

Pittsburgh Penguins Foundation Pens Give More 2019 Sweepstakes

OFFICIAL RULES

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

1. SWEEPSTAKES PERIOD: The Pittsburgh Penguins Foundation Pens Give More 2019 Sweepstakes (the “Sweepstakes”) will begin on October 10, 2019 at 11:00 a.m. Eastern Time (“ET”) and end on October 11, 2019 at 11:00 a.m. ET (the “Sweepstakes Period”). Entries received before or outside of the Sweepstakes Period will not be accepted or be eligible to win the stated Prize. Sponsor’s clock is the official clock of the Sweepstakes.

2. ELIGIBILITY: The Sweepstakes is open only to legal residents of Pennsylvania, West Virginia, Ohio and Maryland. Void in all other jurisdictions and where prohibited by law. Employees and directors of the Pittsburgh Penguins LP (“Sponsor”), and each of their parent and subsidiary companies, affiliates, divisions, franchisees, representatives, consultants, sub-contractors, suppliers, distributors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies 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. 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.

3. TO ENTER: During the Sweepstakes Period, visit https://pittsburghpenguins-hiizy.formstack.com/forms/pensgivemore_contest to view the online entry form. Complete the online entry form by entering your [name, address, phone number, and email address]. Entries may or may not be acknowledged, in Sponsor’s sole discretion. Complying with Sponsor’s instructions and these Official Rules will generate one (1) entry into the Sweepstakes. Any participant who enters after the close of the Sweepstakes Period will not be given an entry into the Sweepstakes. **Limit:** Each participant may obtain only one (1) entry into the Sweepstakes. 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 will be deemed to be the registrant or player. 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 email address associated with the winning entry.

4. WINNER SELECTION: At the close of the Sweepstakes Period, Sponsor will randomly select one (1) entrant from among all of the eligible entries received to be the potential Prize winner. **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 either e-mail or phone using the contact information provided during registration. 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 (“Release”) within a certain time period after notification. 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 may be disqualified and an alternate potential winner may be selected. 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. In the event that a potential winner is disqualified for any reason, an alternate potential winner may be selected in a random drawing from the remaining eligible entries. Sponsor, in its sole discretion, may limit the number of attempts to award a Prize to two (2) attempts. In such case, if a Prize winner cannot be confirmed after two (2) attempts, the Prize will remain un-awarded. Odds of winning will depend upon the total number of eligible entries received.

5. PRIZE & APPROXIMATE RETAIL VALUE: There will be one (10) prizes (“Prize”) awarded in the Sweepstakes. The Prize will consist of one (1) Pittsburgh Penguins Autographed Jersey (player to be selected by the Sponsor). Total approximate retail value (“ARV”) of Prize: \$500.00.

Prize Restrictions: Winner may make no substitution or transfer of Prize(s) and Prize(s) is not exchangeable for cash. 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. Sponsor reserves the right to substitute a Prize of equal or greater value in its sole discretion. If required by law, winner will be issued a 1099 tax form for the Prize value. Additional restrictions may apply to any gift cards or coupons awarded as a Prize.

6. PUBLICITY: Acceptance of a 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. RELEASE OF LIABILITY: By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of Sponsor. By accepting a Prize, winners agree to hold harmless Sponsor and their respective shareholders, officers, directors, employees, subsidiaries, affiliates and independent contractors (“Released Parties”) against any and all claims and liability arising out of use of a Prize or participation in the Sweepstakes. 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.

8. 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.**

9. GENERAL CONDITIONS: Purchase or acceptance of a product offer does not improve your chances of winning. 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, incorrect announcements of any kind, hardware or software failures of any kind including any injury or damage related to phones or computers. 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 a 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 applicable). Sponsor reserves the right to cancel, terminate, suspend, or modify the Sweepstakes if fraud or technical failures destroy the integrity of the Sweepstakes; or if a technical problem corrupts the administration as determined by Sponsor, in its sole discretion. If a Sweepstakes is canceled, Sponsor will award the Prize from among all eligible entries received as of the time of cancellation in a random drawing, and Sponsor shall have no further obligation to any entrant in connection with the Sweepstakes. Any use of robotic, automatic, programmed, or 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 A 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.

10. PRIVACY: All information submitted to Sponsor as part of a Sweepstakes will be treated in accordance with Sponsor's 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 privacy policy shall control

and govern.

11. WINNER'S LIST: For the winner's name, send a self-addressed stamped envelope to "Pittsburgh Penguins Foundation Pens Give More 2019 Sweepstakes" Winner's List, Pittsburgh Penguins Foundation, One Chatham Center, Suite 300, Pittsburgh, PA 15219. Please include on the outer envelope "Pittsburgh Penguins Online Sweepstakes". Requests for winner's list must be received ninety (90) days after the winner for the Sweepstakes is chosen.

12. SPONSOR: Pittsburgh Penguins Foundation, One Chatham Center, Suite 300, Pittsburgh, PA 15219