

GNC – PENGUINS® PASSPORT PROMOTION
OFFICIAL RULES

1. All individuals must be eighteen (18) years of age or older and a legal resident of the 50 United States (and the District of Columbia) to participate in the GNC Passport promotion. Void in all other jurisdictions and where prohibited by law.
2. Employees, contractors, directors, agents and officers of GNC and the Pittsburgh Penguins, and members of the immediate family (spouse, parent, child, sibling, and their respective spouses) and household members of each such employee are not eligible to participate.
3. By participating, entrants agree to these official rules and the decisions of GNC and the Pittsburgh Penguins, which are final and binding in all matters relating to this promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. The promotion begins on January 15, 2019 and ends on March 15, 2019. On or around March 19, 2019, GNC will randomly select one (1) winner from all among all eligible entries received during the promotion period. An entrant is not a winner of any prize, even if the drawing 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 email or phone using the information provided during entry into promotion. If a potential winner cannot be reached (regardless of reason), or is disqualified for any reason, the potential winner will forfeit the prize and GNC will award the prize to an alternate winner selected at random from the remaining entries. Upon disqualification, no further compensation will be given. Failure to comply with any term or condition in these rules may result in disqualification at GNC's sole discretion. Odds of winning will depend upon the total number of entries received.
5. Entries may be earned by the following methods:
 - a) Mail-in post card (no purchase required, one entry per person) - Entrants must mail in their entry to "Penguins Passport – GNC, PPG Paints Arena, 1001 Fifth Ave, Pittsburgh, Pennsylvania 15219" by listing their name, mailing address and phone number.
 - b) Make a \$20 US purchase – Entrants will make a purchase at their participating Pittsburgh-area GNC location in one transaction, upload their receipt to the GNC link on www.penguinpassport.com where they will fill in their name, email and phone number. All eligible entries will be placed into the drawing. For each \$20 US spent at a participating Pittsburgh-area GNC store location, Entrants will receive one (1) entry into the Penguins Passport. Entrants who spend \$200 US at a participating Pittsburgh-area GNC store location in one transaction and upload their receipt to the GNC link on www.penguinpassport.com will receive ten (10) entries into the drawing and receive two (2) tickets to a Penguins home game during the 2018-19 season, while supplies last. Maximum of two (2) Penguins home game tickets per entrant. Maximum of ten (10) entries per person.

The Pittsburgh area is defined as any participating GNC store location within a 75 mile radius of PPG Paints Arena, 1001 Fifth Avenue, Pittsburgh, Pennsylvania 15219.

6. On March 19, 2019, GNC will select one name from all entries to determine the finalist. The finalist will be contacted by a Pittsburgh Penguins representative within three business days. The finalist and a guest will be invited to the Pittsburgh Penguins home game on April 6, 2019. During the April 6th game, there will be a random drawing to determine the grand prize finalist. The rules for the grand prize drawing are detailed in the Penguins® Passport Official Rules.
7. Acceptance of prize constitutes permission to GNC 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.
8. Entries into the promotion are not transferable and have no cash value.
9. Any and all applicable taxes relating to the entrant receiving any type of award is the sole responsibility of the winner.
10. By participating in this promotion, entrants agree to release and hold harmless GNC and the Pittsburgh Penguins, its partners, members, directors, officers, employees, franchisees, and agents 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 promotion 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. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, 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, or incomplete submissions

11. If, for any reason, the promotion is not capable of running as planned, GNC or the Pittsburgh Penguins may, in its sole discretion, void any suspect entries and cancel or terminate the promotion; modify or suspend the promotion to address the impairment and then resume the promotion in a manner that best conforms to the spirit of these official rules; and/or award the prize in accordance with the winner selection criteria set forth above from among all eligible, non-suspect entries received. GNC and the Pittsburgh Penguins reserve the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the promotion or to be acting in violation of the official rules.

12. If any of the preceding rules are found to be invalid, all other rules shall remain in effect. Entries into the Penguins Passport through GNC, will be subject to the rules set forth in the Penguins® Passport Prize Drawing Event 2019 Official Rules.

13. All decisions made by GNC and the Pittsburgh Penguins management are final.

14. Participating GNC store locations:

Address	City	State	Zip	Phone Number
Clearview Mall, Route 8	Butler	PA	16001	(724) 287-1330
260 Moraine Point Plaza	Butler	PA	16001	(724) 283-0979
Clarion Mall, 22631 Route 68	Clarion	PA	16214	(814) 226-9982
Moon Plaza, 5990 University Boulevard	Coraopolis	PA	15108	(412) 269-4041
Cranberry Mall, PA RT 257 & RT 322	Cranberry	PA	16319	(814) 676-6384
Cranberry Mall, 20111 Route 19. & Freedom	Cranberry Township	PA	16066	(724) 772-9122
Cranberry Commons, 1713 RT 228	Cranberry Township	PA	16066	(724) 772-5533
College Plaza, 881 Hills Plaza Drive	Ebensburg	PA	15931	(814) 472-2292
North Towne Square, RTES 8 & 910	Gibsonia	PA	15044	(724) 444-0940
Westmoreland Mall, Route 30 East	Greensburg	PA	15601	(724) 837-9842
1091 North Hermitage Road	Hermitage	PA	16148	(724) 347-3624
116 West Bridge Street	Homestead	PA	15120	(412) 461-1381
Indiana Mall, 2334 Oakland Ave	Indiana	PA	15701	(724) 465-2820
Johnstown Galleria, 500 Galleria Drive	Johnstown	PA	15904	(814) 269-4462
Franklin Village Shopping, Route 422 & Route 28	Kittanning	PA	16201	(724) 548-4600
329 Mountain Laurel Plaza	Latrobe	PA	15650	(724) 539-8458
Hyde Park Plaza, 451 Hyde Park Road	Leechburg	PA	15656	(724) 845-9785
Quaker Village, Route 65 Ohio River Boulevard	Leetsdale	PA	15056	(412) 741-1981
233 Hillcrest Shopping Center	Lower Burrel	PA	15068	(724) 337-6777
Donaldson Crossroads, 3971 Washington Road	McMurray	PA	15317	(724) 941-6288
Beaver Valley Mall, 380 ROUTE 18	Monaca	PA	15061	(724) 774-9641
Monroeville Mall	Monroeville	PA	15146	(412) 372-9600
4030 William Penn Highway	Monroeville	PA	15146	(412) 372-0956
Village of Murrysville, 4550 William Penn Highway	Murrysville	PA	15668	(724) 733-1070
Highlands Mall, 96 Highlands Mall	Natrona Heights	PA	15065	(724) 224-4016
Union Square S.C., 2527 W. State Street	New Castle	PA	16101	(724) 652-6415
Norwin Towne Square, 12120 State Route 30 #150	North Huntingdon	PA	15642	(724) 863-1076
Norwin Hills S/C, 8775 Norwin Ave	North Huntingdon	PA	15642	(724) 864-2730
Pen Hills Shopping Center, 28 Federal Drive	Penn Hills	PA	15235	(412) 247-7511
South Hills Village, Route 19 South	Pittsburgh	PA	15241	(412) 835-9624
Waterworks S.C., 938 R Freeport Road	Pittsburgh	PA	15238	(412) 784-9908
3721 Forbes Ave	Pittsburgh	PA	15213	(412) 682-5008
5530 Walnut Street	Pittsburgh	PA	15232	(412) 621-6512
Caste Village, Grove & Baptist	Pittsburgh	PA	15236	(412) 882-4650
Mellon Square, 530 Smithfield St	Pittsburgh	PA	15222	(412) 281-9766
Pittsburgh International Airport	Pittsburgh	PA	15231	(412) 472-5983
Ross Park Mall, 1000 Ross Park Mall Drive	Pittsburgh	PA	15237	(412) 635-0241
Edgewood T.C., 1717 South Braddock Ave	Pittsburgh	PA	15218	(412) 371-1020
Mall @ Robinson, 100 Robinson Towne Center	Pittsburgh	PA	15205	(412) 788-2450
550 Wood Street	Pittsburgh	PA	15222	(412) 391-0188
Pine Creek Center, 9805 McKnight Road	Pittsburgh	PA	15237	(412) 366-1084
Brentwood Towne Square, 507 Towne Way #507	Pittsburgh	PA	15227	(412) 884-1130
McCandless Crossing, 8876 Covenant Road B3-B	Pittsburgh	PA	15237	(412) 366-0444
Curry Hollow Center, 314 1/2 Curry Hollow Drive	Pleasant Hills	PA	15236	(412) 655-1147
Settlers Ridge, 285 Settlers Ridge	Robinson Township	PA	15205	(412) 787-2671
Shoppes @ Pgh Mills, 2015 Pgh Mills Boulevard	Tarentum	PA	15084	(724) 410-2487
1500 West Chesnut Street	Washington	PA	15301	(724) 228-9383
Century Sqaure Mall, 3535 Mountain View Drive	West Mifflin	PA	15122	(412) 650-9488
Village at Pine, 1500 Village Run Drive #311	Wexford	PA	15090	(724) 934-5678
Oak Park Plaza, 2001 Lincoln Highway	White Oak	PA	15131	(412) 673-1376

PENGUINS® PASSPORT 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 PASSPORTSM Prize Drawing Event 2019 (“**Event**”) is open only to PENGUINS PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM, a person who is eligible for such Creative Presentation must enter and win the PENGUINS PASSPORTSM 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 PASSPORTSM offered in each such Creative Presentation. Once the winner of a PENGUINS PASSPORTSM 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 PASSPORTSM as set forth in Section 3 below. Proper and complete registration of the PENGUINS PASSPORTSM constitutes entry into the Event’s Grand Prize Event Drawing, described further in Section 5 below.
- 3. REGISTRATION:** A PENGUINS PASSPORTSM 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 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 (as defined below) are not received by the Penguins by the Registration Deadline, you may be disqualified. To register a PENGUINS PASSPORTSM, 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 PASSPORTSM; and (2) either (a) e-mail the signed and acknowledged Registration Materials to: passport@pittsburghpenguins.com, or (b) 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. 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 PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM in accordance with the terms hereunder (as verified by the Penguins) shall be deemed a “**PENGUINS PASSPORT Holder**.” At all times a PENGUINS PASSPORTSM 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 SM Holders	March 22, 2019 – March 26, 2019
Grand Prize Event Drawing Date	April 6, 2019

5. **THE GRAND PRIZE EVENT DRAWING:** All PENGUINS PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM Holder cannot physically be present at the Game, a Designee may be appointed, subject to Section 7 below. In any event, either the PENGUINS PASSPORTSM 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 PASSPORTSM Holder or his or her Designee will be instructed to come on the ice. Each PENGUINS PASSPORTSM 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 PASSPORTSM Holder drawing balls. One (1) PENGUINS PASSPORT Holder corresponding with the drawn ball will be determined and announced as the “**PENGUINS PASSPORTSM Event Winner**.” The odds of being selected the PENGUINS PASSPORTSM Event Winner is 1 in 20. If for any reason the PENGUINS PASSPORTSM 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 PASSPORTSM Holders to award the Grand Prize (as defined below).

The PENGUINS PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM Event Winner will receive the following prize (the “**Grand Prize**”):
- One (1) round trip flight for the PENGUINS PASSPORTSM 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 PASSPORTSM Event Winner and Guests (the “**Prize Tickets**”);
 - Luxury hotel accommodations for the PENGUINS PASSPORTSM Event Winner and Guests (3 double occupancy rooms) (hotel and room selections to be determined in the Penguins’ sole discretion);
 - Dinner for PENGUINS PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM Event Winner is unable to travel on designated dates. The PENGUINS PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM Event Winner and Guests (if applicable) to return home immediately, in the event that the PENGUINS PASSPORTSM 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 PASSPORTSM Event Winner acknowledges that two (2) Penguins representatives will be with the PENGUINS PASSPORTSM Event Winner and Guests during the entirety of the Grand Prize travel and that the PENGUINS PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM Event Winner agrees that Penguins game tickets are personal to the PENGUINS PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM Event Winner will not receive compensation from the Penguins for any Prize Tickets that the PENGUINS PASSPORTSM 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 PASSPORTSM Holder is unable to attend the Game for any reason, the PENGUINS PASSPORTSM Holder may designate one (1) individual who is 21 years of age or older to represent the PENGUINS PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM 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 cancellation or modification, the Penguins reserve the right to award the Grand Prize pursuant to another random method of selection from among the eligible PENGUINS PASSPORTSM Holders who can be identified as of the time of such cancellation. 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 PASSPORTSM 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 PASSPORTSM Holders.
10. **PUBLICITY:** Participation in the Event constitutes each PENGUINS PASSPORTSM Holder's permission to the Penguins and its agents to use the PENGUINS PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM Holder's publicity rights as described above on the PENGUINS PASSPORTSM 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 PASSPORTSM Holder (or such PENGUINS PASSPORTSM Holder's parent or legal guardian if the PENGUINS PASSPORTSM 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 PASSPORTSM 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 PASSPORTSM Holder's participation in the Event or receipt or use or misuse of the prize.
13. **DISPUTES:** Except where prohibited, the PENGUINS PASSPORTSM Holder (or the PENGUINS PASSPORTSM Holder's parent or legal guardian if the PENGUINS PASSPORTSM 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 PASSPORTSM Holders be permitted to obtain awards for, and each PENGUINS PASSPORTSM 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.