

**PITTSBURGH PENGUINS® “ENTER TO WIN A PENGUINS PASSPORT<sup>SM</sup> WITH THE YARD” SWEEPSTAKES**

**OFFICIAL RULES**

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

1. **ELIGIBILITY:** The Pittsburgh Penguins “Enter to Win a PENGUINS PASSPORT<sup>SM</sup> with The Yard” Sweepstakes (the “Sweepstakes”) is open only to legal residents of Pennsylvania residing within seventy-five (75) miles of PPG Paints Arena in Pittsburgh, PA, who are 18 years of age or the age of majority in their jurisdiction of residence at the time of entry. Void in all other jurisdictions and where prohibited by law. Employees, contractors, directors, agents and officers of Pittsburgh Penguins LP, The Yard - An American Gastropub (“Sponsor”), its and their parent, affiliates (including without limitation the National Hockey League (“NHL”) and all other member teams), subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies, and all other service agencies involved with the Sweepstakes, and members of the immediate family (spouse, parent, child, sibling and their respective spouse(s)) and household members of each such employee are not eligible to participate. By participating, entrants agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.
2. **TIMING:** The Sweepstakes begins on February 5, 2019 at 12:00:01 a.m. Eastern Daylight Time (“EDT”) and ends on March 5, 2019 at 11:59:59 p.m. Eastern Standard time (“EST”) (the “Sweepstakes Period”).
3. **TO ENTER:** During the Sweepstakes Period, enter the Sweepstakes by:
  1. Visiting a participating The Yard restaurant location listed below and receiving one (1) entry by purchasing any of the following: an appetizer, an upgrade/substitute of soup or French fries, or a dessert (for a total of up to three (3) possible entries).

Each eligible person in your party will receive an equal number of entries based on the order (appetizer, substitution, glassware and/or dessert). All orders must be on the same bill. Upon payment of your bill, each eligible individual in your party (i.e., legal residents of PA residing within 75 miles of PPG Paints Arena in Pittsburgh, PA who are 18+) must complete an entry form and upon completion and agreement to these Official Rules, will receive the number of entries based on your order as set forth above (bill must be paid in full to receive entries into the Sweepstakes); OR

2. To enter without making a purchase at The Yard, visit the Sweepstakes webpage at [www.penguinspassport.com](http://www.penguinspassport.com) and complete the electronic entry form. Individuals must provide all applicable information requested to be eligible to win. Upon submission of the completed entry form, the individual is deemed an “entrant” for purposes of the Sweepstakes and will receive one (1) entry into the Sweepstakes for the applicable

Sweepstakes Period. You may submit up to three (3) entry forms for a total of three (3) entries into the Sweepstakes.

*Participating The Yard Locations:*

The Yard- Market Square  
100 Fifth Ave  
Pittsburgh, PA 15222

The Yard- Shadyside  
736 Bellefonte Street  
Pittsburgh, PA 15232

The Yard- The Galleria Mt. Lebanon  
1500 Washington Rd.  
Pittsburgh, PA 15228

North Fayette- Robinson  
670 Chauvet Dr.  
Pittsburgh, PA 15275

Entries may or may not be acknowledged, in Sponsor's sole discretion. **LIMIT: THREE (3) ENTRIES PER PERSON (LIMIT ONE (1) TRIP TO THE YARD FOR ENTRANT'S ENTERING BY VISITING THE YARD – ADDITIONAL ORDERS/VISITS WILL NOT RESULT IN ADDITIONAL ENTRIES).** Entries received before or after the Sweepstakes Period will not be accepted or be eligible to win the Prize. Multiple entrants are not permitted to share an email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified from the entire Sweepstakes. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email account used to register the email account will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder of the account associated with the winning entry.

4. **WINNER SELECTION:** On or about March 10<sup>th</sup>, 2019, Sponsor will randomly select one (1) potential winner from among all eligible entries received during the Sweepstakes Period. **AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** The potential winner will be notified by phone or email using the contact information provided during registration. All potential winners will be subject to verification of eligibility, and may be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form ("Release") within five (5) days of the date notice or attempted notice is sent in order to claim the Prize. If a potential winner cannot be reached (regardless of reason), there is a return of any Prize notification as

undeliverable, or fails to provide the Release within the requested time period (if applicable), or is disqualified for any other reason, the potential winner forfeits the Prize and Sponsor will award the Prize to an alternate winner selected by a random drawing from among all remaining eligible entries received. Upon disqualification, no further compensation will be given. Failure to comply with any term or condition in these Official Rules may result in disqualification at Sponsor's sole discretion. Odds of winning the Prize as set forth in Section 5 below will depend upon the total number of eligible entries received.

5. **PRIZES & APPROXIMATE RETAIL VALUES:** One (1) winner will receive a PENGUINS PASSPORT<sup>SM\*</sup> and a "Yard Party" for winner and up to twenty (20) guests at a The Yard restaurant location in Pittsburgh, PA with a grilled cheese and appetizer buffet and up to \$200.00 in non-alcoholic drinks (location, date and time, staffing to be determined by Sponsor in its sole discretion) (collectively, the "Prize"). Total approximate retail value of the Prize: \$1,000.

Prize Restrictions: No cash or other substitution or exchange of Prize is permitted, except by Sponsor as set forth below. All federal, state and local taxes are the sole responsibility of winner. Prize consists of only those items specifically stated as part of the Prize. All expenses and costs associated with the acceptance or use of the Prize that are not expressly specified in these Official Rules as being part of the Prize are the sole responsibility of the winner. In the event of unavailability of the Prize (or portion thereof), Sponsor reserves the right to substitute the Prize (or portion thereof) with a prize of equal or greater value in its sole discretion.

\* 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, 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 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<sup>SM</sup> 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.

There will be a total of twenty (20) PENGUINS PASSPORTS<sup>SM</sup> distributed by the Penguins and its participating promotional partners. All PENGUINS PASSPORT<sup>SM</sup> Holders will be invited to attend the Penguins vs. Rangers game at the PPG Paints Arena in Pittsburgh, PA, on **April 6, 2019**. At the game, the Penguins will randomly select one (1) PENGUINS PASSPORT<sup>SM</sup> Holder as the potential winner (the “PENGUINS PASSPORT<sup>SM</sup> Event Winner”). The PENGUINS PASSPORT<sup>SM</sup> Event Winner will win the following prize: (i) 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), (ii) six (6) suite tickets to the Penguins game in Tampa, FL for the PENGUINS PASSPORT<sup>SM</sup> Event Winner and Guests, (iii) 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), (iv) 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 (v) \$5,000 (in the form of a check).

The Event is subject in all respects to the PENGUINS PASSPORT<sup>SM</sup> PRIZE DRAWING EVENT 2019 Official Rules located at [www.penguinspassport.com](http://www.penguinspassport.com), and continuous compliance therewith is a condition of eligibility. Failure by a PENGUINS PASSPORT<sup>SM</sup> Holder to comply with all of the PENGUINS PASSPORT<sup>SM</sup> PRIZE DRAWING EVENT 2019 Official Rules or these Sweepstakes Official Rules may result in disqualification in the sole discretion of the Penguins, in which case the disqualified holder’s registration will be cancelled and the PENGUINS PASSPORT<sup>SM</sup> rendered VOID. Additional drawing and prize restrictions set forth in the PENGUINS PASSPORT<sup>SM</sup> PRIZE DRAWING EVENT 2019 Official Rules apply. PENGUINS PASSPORT<sup>SM</sup> is a service mark of Pittsburgh Penguins LP. Terms not defined in these Official Rules shall have the same meaning as set forth in the PENGUINS PASSPORT<sup>SM</sup> PRIZE DRAWING EVENT 2019 Official Rules.

6. **PUBLICITY:** Acceptance of the Prize constitutes permission to the Sponsor and its agents to use the winner’s name and/or likenesses, Prize information, photograph, voice, and comments for purposes of advertising and trade without further notice, permission, or compensation, unless prohibited by law.
7. **NHL RULES:** These Official Rules shall in all respects be subject to and subordinate to each of the following, as such may be amended from time to time: (a) the NHL Constitution; (b) the NHL By-laws; (c) all other rules, regulations and policies of the NHL and the resolutions of its Board of Governors; (d) any collective bargaining agreement between the NHL and/or its member clubs and other parties; (e) all consent decrees and settlement agreements entered into, between or among the NHL and its member clubs or the NHL, NHL member clubs and/or other persons in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of

Governors, the NHL Commissioner, or the NHL Constitution; (f) any television or cable, radio, or other media network agreements between the NHL and third parties; and (g) any national corporate marketing, licensing, sponsorship or similar agreements between the NHL (or NHL affiliates) and third parties, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the Commissioner.

8. **RELEASE OF LIABILITY:** By participating in this Sweepstakes, entrants agree to release and hold harmless Sponsor, Pittsburgh Penguins LP, PPG Industries, Inc., AEG Management Pittsburgh, LLC, ARAMARK Sports and Entertainment Services, LLC, the NHL, and each of their respective parent companies, subsidiaries, affiliates, advertising/promotion agencies, and each of their shareholders, partners, members, directors, officers, employees, franchisees, and agents (“Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of the Prize, including any travel related thereto, and for claims based on publicity rights and intellectual property rights, defamation or invasion of privacy.
9. **GENERAL CONDITIONS:** If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (i) cancel or terminate the Sweepstakes; (ii) modify or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (iii) award the Prize in accordance with the winner selection criteria set forth above from among all eligible, non-suspect entries received. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
10. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Sweepstakes or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the

stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. **DISPUTES:** Except where prohibited, all entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts in the Commonwealth of Pennsylvania; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.
12. **PRIVACY:** All information submitted to Sponsor as part of a Sweepstakes will be treated in accordance with the privacy policy, available at <https://www.nhl.com/info/privacy-policy> and these Official Rules. If you are selected as a winner, your personal information may be included on a publicly-available winner's list.
13. **WINNER'S LIST:** For the winner's name, send a self-addressed stamped envelope to "Pittsburgh Penguins **ENTER TO WIN A PENGUINS PASSPORT<sup>SM</sup> BY THE YARD** Sweepstakes" Winner List, Pittsburgh Penguins LP, 1001 Fifth Avenue, Pittsburgh, PA 15219. Requests for winner's list must be received within ninety (90) days after the Sweepstakes Period.
14. **SPONSOR:** The Yard – An American Gastropub, 104 Cathedral Court, Carnegie, PA 15106.

**PITTSBURGH PENGUINS® “ENTER TO WIN A PENGUINS PASSPORT<sup>SM</sup> WITH THE YARD” SWEEPSTAKES**

**ABBREVIATED RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Open to legal residents of PA residing within 75 miles of PPG Paints Arena in Pittsburgh, PA who are 18+. Begins on 2/5/19 at 12:00 am ET and ends 3/5/19 at 11:59 am ET. There are two ways to enter:

1. Visit a participating The Yard restaurant location and receive one (1) entry by purchasing any of the following: an appetizer, an upgrade/substitute of soup or French fries or, a dessert (for a total of up to three (3) possible entries). Each eligible person in your party will receive an equal number of entries based on the order (appetizer, substitution, glassware and/or dessert). All orders must be on the same bill. Upon payment of your bill, each eligible individual in your party (i.e., legal residents of PA residing within 75 miles of PPG Paints Arena in Pittsburgh, PA who are 18+) must complete an entry form and upon completion and agreement to the Official Rules, will receive the number of entries based on your order as set forth above (bill must be paid in full to receive entries into the Sweepstakes); OR
2. To enter without making a purchase at The Yard, visit the Sweepstakes webpage at [www.penguinspassport.com](http://www.penguinspassport.com) and complete the electronic entry form. Individuals must provide all applicable information requested to be eligible to win. Upon submission of the completed entry form, the individual is deemed an “entrant” for purposes of the Sweepstakes and will receive one (1) entry into the Sweepstakes for the applicable Sweepstakes Period. You may submit up to three (3) entry forms for a total of three (3) entries into the Sweepstakes.

LIMIT 3 ENTRIES PER PERSON, REGARDLESS OF METHOD OF ENTRY (LIMIT ONE (1) TRIP TO THE YARD FOR THOSE ENTERING VIA OPTION 1 ABOVE). One winner will receive a PENGUINS PASSPORT<sup>SM\*</sup> and a “Yard Party” for winner and up to twenty (20) guests at a The Yard restaurant location in Pittsburgh, PA (incl. grilled cheese and appetizer buffet and up to \$200.00 in non-alcoholic drinks) (collectively, the “Prize”). Total ARV: \$1,000. For full Official Rules and complete details, visit [www.penguinspassport.com](http://www.penguinspassport.com). Sponsor: The Yard – An American Gastropub, 104 Cathedral Court, Carnegie, PA 15106.