

## PENGUINS PASSPORT<sup>SM</sup> PRIZE DRAWING EVENT 2019

### 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 PASSPORT<sup>SM</sup> Prize Drawing Event 2019 (“**Event**”) is open only to PENGUINS PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup>, a person who is eligible for such Creative Presentation must enter and win the PENGUINS PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup> offered in each such Creative Presentation. Once the winner of a PENGUINS PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup> as set forth in Section 3 below. Proper and complete registration of the PENGUINS PASSPORT<sup>SM</sup> constitutes entry into the Event’s Grand Prize Event Drawing, described further in Section 5 below.
- 3. REGISTRATION:** A PENGUINS PASSPORT<sup>SM</sup> 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 22, 2019** (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 PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup>, 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 PASSPORT<sup>SM</sup>; and (2) either (a) e-mail the signed and acknowledged Registration Materials to: [passport@pittsburghpenguins.com](mailto:passport@pittsburghpenguins.com), or (b) mail the signed and acknowledged Registration Materials to: PENGUINS PASSPORT<sup>SM</sup> Prize Drawing Event, 1001 Fifth Avenue, Pittsburgh, PA 15219. If any PENGUINS PASSPORT<sup>SM</sup> 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. If you choose to mail in your Registration Materials, in order for receipt by the Penguins no later than the Registration Deadline, your Registration Materials should be ***post-marked*** no later than **March 17, 2019** and ***received*** no later than **March 22, 2019**. 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 PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup> in accordance with the terms hereunder (as verified by the Penguins) shall be deemed a **“PENGUINS PASSPORT Holder.”** At all times a PENGUINS PASSPORT<sup>SM</sup> 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 January 15, 2019, and ends on March 15, 2019, culminating in the Grand Prize Event Drawing, described in Section 5 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 | January 15, 2019 – March 15, 2019 |
| Deadline for Receipt by Penguins of Registration Materials   | March 22, 2019                    |
| Validation and Confirmation of PENGUINS PASSPORT <sup>SM</sup> Holders   | March 22, 2019 – March 26, 2019   |
| Grand Prize Event Drawing Date   | April 6, 2019                     |

5. **THE GRAND PRIZE EVENT DRAWING:** All PENGUINS PASSPORT<sup>SM</sup> Holder will be invited to attend the Penguins vs. Rangers game at the PPG Paints Arena in Pittsburgh, PA, on April 6, 2019 (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 PASSPORT<sup>SM</sup> Holder in a Creative Presentation sponsored by an Event Sponsor. No travel or transportation will be provided in connection with attendance at the Game. In the event that a PENGUINS PASSPORT<sup>SM</sup> Holder cannot physically be present at the Game, a Designee may be appointed, subject to Section 7 below. In any event, either the PENGUINS PASSPORT<sup>SM</sup> Holder or his or her 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 PASSPORT<sup>SM</sup> Holder or his or her Designee will be instructed to come on the ice. Each PENGUINS PASSPORT<sup>SM</sup> Holder 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 PASSPORT<sup>SM</sup> Holder drawing balls. One (1) PENGUINS PASSPORT Holder corresponding with the drawn ball will be determined and announced as the **“PENGUINS PASSPORT<sup>SM</sup> Event Winner.”** The odds of being selected the PENGUINS PASSPORT<sup>SM</sup> Event Winner is 1 in 20. If for any reason the PENGUINS PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup> Holders to award the Grand Prize (as defined below).

The PENGUINS PASSPORT<sup>SM</sup> Event Winner and his/her Guests (as defined below) will be subject to verification of eligibility, and will be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form (**“Release”**) and any other required documentation (as determined by the Penguins) within five (5) days of the date notice or attempted notice is sent in order to claim the Grand Prize. If the PENGUINS PASSPORT<sup>SM</sup> Event Winner cannot be reached (regardless of reason) or if he/she fails to provide the Release within the requested time period, or is disqualified for any other reason, the PENGUINS PASSPORT<sup>SM</sup> Event Winner forfeits the Grand Prize and the Penguins may

award the Grand Prize to an alternate winner selected by a random drawing from among all remaining PENGUINS PASSPORT<sup>SM</sup> Holders. 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 the Penguins' sole discretion.

**6. ONE (1) GRAND PRIZE:** The PENGUINS PASSPORT<sup>SM</sup> Event Winner will receive the following prize (the "**Grand Prize**");

- One (1) round trip flight for the PENGUINS PASSPORT<sup>SM</sup> Event Winner and up to five (5) guests (the "**Guests**") on a private plane to Tampa, FL (to be arranged by the Penguins in their sole discretion);
- Six (6) suite tickets to the Penguins game in Tampa, FL ("**Prize Game**") for the PENGUINS PASSPORT<sup>SM</sup> Event Winner and Guests (the "**Prize Tickets**");
- Luxury hotel accommodations for the PENGUINS PASSPORT<sup>SM</sup> Event Winner and Guests (3 double occupancy rooms) (hotel and room selections to be determined in the Penguins' sole discretion);
- Dinner for PENGUINS PASSPORT<sup>SM</sup> Event Winner and Guests during the trip to Tampa, FL (up to \$1,200, excluding gratuity) (restaurant to be approved by the Penguins); and
- \$5,000.

Approximate Retail Value ("**ARV**") of the Grand Prize: \$45,000.

**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 PASSPORT<sup>SM</sup> 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 (\$5,000) will be awarded in the form of a check. The Penguins will not replace any lost or stolen Prize Tickets or gift cards. PENGUINS PASSPORT<sup>SM</sup> Event Winner and his/her Guests are 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.

Exact travel dates and arrangements subject to availability. The PENGUINS PASSPORT<sup>SM</sup> Event Winner and Guests must travel on same itinerary. Guests must be eighteen (18) years of age or older at time of travel. Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between stated approximate retail value and actual value of Grand Prize will not be awarded. The Grand Prize may be forfeited if the PENGUINS PASSPORT<sup>SM</sup> Event Winner is unable to travel on designated dates. The PENGUINS PASSPORT<sup>SM</sup> Event Winner and Guests are solely responsible for having all necessary identification and/or travel documents (e.g., a valid U.S. driver's license or Passport) required for travel. Meals, gratuities, luggage fees, incidental hotel charges and any other unspecified travel-related expenses and the sole responsibility of the PENGUINS PASSPORT<sup>SM</sup> Event Winner and Guests. Grand Prize cannot be transferred, substituted or redeemed for cash, except at the Penguins' sole discretion. The Penguins reserve the right to substitute any Prize, or portion thereof, with a prize of comparable or greater value, in its sole discretion. The Penguins further reserve the right to revoke the Grand Prize or any portion thereof, and require PENGUINS PASSPORT<sup>SM</sup> Event Winner and Guests (if applicable) to return home immediately, in the event that the PENGUINS PASSPORT<sup>SM</sup> Event Winner and any Guest(s) are behaving inappropriately, become intoxicated or act in a way that the Penguins deem not to be in accordance with the theme of this Event. The PENGUINS PASSPORT<sup>SM</sup> Event Winner acknowledges that two (2) Penguins representatives will be with the PENGUINS PASSPORT<sup>SM</sup> Event Winner and Guests during the entirety of the Grand Prize travel and that the PENGUINS PASSPORT<sup>SM</sup> Event Winner and Guests must adhere to any additional rules communicated by such representatives.

**Prize Ticket Restrictions:** No cash or other substitution or exchange of Prize is permitted, except by Sponsor as set forth below. All expenses and costs associated with the acceptance or use of the Grand Prize that are not expressly specified in these Official Rules as being part of the Grand Prize are the sole

responsibility of the PENGUINS PASSPORT<sup>SM</sup> Event Winner and his/her Guests. In the event of unavailability of the Grand Prize (or portion thereof), the Penguins reserve the right to substitute the Grand Prize (or portion thereof) with a prize of equal or greater value in its sole discretion. The Penguins will not replace any lost or stolen Prize Tickets. The PENGUINS PASSPORT<sup>SM</sup> Event Winner agrees that Penguins game tickets are personal to the PENGUINS PASSPORT<sup>SM</sup> Event Winner and his/her Guests, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. The location of the Prize Tickets will be determined by the Penguins in the Penguins' sole discretion. There will be NO CREDITS, EXCHANGES OR REFUNDS PROVIDED FOR THE PRIZE TICKETS. For the avoidance of doubt, if the Prize Game is cancelled, postponed, rescheduled or relocated for any reason, the PENGUINS PASSPORT<sup>SM</sup> Event Winner shall not be entitled to any credits, exchanges or refunds in connection therewith (except in the Penguins' sole discretion).

Away Game Tickets Restrictions: 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 PASSPORT<sup>SM</sup> Event Winner will not receive compensation from the Penguins for any Prize Tickets that the PENGUINS PASSPORT<sup>SM</sup> Event 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.

7. **HOLDER DESIGNEE:** As described in Section 5, if a PENGUINS PASSPORT<sup>SM</sup> Holder is unable to attend the Game for any reason, the PENGUINS PASSPORT<sup>SM</sup> Holder may designate one (1) individual who is 21 years of age or older to represent the PENGUINS PASSPORT<sup>SM</sup> Holder on the ice ("**Designee**"). The 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 PASSPORT<sup>SM</sup> Holder is unable or unwilling to select a Designee within the timeframe required by the Penguins, the Penguins will select a Designee for the PENGUINS PASSPORT<sup>SM</sup> Holder in its sole discretion. The 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 Designee is merely acting in place of the PENGUINS PASSPORT<sup>SM</sup> Holder and shall not be entitled to any portion of the Grand Prize or compensation or consideration for participating in the Grand Prize Event Drawing.
8. **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 cancelation or modification, the Penguins reserve the right to award the Grand Prize pursuant to another random method of selection from among the eligible PENGUINS PASSPORT<sup>SM</sup> Holders who can be identified as of the time of such cancelation. 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 PASSPORT<sup>SM</sup> 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.

9. **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 PASSPORT<sup>SM</sup> Holders.
10. **PUBLICITY:** Participation in the Event constitutes each PENGUINS PASSPORT<sup>SM</sup> Holder's permission to the Penguins and its agents to use the PENGUINS PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup> Holder's publicity rights as described above on the PENGUINS PASSPORT<sup>SM</sup> Holder's behalf.
11. **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.
12. **RELEASE OF LIABILITY:** By participating in the Event, each PENGUINS PASSPORT<sup>SM</sup> Holder (or such PENGUINS PASSPORT<sup>SM</sup> Holder's parent or legal guardian if the PENGUINS PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup> Holder's participation in the Event or receipt or use or misuse of the prize.
13. **DISPUTES:** Except where prohibited, the PENGUINS PASSPORT<sup>SM</sup> Holder (or the PENGUINS PASSPORT<sup>SM</sup> Holder's parent or legal guardian if the PENGUINS PASSPORT<sup>SM</sup> 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 PASSPORT<sup>SM</sup> Holders be permitted to obtain awards for, and each PENGUINS PASSPORT<sup>SM</sup> 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.

14. **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.
15. **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, 2019.
16. **EVENT ORGANIZER:** Pittsburgh Penguins LP, PPG Paints Arena, 1001 Fifth Avenue, Pittsburgh, PA 15219.