

## **THE MARIO LEMIEUX FOUNDATION WINTER CHALLENGE SWEEPSTAKES OFFICIAL RULES**

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

1. **SWEEPSTAKES PERIOD:** The Mario Lemieux Foundation Winter Challenge Sweepstakes (the “Sweepstakes”) will begin on January 5, 2023 at 12:01 a.m. Eastern Time (“ET”) and ends on March 8, 2023 at 11:59 p.m. ET (the “Sweepstakes Period”). Sponsor’s clock is the official clock of the Sweepstakes.

2. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older at the time of entry. Employees and directors of the Mario Lemieux Foundation (“Sponsor”), Pittsburgh Penguins LP (the “Penguins”) and their respective parents and subsidiary companies, affiliates (including, without limitation, the National Hockey League (“NHL”) and all other member teams), 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. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

3. **TO ENTER:** During the Sweepstakes Period, enter the Sweepstakes using one (1) of the following methods:

- a. **Participate in 66-mile/66-day activity:** To enter by participating in the 66-mile challenge, visit [www.mariolemieux.org](http://www.mariolemieux.org) and complete the registration process to participate in the challenge (participation includes payment of a \$10 registration fee) (the “Form”). By submitting the completed Form during the Sweepstakes Period, you will receive one (1) entry into the Sweepstakes.
- b. **Free Mail-In Method:** To enter for free, print your name, address, city, state, zip code, e- mail address, and date of birth on a postcard and mailing to: “The Mario Lemieux Foundation Winter Challenge Sweepstakes,” Mario Lemieux Foundation, Two Chatham Center, Suite 1661, 112 Washington Place, Pittsburgh, PA 15219. Entry by mail must be postmarked on date no earlier than the start of the Sweepstakes Period and no later than the last date of the Sweepstakes Period, and received no later than March 15, 2023.

Entries may or may not be acknowledged, in Sponsor’s sole discretion. **LIMIT: ONE (1) ENTRY PER PERSON, REGARDLESS OF METHOD OF ENTRY.** 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 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 winners may be required to show proof of being the authorized account holder of the email address associated with the winning entry.

4. **WINNER SELECTION:** On or about March 16, 2023 (the "Date of Drawing"), Sponsor will randomly select thirty (30) potential winners from among all eligible entries received. **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 winners will be notified by e-mail using the contact information provided during entry. The 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 instructed by Sponsor (or if not instructed, within forty-eight (48) hours), there is a return of any Prize/Prize notification as undeliverable, or fails to provide the Release within the requested time period, he/she may be disqualified and an alternate potential winner may be 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. 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 received. Only three (3) alternative drawings will be held, after which the Prize will remain unawarded. Odds of winning will depend upon the number of eligible entries received.

5. **PRIZES & APPROXIMATE RETAIL VALUES:** There will be thirty (30) total winners of this Sweepstakes. Twenty Nine (29) winners will each receive one (1) piece of Mario Lemieux Foundation or Pittsburgh Penguins memorabilia as selected by Sponsor ((Approximate Retail Value ("ARV") of such memorabilia prize is \$20-\$800)), and one (1) winner will receive four (4) club seat tickets for winner and three (3) guests to attend the Pittsburgh Penguins home game at PPG Paints Arena on March 30, 2023 (the "Game") (ARV of Game prize is \$900) (collectively, the "Prize"). Total ARV of all Prizes: \$3,910.00.

Prize Restrictions and Delivery: T-shirt sizes and autographed memorabilia to be determined by Sponsor in its discretion. Winner's guests must be eighteen (18) years of age or older or the winner must be the guest's parent/legal guardian. Attendance at the Game is subject to ticket terms and conditions and winner and guest must follow all Penguins and venue safety protocols, including but not limited to, any and all COVID-19 rules that may be required by the Penguins and/or PPG Paints Arena (e.g., mask policies, negative COVID-19 test requirements, proof of full COVID-19 vaccination status requirements, social distance restrictions, etc.). Sponsor and Penguins will not be responsible in the event that the winner and/or guest is denied entry to the Game for any reason,

including for failure to comply with any applicable venue rules or safety protocols. Game is subject to, among other things, delay, postponement, rescheduling and cancellation by game coordinators. In the event of Game postponement, rescheduling or cancellation, the winner will be notified by the Penguins, who may substitute the Prize tickets for tickets to a Game to take place at a later date, to be determined at the Penguins' sole discretion. Prize (i) above will be shipped by Sponsor within four (4) to six (6) weeks following the end of the Sweepstakes Period to the winner's address provided during winner verification. Mobile Game tickets will be e-mailed to the winner after winner verification via the e-mail address provided during entry. No cash or other substitution or exchange of Prize is permitted, except at Sponsor's sole discretion. **Limit: one (1) Prize per person.** Each winner agrees that the Prize is personal to the 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. Winner will not receive compensation from Sponsor for Prize items that the winner is unable to use, including, without limitation, due to winner's or guests' unavailability or due to cancellation or postponement of the Game. 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 each winner, including, without limitation, transportation to/from the Game.** Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion. If required by law, winners will be issued a 1099 tax form for the Prize value. Sponsor will not replace any lost or stolen Prize items.

6. **PUBLICITY:** Acceptance of a Prize constitutes permission to the Sponsor and its agents to use each winner's name and/or likeness, 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 be bound by the Official Rules and the decisions of Sponsor. By participating in the Sweepstakes and/or accepting a Prize, each winner agrees to hold harmless Sponsor, the Penguins, PPG Industries, Inc., Fenway Sports Group Holdings, LLC, ASM Global, ARAMARK Sports and Entertainment Services, LLC, the NHL, and each of their respective advertising/promotion agencies, and their members, directors, officers, employees, 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, 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, Sponsor reserves 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 Sponsor's privacy policy, available at <https://mariolemieux.org/privacy-policy/>. If you are selected as the winner, your personal information may be included on a publicly available winner's list.

13. **WINNER INFORMATION:** For the names of the winners, send a self-addressed stamped envelope to "The Mario Lemieux Foundation Winter Challenge Sweepstakes" Winners' List, Mario Lemieux Foundation, Two Chatham Center, Suite 1661, 112 Washington Place, Pittsburgh, PA 15219. Requests for winners' list must be received ninety (90) days after the Sweepstakes Period.

14. **SPONSOR:** Mario Lemieux Foundation, Two Chatham Center, Suite 1661, 112 Washington Place, Pittsburgh, PA 15219.

## **THE MARIO LEMIEUX FOUNDATION WINTER CHALLENGE SWEEPSTAKES**

### **ABBREVIATED RULES**

NO PURCHASE NECESSARY. Open to legal residents of the United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Begins on January 5, 2023 at 12:01 a.m. Eastern Time (“ET”) and ends on March 8, 2023 at 11:59 p.m. ET. To enter, visit [www.mariolemieux.org](http://www.mariolemieux.org), complete the registration process OR enter for free by mailing a postcard with your printed name, address, city state, zip code, mailing address to “The Mario Lemieux Foundation Winter Challenge Sweepstakes”, Mario Lemieux Foundation, Two Chatham Center, Suite 1661, 112 Washington Place, Pittsburgh, PA 15219. Mail in entry must be received no later than March 15, 2023. There are 30 total winners of this Sweepstakes. 29 winners will each receive one (1) piece of Mario Lemieux Foundation or Pittsburgh Penguins memorabilia as selected by Sponsor (ARV of such memorabilia prize is \$20-\$800), and 1 winner will receive 4 club seat tickets for winner and 3 guests to attend the Pittsburgh Penguins home game at PPG Paints Arena on 3/30/23 (ARV of Game prize is \$900). Total ARV of all prizes: \$3,910.00. For more information, click here for [official rules](#). Sponsor: Mario Lemieux Foundation, Two Chatham Center, Suite 1661, 112 Washington Place, Pittsburgh, PA 15219.