

Penguins Instant-Win Game (“**Game**”)

Official Rules

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

PLEASE READ CAREFULLY. By participating, you agree to these Official Rules (“**Official Rules**”) governing the Game.

A. **Overview of the Game.** The Game is sponsored by Pittsburgh Penguins LP (“**Sponsor**”) and will take place from October 1, 2018 to June 30, 2019. To participate in the Game, eligible individuals must (i) have access to a smart phone; (ii) download the Pittsburgh Penguins App (“**App**”), which is available for free through the Apple Store and Google Play; and (iii) create an account on the App (each an “**Account**”). Each eligible person with an Account is an “**Account Holder**.” To create an Account, visit the App, click on the registration link, and follow the instructions to register for an Account. THE GAME IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW.

B. **Eligibility.**

1. The Game is open to legal residents residing within a 75 mile radius of the Pittsburgh, Pennsylvania area only who are 13 years of age or older and who are Account Holders. Corporations, associations, groups, and persons who are in a category set forth in Section B(2) below are not eligible. The Game is void where prohibited by law.
2. Employees, contractors, directors and officers of Sponsor, AEG Management Pittsburgh, LLC, ARAMARK Sports and Entertainment Services, the Pittsburgh Operating Arena, LP, and their respective related companies, parents, affiliates (including without limitation the National Hockey League (“**NHL**”), DPS Holdings, Inc., and all other member teams), subsidiaries, distributors, sales representatives, retailers, and advertising, promotion, and judging agencies, and all other service agencies involved with the Game, and members of the immediate families (spouse, parent, child, sibling and their respective spouse(s)) and household members of each such person are not eligible to participate.

C. **Accounts.** To create an Account, you must have a unique, valid e-mail address. Accounts cannot be shared. **Limit: 1 Account per person.** The person who is the authorized e-mail account holder of the e-mail address indicated when he or she registered is deemed to be the Account Holder. Any attempt by any individual to exceed any specified limits by using multiple/different accounts, e-mail addresses, identities, registrations and logins, or any other methods will void that individual’s entries and prizes, as applicable, and that individual may be disqualified from participating in the Game. If any name, e-mail address, date of birth, and/or address associated with an Account Holder is not accurate, that Account Holder may not be eligible to participate in the Game or to win any prize or receive any other item. It is Account Holder’s

responsibility to ensure the accuracy of the information in his/her Account. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void entries in the Game for that individual, in Sponsor's discretion.

D. **Personal Information.** All information submitted to Sponsor as part of the Game will be treated in accordance with Sponsor's privacy policy, available at www.nhl.com/penguins/team/privacy-policy. If you are a winner in the Game, your personal information may be included in a publicly-available winners' list, as set forth in Section N.

E. **Game Period.** The Game begins on October 1, 2018, at 12:01 am Eastern Time ("ET") and ends on June 30, 2019, at 11:59 pm ET (the "**Game Period**"). Sponsor's computer is the official time-keeping device for the Game. Specific monthly sweepstakes drawing dates are set forth in Section F(2)(d).

F. **How to Play.** The Game features (i) an instant-win component ("**Instant-Win**") and (ii) monthly sweepstakes (each a "**Sweepstakes**") through the App for eligible individuals.

1. **Instant-Win.**

a. **Entry.** The Instant-Win requires an Account Holder to enter a unique Game code ("**Code**") into the App to participate. There are two ways to obtain a Code to enter the Instant-Win:

- 1) With a Purchase: Locate a Code by purchasing specially-marked bottles of 7UP, A&W, CANADA DRY, SUNKIST, DEJA BLUE, and RC products and locate the Code under the cap.
- 2) Without a Purchase: A Code may also be obtained by legibly printing your name, date of birth, address, e-mail address, and daytime telephone number on a 3"x5" card and mailing it to: Pittsburgh Penguins c/o Penguins Instant Win, 1001 Fifth Ave, Pittsburgh, PA 15219. Cards must be (i) postmarked on or before June 24, 2019; and (ii) sent individually in a separately postmarked outer envelope. No facsimiles or mechanical reproductions permitted. Upon receipt and processing of your card, Sponsor will e-mail you a Code to the e-mail address provided on the card. Sponsor is not responsible for lost, late, illegible, misdirected, mutilated, incomplete, or postage-due mail or non-delivery; misdirected, blocked, or delayed e-mail notifications. Mail-in request cards become the property of Sponsor and none will be returned. **On June 25, 2019 until June 30, 2019, at 5:00 pm ET only**, you may obtain a free Code by e-mailing Sponsor at instantwin@pittsburghpenguins.com with the subject line: "Penguins Instant Win." Include in your e-mail your name, date of birth, address, e-mail address (which must be the same as the e-mail address in the "from" line of the e-mailed

Code request), and daytime telephone number. Upon receipt, Sponsor will e-mail to you a Code at the e-mail address specified in the e-mailed Code request.

- 3) Enter the Code on the App during the Game Period. Potential winners of the Instant-Win will be immediately notified and provided instructions for verification. All potential winners are subject to verification before any prize will be awarded. **YOU HAVE NOT WON ANY PRIZE UNLESS AND UNTIL YOUR INSTANT-WIN NOTIFICATION IS VERIFIED BY SPONSOR.**

b.Limit: Regardless of method, an eligible Account Holder may only play **20 Codes per calendar month during the Game Period.** For avoidance of confusion, regardless of method of obtaining a Code, you may enter a maximum of 180 Codes during the Game Period, and no more than 20 Codes in any calendar month.

c.Prize Selection and Verification. There will be 12,000 random, computer-generated winning times during the Game Period. During the Game Period, if you are the first Account Holder to enter a Code at or after one of the randomly-generated times, you will be a potential winner of an Instant-Win prize indicated below. If any potential winner cannot be contacted or fails to provide any requested information within the required time period or if a prize is returned as undeliverable, potential winner forfeits the Instant-Win prize and the Instant-Win prize will not be awarded. Instant-Win prizes will be fulfilled approximately four (4) weeks after the conclusion of the Game Period. The number of prizes available to be won decreases as prizes are played for and/or claimed throughout the Game Period.

d.Prizes. There are a total of 12,000 Instant-Win prizes available to be won. At the onset of the Instant-Win, the prizes available to be won are as follows:

| PRIZES | # of Prizes Available | ARV (USD) | Total ARV (USD) |
|---|------------------------------|------------------|------------------------|
| Bottles of 18.5 oz Straight Up Tea (delivered via digital coupon) | 10,000 | \$1.69 | \$16,900.00 |
| “Great Day For Hockey” T-Shirts, Size XL | 1,080 | \$20.00 | \$21,600.00 |
| “New Era Penguins” Baseball Caps | 550 | \$24.00 | \$13,200.00 |
| Autographed Hockey Pucks | 300 | \$25.00 | \$7,500.00 |
| Pairs of Penguins Game Tickets | 50 | \$1,250.00 | \$62,500.00 |
| Autographed Penguins Jerseys | 20 | \$300.00 | \$6,000.00 |

Total approximate retail value (“**ARV**”) of all Instant-Win prizes: \$121,700.00. Odds of winning depend on the number of Codes entered and the order in which such Codes are entered into the App.

2. Sweepstakes.

- a. **Timing.** Each month during the Game Period, Sponsor will hold a monthly Sweepstakes through the App. See specific timing for Sweepstakes Period and Drawing Dates below.
- b. **Entry.** During the Game Period, if an Account Holder enters a Code to play the Instant-Win and is not a potential winner in the Instant-Win, the entered non-winning Code, associated with the Account Holder who entered the Code, will be automatically entered into the Sweepstakes corresponding to the Sweepstakes Drawing Date (as set forth below) in which the Account Holder entered the Code (each a “**Sweepstakes Entry**”).
- c. **Limit:** One (1) Sweepstakes entry per non-winning Code.
- d. **Winner Selection.** On each Drawing Date (as set forth below), Sponsor will randomly select a Code from among all Codes entered during the applicable Sweepstakes Period. The Account Holder that entered the selected Code will be a potential Sweepstakes winner for that Sweepstakes Period. One (1) potential Sweepstakes winner will be selected per Sweepstakes Period to receive the prize as set forth below corresponding to the applicable Drawing Date. Potential Sweepstakes winners will be notified via e-mail within approximately three (3) business days following the applicable Drawing Date.

| Monthly Sweepstakes | “Sweepstakes Period” | | Approximate Drawing and Notification Date (“Drawing Dates”) | Prize | ARV (USD) |
|---------------------|----------------------------|--------------------------|---|---|------------|
| | Starts at 12:00:00 a.m. ET | Ends at 11:59:00 p.m. ET | | | |
| 1 | November 1, 2018 | November 30, 2018 | December 4, 2018 | 1 Eight Person Loge Box to Penguins vs Minnesota Wild December 20, 2018 | \$3,000.00 |
| 2 | December 1, 2018 | December 31, 2018 | January 4, 2019 | 1 Pair of Penguins Game Tickets | \$250.00 |
| 3 | January 1, 2019 | January 31, 2019 | February 4, 2019 | 1 Eight Person Loge Box to Penguins vs Florida Panthers March 5, 2019 | \$3,000.00 |
| 4 | February 1, 2019 | February 28, 2019 | March 4, 2019 | 1 Pair of Penguins Game Tickets | \$250.00 |
| 5 | March 1, 2019 | March 31, 2019 | April 5, 2019 | 1 Pair of Penguins Game Tickets | \$250.00 |
| 6 | April 1, 2019 | April 30, 2019 | May 3, 2019 | 1 Autographed Penguins Jersey | \$300.00 |
| 7 | May 1, 2019 | May 31, 2019 | June 4, 2019 | 1 Autographed Penguins Jersey | \$300.00 |
| 8 | June 1, 2019 | June 30, 2019 | July 2, 2019 | 1 Autographed Penguins Jersey | \$300.00 |

Total ARV of all Sweepstakes prizes: \$7,650.00. Odds of winning a Sweepstakes prize depend on the number of eligible entries received during each Sweepstakes Period.

G. **Codes.** Codes do not constitute property. You may not sell or otherwise transfer any Codes or obtain Codes in any way other than expressly authorized by these Official Rules, and any such attempt will result in disqualification from the Game and forfeiture of any entries associated with your Account. Sponsor reserves the right to take any additional action it deems appropriate in its sole discretion if it believes that you have violated this provision. Codes are unique. Any reproduction, alteration, or forgery of Codes is prohibited. Sponsor reserves the right to require entrants and/or potential winners to mail-in in the caps with Codes to an address provided by Sponsor for verification. If not received within the time period specified by Sponsor, entrant may be disqualified and/or prize may be forfeited.

H. **Prizes. LIMIT:** One (1) prize per person, Account, e-mail address, or household. (1) Autographed Penguins Jersey: Player who shall autograph the jersey is at the sole discretion of the Sponsor. Sponsor will apply reasonable efforts to provide the size jersey as requested by prize winner, but because of the unique nature of the prize, there are limited supplies of jerseys in each size. (2) Pairs of Penguins game tickets: The date of the game is in Sponsor's sole discretion, although Sponsor will apply reasonable efforts to accommodate the prize winner's schedule. The ARV of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes where required by law. ARV is as of date of printing of these Official Rules. The difference in the value of each prize as stated herein and the value at time of prize notification, if any, will not be awarded. Winner acknowledges that Sponsor has not made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute the prize with another prize of equal or greater value. If a prize relates to an event, should such event be canceled, postponed or in any way abbreviated, Sponsor shall have no liability or further obligation to the winner. Event tickets are subject to certain terms and conditions. Ticket seat locations will be determined by the Sponsor. Sponsor reserves the right to remove or to deny entry to any event to any winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the event. Cash cannot be substituted for any prize unless otherwise agreed by Sponsor. Prizes are not transferrable. Unused tickets cannot be refunded, exchanged or applied towards tickets for any subsequent events. No responsibility is assumed by Sponsor or any Released Parties for any cancelled rescheduled, delayed or postponed events in whole or in part. If unused, event tickets cannot be returned, refunded or exchanged for cash value or substitute tickets. Meals, transportation, gratuities and all other costs and expenses not specified herein, if any, are the responsibility of the winner and his or her guest(s). All prize details are at the sole discretion of the Sponsor.

I. **Potential Winners.** All potential winners are subject to verification by Sponsor, whose decisions are final and binding. Prizes potentially won by an eligible entrant who is a

minor in his/her state of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents. An entrant is not a winner of any prize unless and until entrant's eligibility and the potential winning Code have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any play or entry that occurs after the system has failed for any reason is deemed a defective play or entry, as applicable, is void, and will not be honored. Receiving a prize is contingent upon compliance with these Official Rules. Potential winners may be required to complete, sign, and return an Affidavit of Eligibility/Liability Release and, except where prohibited, a Publicity Release within 14 days of attempted notification or prize may be forfeited. For prizes involving tickets, potential winner may be also required to obtain a release from potential winners' guests before prizes are awarded.

J. Modifications and Termination of the Game. Sponsor reserves the right to modify any of the Official Rules or details set forth herein, including, but not limited to, the methods by which individuals may participate, at any time, with notice, which may be in the form of an App update, or the like, even though these changes may affect an individual's ability to participate in the Instant-Win or a Sweepstakes. Sponsor reserves the right to modify, terminate or temporarily suspend the App, the Game and/or the Instant-Win or a Sweepstakes at any time, for any reason, with notice as set forth herein. If you continue to participate in the App, the Game and/or the Instant-Win or a Sweepstakes, you are acknowledging your acceptance of any and all changes to these Official Rules. You are responsible for remaining knowledgeable of any and all changes that Sponsor may make to these Official Rules. The most current version of these Official Rules, which will indicate the date they were last updated, will be available on the App, and will supersede all previous versions of these Official Rules.

K. General Terms.

- 1. Reservation of Rights.** Sponsor reserves the right to discontinue the participation privileges of any individual who engages in any fraudulent or unsportsmanlike activity, or uses the App in a manner inconsistent with these Official Rules, or with any federal, state or local laws, statutes or ordinances. Discontinued participation privileges may result in the loss of all prizes or other items that have not yet been received, awarded, redeemed, or utilized, including but not limited to the voiding of Codes. In addition, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion. Any such prizes or other items that have not yet been received, awarded, redeemed, or utilized are not the property of an Account Holder and may be revoked at any time by Sponsor and/or its partners as set forth herein, and they may not be transferred or assigned. All questions or disputes regarding eligibility for the Game or the Instant-Win or a Sweepstakes, prizes, or other items, or a person's compliance with these Official Rules will be resolved by the Sponsor in its sole discretion.
- 2. Tax.** Participants are responsible for the payment of all federal, state and local taxes, if any, which may result from the prizes or other items received as part of

the Game, as applicable. A potential winner may be issued an IRS 1099 form for prizes over \$600 and may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes.

3. **Unclaimed Prizes.** All prizes must be claimed no later than August 1, 2019. Unclaimed prizes will not be awarded.

L. **Limitation of Liability.**

1. By participating in this Game, individuals agree to release and hold harmless Sponsor, AEG Management Pittsburgh, LLC; ARAMARK Sports and Entertainment Services, LLC; the NHL; DPS Holdings, Inc., 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 Game or receipt or use or misuse of any prize, including any travel related thereto. Sponsor reserves the right to cancel, suspend and/or modify the Game, 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 Game or the Instant-Win or a Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
2. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Account Holders, printing errors or by any of the equipment or programming associated with or utilized in the Game; (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 Game; (4) technical or human error which may occur in the administration of the Game; (5) late, lost, undeliverable, damaged or stolen mail or non-delivery; misdirected, blocked, or delayed or failed notifications for any reason, including without limitation, change in e-mail address, phone number, or physical address of Account Holder; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Game or receipt or use or misuse of any prize. If for any reason an entry into the Instant-Win or a Sweepstakes is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Account Holder’s sole remedy is another Code, if it is possible, while supplies last. If the Game, 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 Codes received up to the date of discontinuance for any or all of the prizes or other items offered therein. No more than the stated number of prizes or other items will be awarded or given. In the event that production, technical, seeding, programming or any other reasons cause

more than the stated number of prizes or other items 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 or other items by a random drawing among all legitimate, un-awarded, eligible prize claims.

3. Except where prohibited, all individuals participating in the Game, including Account Holders, agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the Game or any prize awarded or other item given 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 participating in the Game or entering any Instant-Win or Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will individuals be permitted to obtain awards for, and individuals participating in the Game 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 rights and obligations in connection with the Game, 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.
 4. These Official Rules constitute the entire agreement between Account Holders and Sponsor pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Official Rules shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Official Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Rules, which will otherwise remain in full force and effect.
- M. **Publicity.** Except where prohibited by law, you grant (and agree to confirm this grant in writing, if requested) permission for Sponsor, NHL, AEG Management Pittsburgh, LLC, ARAMARK Sports and Entertainment Services, the Pittsburgh Operating Arena, LP, DPS Holdings, Inc., and/or each of their respective parent companies, subsidiaries, affiliates, and advertising/promotion agencies, to use your name, biographical information, and/or likeness for purposes of advertising and promotion without further compensation or authorization.

N. **Winners List.** For a winner list, visit www.penguins.nhl.com/instantwin. Or, to receive a list by mail, send a self-addressed, sufficiently postage-stamped, envelope to Winners List-Penguins Instant Win Game, Pittsburgh Penguins c/o Penguins Instant Win, 1001 Fifth Ave, Pittsburgh, PA 15219. The winner list will be available after winner confirmation is complete for the Instant-Win and Sweepstakes.

O. **Sponsor.** Pittsburgh Penguins LP, 1001 Fifth Ave, Pittsburgh, PA 15219.

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ABBREVIATED RULES

NO PURCHASE NECESSARY. SMART PHONE, PITTSBURGH PENGUINS APP (“App”), INTERNET, AND EMAIL REQ’D. Must be U.S. legal resident residing within a 75-mile radius of Pittsburgh, PA area, 13 or older. Code under cap. Enter Code/get Rules/Free Code Info on the App. For free Codes, print your name, date of birth, address, e-mail address, & daytime phone number on 3”x5” card & mail to: Pittsburgh Penguins c/o Penguins Instant Win, 1001 Fifth Ave, Pittsburgh, PA 15219. Requests for free Codes must be postmarked by 6/24/19. Game ends 11:59 pm ET 6/24/19. Codes must be redeemed by 11:59 pm ET 6/30/19. Subject to full Official Rules. Void where prohibited.

NO PURCHASE NECESSARY. SMART PHONE, PITTSBURGH PENGUINS APP (“App”), INTERNET, AND EMAIL REQ’D. Must be U.S. legal resident residing within a 75-mile radius of Pittsburgh, PA area, 13 or older. Code under cap. Enter Code/get Rules/Free Code Info on the App. Requests for free Codes must be postmarked by 6/24/19. Game ends 11:59 pm ET 6/24/19. Codes must be redeemed by 11:59 pm ET 6/30/19. Subject to full Official Rules. Void where prohibited.

NO PUR. NEC. SMART PHONE, PENGUINS APP, INTERNET, & EMAIL REQ’D. Must be U.S. legal res. residing within 75-miles of Pittsburgh, PA, 13+. Code under cap. Enter Code/get Rules/Free Code Info on App. Request free Codes/Game ends 6/24/19. Redeem by 11:59 pm ET 6/30/19. Subject to full Off Rules. Void where prohibited.