by hitting the "Redeem" button again. This will deduct 100 points from your PensPoints. You will receive 1 entry into the Sweepstakes for each Sweepstakes purchase.
 - (b) **Free Method of Entry:** During the Sweepstakes Period, to enter the Sweepstakes without making purchases or spending PensPoints, mail a

3"x5" piece of paper with your hand-printed name, home mailing address, email address, day/evening phone number, the name of the Sweepstakes set forth above in an envelope with proper postage to "PensPoints Sweepstakes - Free Entry," Attn: PensPoints, c/o Pittsburgh Penguins, 1001 Fifth Avenue, Pittsburgh, PA 15219. **You will receive one (1) sweepstakes entry per eligible envelope by entering through this method.** Limit: 1 request for entry per envelope. All mail-in entries must be hand printed, become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

For All Entries: Limit: 10 Sweepstakes entries per person during the Sweepstakes Period, regardless of method or methods of entry. Multiple participants are not permitted to share the same email address or PensPoints account. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, accounts, identities, registrations or logins, or any other methods will void that participant's entries and that participant may be disqualified from the Sweepstakes. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant. Use of any automated system to participate is prohibited and will result in disqualification.

3. **OBTAINING THE PROGRAM APP:** Eligible individuals may enroll in the PensPoints program by downloading the Pittsburgh Penguins App available on the iPhone or Android mobile device platforms and any other platforms noted on the Site. Use of the Pittsburgh Penguins App is limited to the device(s) and/or operating system(s) noted on the Site. In order to access and use the Program App, participants must have a device that uses iPhone or Android platforms and that is capable of accessing the Internet through a wireless data plan and/or WiFi. Furthermore, use of the Program App may entail message, data, and other charges from smartphone network providers. All such charges are the responsibility of the participant. Participants should consult their individual wireless network provider for details on applicable charges. For complete rules of the PensPoints program, please see <https://www.nhl.com/penguins/fans/penspoints>
4. **WINNER SELECTION:** After the close of the Sweepstakes Period, Sponsor will select one (1) eligible entry from all eligible entries received at that time, and this entry will be the potential prize winner. Sponsor's decisions will be final in all matters relating to this Sweepstakes. The potential winner will be notified by phone call and/or email (chosen at Sponsor's discretion), and may be subject to verification of eligibility and may be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form within twenty-four hours of

notification, or such other time period requested by Sponsor. If the potential winner cannot be reached (regardless of reason), does not respond within the designated time (if required), if the prize notification is returned as undeliverable, or if the selected prize winner is not able to accept the prize, he/she will be disqualified and an alternate will be selected if time permits. Failure to comply with any term or condition in these Official Rules may result in disqualification at Sponsor's sole discretion. **Odds of winning will depend upon the total number of eligible entries received.**

5. **PRIZE RESTRICTIONS AND ADDITIONAL TERMS:** Winner may make no substitution or transfer of prize and prize is not exchangeable for cash. All federal, state and local taxes are the sole responsibility of winner. Sponsor reserves the right to substitute prize of equal or greater value. Prize consists of only those items specifically listed 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. If required by law, winner will be issued a 1099 tax form for the prize value. Prize is awarded "as-is" and no substitution or transfer of Prize is permitted. All costs and expenses associated with the acceptance or use of the Prize are the sole responsibility of winner. In the event that the Prize consists of tickets, then tickets may be subject to additional terms and conditions. Winner will not receive compensation for tickets that the winner is unable to use due to cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Sponsor will not replace any lost or stolen tickets.
6. **PUBLICITY:** Acceptance of prize constitutes permission to the Sponsor, and each of their agents to use the winner's name and/or likenesses, prize information, photograph, voice, comments for purposes of advertising and trade without further notice, permission, or compensation, unless prohibited by law.
7. **RELEASE:** By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the judges. By entering the Sweepstakes, entrant agrees to release and hold harmless the Sponsor and its related companies and each of their officers, directors, employees, shareholders, and agents ("Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize whether or not caused by the negligence of the Released Parties.
8. **GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right 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 these Official Rules or those of 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, Sponsor reserves 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. Official Rules will be posted at <https://www.nhl.com/penguins/fans/penspoints-achievements> and will also be located at Guest Services located at Section 104 of PPG Paints Arena

9. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for and shall be released from all liability resulting from: (1) any incorrect or inaccurate information, whether caused by entrant 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 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, un-deliverable, damaged or unintelligible entries; 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. The Released Parties are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Program App or this Sweepstakes. Some jurisdictions do not allow the aforementioned limitations or exclusions of liability, so parts of this section may not apply.
10. **DISPUTES:** Except where prohibited, all entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Pennsylvania (Pittsburgh Division) or the appropriate court of the Commonwealth of Pennsylvania located in Allegheny County, 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 the 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. 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 Pennsylvania without giving effect to any choice of law or conflict of law rules (whether of Pennsylvania or any other jurisdiction),

which would cause the application of the laws of any jurisdiction other than Pennsylvania.

11. **ENTRANT'S PERSONAL INFORMATION:** Information collected from entrants is subject to the Pittsburgh Penguins' Privacy Policy located at <https://www.nhl.com/penguins/team/privacy-policy>
12. **WINNER'S LIST:** For a winner list, visit <https://www.nhl.com/penguins/fans/penspoints-achievements>. The winner list will be posted after winner confirmation is complete.
13. **SPONSOR:** This Sweepstakes is sponsored by Pittsburgh Penguins LP, 1001 Fifth Avenue, Pittsburgh, PA 15219.