FedEx Pens Predictor Predictive Selection 2019-2020 Sweepstakes

OFFICIAL RULES

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT PARTICIPATE IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES. NO PURCHASE OR PAYMENT NECESSARY TO ENTER THE SWEEPSTAKES. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW. MESSAGE AND DATA RATES MAY APPLY. Check with your wireless service provider for details on these and other applicable charges and restrictions. Participants are solely responsible for any such charges.

OVERVIEW OF THE SWEEPSTAKES: The FedEx Pens Predictor Predictive Selection 2019-2020 Sweepstakes ("Sweepstakes") allows Pittsburgh Penguins fans to participate in the excitement of Pittsburgh Penguins games during the 2019-2020 season by responding to the question "Which Penguins player will score the first goal" prior to the game. Fans will be given the opportunity to answer the question using a game integrated into the official Penguins app. Fans who correctly answer the question will receive an entry for a chance to win the prize announced. This Sweepstakes is in no way sponsored, endorsed or administered by FedEx Corporation.

SWEEPSTAKES PERIOD: The Sweepstakes will begin on Thursday, October 3, 2019, and will end on the last day of the Pittsburgh Penguins 2019-2020 season (the "Promotion Period"). The Promotion Period will consist of various "Sweepstakes Periods". A Sweepstakes Period begins upon it being announced via push notification (approximately four (4) hours before the official start of the applicable game as determined by the National Hockey League), and ends at the scheduled start of the applicable game as determined by the National Hockey League (each, a "Sweepstakes Period"). The start of a Sweepstakes Period will be announced via push notification to users of the official Penguins mobile app (the “App”) who have opted into “promotions” push notifications. You can sign up to receive notification of the start of each Sweepstakes Period by downloading the App in the Apple App Store and Google Play store and clicking allow the “Penguins” to send you notifications. Sweepstakes Period start times may change subject to game schedule, and all times are in Eastern Time (local to Pittsburgh, PA). Entries received before or after a Sweepstakes Period will not be accepted or be eligible to win a prize for that Sweepstakes Period. Sponsor’s computer is the official time-keeping device for the Sweepstakes.

ELIGIBILITY: The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or the age of majority in their jurisdiction of residence at the time of entry, whichever is older. Employees, officers, directors and agents of Pittsburgh Penguins LP (“Sponsor”), Yinzcam, Inc. (“Administrator”), and each of their parent, subsidiary companies, affiliates, divisions, franchisees, representatives, consultants, subcontractors, suppliers, distributors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, each of the participating wireless carriers and members of their immediate families (defined for these purposes as including spouse, parents, children, and siblings and each of their respective spouses) and individuals living in the same household, are not eligible to participate. Sponsor and Administrator reserve the right to verify the eligibility of participants. 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. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

PERSONAL INFORMATION: All information submitted to Sponsor as part of the Sweepstakes will be treated in accordance with Sponsor’s privacy policy, available at www.nhl.com/penguins/team/privacy-policy1. If you are a winner in the Sweepstakes, your personal information may be included in a publicly-
available winners’ list.

TO ENTER: There are two ways to enter this Sweepstakes: (1) App: During each Sweepstakes Period you will receive a push notification prompting you to make your prediction on the App. First, open the App and press the “predict now” button corresponding to the applicable game. Once on the player picker page, select which player you believe will score the first Penguins goal of the applicable game by clicking “vote” below that player’s picture. You will then be prompted with a confirmation page stating “Are you sure you want to confirm your prediction for x player.” At this time you may either (a) confirm your choice or (b) cancel and change your selection. Once you have confirmed your prediction you may not change it. (2) Online: Entry is available online for free by visiting https://pens.pe/2oOuEm3 during the Sweepstakes Period and completing a registration form. Once all required fields are completed, click “submit.” Entrants will be asked to register as a potential entrant into the applicable Sweepstakes Period by entering and submitting all of the information requested on the registration form. After successful registration, entrants will be allowed to respond to the question via the online form provided. Only the first response via the online form will be a valid Submission (defined below) for the applicable Sweepstakes Period; all additional form submissions will be void. By completing one of the entry methods described above, you submitted one (1) “Submission” for entry into the applicable Sweepstakes Period. If you correctly select the player who scores the first Penguins goal of the applicable game during the Sweepstakes Period via one (1) of the entry methods described above, you will receive one (1) entry into the drawing for that Sweepstakes Period. Limit one (1) Submission and one (1) entry per person, telephone number, or e-mail address, regardless of method of entry, during the Sweepstakes Period. Sponsor may, at its discretion, disqualify any person who acts in violation of these Official Rules. Multiple entries during a Sweepstakes Period from the same person will not be accepted, or if accepted, may result in disqualification. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system dispute as to the identity of an entrant, the entry will be declared made by the authorized account holder that submitted the entry. "Authorized account holder" is defined as the natural person who is assigned to a mobile telephone number (“MTN”) or email address by a telephone company, wireless service provider, Internet access provider, Internet service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses, telephone numbers or wireless phone numbers for the telephone exchange associated with the submitted telephone number/ email address or the domain associated with the submitted telephone, as applicable. Potential winners may be requested to provide Sponsor with proof that he/she is the authorized account holder of the MTN or contact phone number and/or email address associated with the winning entry. Failure to adhere to any specific instructions for a particular Sweepstakes Period may result in disqualification.

WINNER SELECTION: If there are no entries for a Sweepstakes Period, then all Submissions received during the applicable Sweepstakes Period, regardless of the answer cast, will be entered into the random drawing for the Sweepstakes Period. Determining what answer is “correct” will be done in Sponsor’s and/or Administrator’s sole discretion, with reliance on official documents (e.g., National Hockey League official score sheet) created at or publicly available at the close of the Sweepstakes Period. Sponsor’s choice as to what documents to rely upon, or whether there is any need to rely upon any third party document, to determine the correct answer will be made in Sponsor’s sole discretion. Participants agree that any revision made to any document after it has been relied upon by Sponsor and/or Administrator to determine correct answers will not cause or require Sponsor to award the prize to any person not already chosen as the Sweepstakes Period winner. The random drawing for each Sweepstakes Period will be conducted by Administrator, whose decisions will be final in all matters relating to this Sweepstakes. Once the entry pool has been determined for the applicable Sweepstakes Period, the potential winner for each Sweepstakes Period will be selected in a random drawing from among all eligible entries or Submissions,
as applicable, received during that Sweepstakes Period. The potential winner will be notified by phone call and/or email (chosen at Sponsor’s discretion). All potential winners may be subject to verification of eligibility, and may be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form within a certain number of days of notification, as specified by Sponsor or Administrator. If a potential winner cannot be reached (regardless of reason), does not respond within the designated time (if required), or there is a return of any prize/prize notification as undeliverable, he/she will be disqualified and an alternate will be selected. Upon disqualification, no compensation or prize will be given. Failure to comply with any term or condition in these Official Rules may result in disqualification at Sponsor’s sole discretion. In the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries or Submissions, as applicable. No more than two (2) attempts to award the prize will be made. If a prize winner cannot be confirmed after two (2) attempts, the prize will remain unawarded. Odds of winning will depend upon the total number of eligible entries received during the applicable Sweepstakes Period.

PRIZES & APPROXIMATE RETAIL VALUES: One prize winner will be selected for each Sweepstakes Period and will win the prize announced at the start of the applicable Sweepstakes Period. The approximate retail value for each prize awarded during the Promotion Period will vary and will range from $50 - $200. Limit one (1) prize per person, mobile telephone number, e-mail address, or household during the Promotion Period. All prizes will be awarded “as is”. Gift card prizes are subject to the terms and conditions listed thereon (including, without limitation, expiration dates) and as otherwise set by issuer. Prize Restrictions: Winners may make no substitution or transfer of prizes and prizes are not exchangeable for cash. All federal, state and local taxes are the sole responsibility of winner. Sponsor reserves the right to substitute prize of equal or greater value. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

PUBLICITY: Acceptance of prize constitutes permission (which may be confirmed in writing on request of Sponsor) to the Sponsor and its agents to use the winner’s name and/or likenesses, prize information, photograph, voice, comments for purposes of advertising and trade without further notice, permission, or compensation, unless prohibited by law.

RELEASE OF LIABILITY/GENERAL CONDITIONS: By participating in this Sweepstakes, you agree to be bound by the Official Rules and the decisions of the Sponsor and Administrator. By participating in the Sweepstakes, you agree to hold Sponsor, Administrator, and each of their shareholders, directors, employees, subsidiaries, affiliates, agencies and independent contractors (collectively, the “Released Parties”) harmless against any and all claims and liability arising out of participation in the Sweepstakes and use or misuse of the prize. Winners assume all liability for any injury or damage caused, or claimed to be caused by participation in this Sweepstakes or use or redemption of any prize. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.

Information collected in connection with this Sweepstakes will be used in accordance with Sponsor’s privacy policy and these Official Rules. In the event of any discrepancy between the privacy policy and these Official Rules, the privacy policy shall control and govern. To review Sponsor’s privacy policy, please go to http://penguins.nhl.com/club/page.htm?id=56463. Purchase or acceptance of a product offer does not improve your chances of winning. The Released Parties are not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the Sweepstakes. Sponsor will not be responsible for incomplete, undecipherable, lost, late, damaged, misdirected or mutilated entries, misdirected or faulty text or e-mail messages or for any technical problems, changes in participant’s contact information, incorrect announcements or information of any
kind, hardware or software failures of any kind including any injury or damage related to phone. Incomplete/illegible entries are void. Sponsor is not responsible for any human or other error that may occur in the processing of the entries, nor are they responsible for any error, omission, interruption, deletion, defect, or delay in operation or transmission, theft or destruction or unauthorized access to or alteration of entries, or for technical, network, telephone, computer hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or failures of any wireless or internet service providers, traffic congestion on the Internet or at any web site or any combination thereof, which may limit a person’s ability to participate in this Sweepstakes or receive communication from Sponsor. Sponsor assumes no responsibility for undeliverable text messages resulting from filtration of an entrant’s Wireless or Internet service provider or for insufficient space to receive text or e-mail. If, for any reason, the Sweepstakes (or any Sweepstakes Period) is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (i) cancel or terminate the Sweepstakes (or the applicable Sweepstakes Period(s)); (ii) modify or suspend the Sweepstakes (or the applicable Sweepstakes Period(s)) to address the impairment and then resume the Sweepstakes (or the applicable Sweepstakes Period(s)) in a manner that best conforms to the spirit of these Official Rules; and/or (iii) award the prize(s) in accordance with the winner selection criteria set forth above from among the eligible, non-suspect entries for the relevant Sweepstakes Period received up to the time of the impairment. If the Sweepstakes is canceled, Sponsor shall have no further obligation to any participant in connection with this Sweepstakes. Any use of robotic, automatic, programmed, or the like methods of participation will void all such entries by such methods.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY AND SHALL BE CONSTRUED ONLY ACCORDING TO UNITED STATES LAW. THE COURTS (STATE AND FEDERAL) SITUATED IN THE COMMONWEALTH OF PENNSYLVANIA SHALL HAVE SOLE JURISDICTION OF ANY CLAIMS OR CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA SHALL GOVERN THE SWEEPSTAKES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION IN THESE COURTS AND CHOICE OF LAW AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND CHOICE OF LAW. Furthermore, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys’ fees; and (3) under no circumstances will the entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

PRIVACY: All information submitted to Sponsor as part of this Sweepstakes will be treated in accordance with Sponsor's privacy policy, available at http://penguins.nhl.com/club/page.htm? id=56463.

WINNER'S LIST: The names of the winners may be obtained after July 1, 2020 by sending a self-addressed stamped envelope to: FedEx Pens Predictor 2018-2019 Winners List, Pittsburgh Penguins, 1001
Fifth Avenue, Pittsburgh PA, 15219. Requests for winner’s list must be received by September 30, 2019.

SPONSOR: This Sweepstakes is sponsored by Pittsburgh Penguins LP, 1001 Fifth Avenue; Pittsburgh, PA 15219.

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