

## **OFFICIAL RULES FOR PHILADELPHIA FLYERS THEME NIGHT**

**1. NO PURCHASE NECESSARY TO ENTER OR WIN.** The Philadelphia Flyers Theme Night Promotion (the “Promotion”) is a random-draw sweepstakes open to legal residents of Pennsylvania, Delaware and New Jersey, who are 18 years of age or older as of the date of entry. All federal, state and local laws apply. Void where prohibited. The Promotion begins at 2:00 p.m. Eastern Time (“ET”) on September 16, 2021 and ends at 5:00 p.m. ET on September 16, 2021 (the “Promotion Period”). The Promotion is sponsored by Philadelphia Flyers, L.P., 3601 S. Broad Street, Philadelphia, PA, 19148 (“Sponsor”).

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER.

**2. AGREEMENT TO THE OFFICIAL RULES:** By participating in the Promotion, each entrant (“Entrant”) fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the Promotion. Winning any prize is contingent upon fulfilling all requirements set forth in these Official Rules.

**3. TO ENTER:** During the Promotion Period, you may enter the Promotion by retweeting the video posted on @NHLFlyers and including the hashtag #FlyersMarvel. One entry per person.

Twitter does not require any payment or purchase in order to create an account. Entries generated by script, macro or other automated or mechanical means or by any means which subvert the entry process will be void. Sponsor is not responsible for lost, late, incomplete, incorrect, damaged, or misdirected entries or prize claims. Sponsor is further not responsible for problems of any kind related to the Promotion, whether mechanical, electronic, or human. Employees, officers, directors of Sponsor and the National Hockey League and its member teams and their respective agents and affiliates, related parties and immediate family members are not eligible to enter or win.

**4. SELECTION:** At the end of the Promotion Period, one potential winner will be randomly selected from all eligible entries received, by an authorized representative of Sponsor. The odds of being a winner are dependent upon the number of eligible entries received during the Promotion Period.

**5. PRIZE(S):** One prize will be awarded. The prize consists of two (2) tickets for the Philadelphia Flyers game taking place at the Wells Fargo Center, Philadelphia, PA on March 5, 2021 (Approximate Retail Value of the prize: \$175.00). All prize(s) will be awarded. No substitution or transfer of prize(s), except at the sole discretion of Sponsor if an advertised prize becomes unavailable. All taxes related to any prize are the responsibility of the winner of such prize. If required, Sponsor will issue a form 1099 MISC to the winner(s).

Prior to being confirmed as a winner, an eligible winner may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within ten (10) days of prize notification. If any eligible winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any eligible winner fails to return his/her winner documents within the time set forth above or otherwise rejects his/her prize, or in the event of noncompliance with these Official Rules, the eligible winner will forfeit the prize and an alternate eligible winner may be selected from all remaining eligible entries, time permitting. Upon prize forfeiture, no compensation will be given. The potential winner must continue to comply with these Official Rules, and winning is contingent upon fulfilling all requirements. Limit one prize per person per household. The potential winner will be informed by September 20, 2021.

Except where prohibited by law, acceptance of the prize constitutes permission for Sponsor to use a winner's name, hometown, likeness, statements, and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional prize, incentive, consideration, consent or review; and upon request, each winner will provide written consent to such use.

**6. CONDITIONS:** By entering, each Entrant agree to be bound by the Official Rules, and release Sponsor, Twitter and the National Hockey League and its member teams and their respective parent companies, subsidiaries and affiliates, and each of their respective officers, directors, employees and agents ("**Released Parties**") from any and all liability, loss, or damage arising out of the Entrant's participation in the Promotion and/or with respect to the awarding, receipt, possession, use and/or misuse of any prize.

In the event of a dispute over the identity of an Entrant, online entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry and/or used for the entry actions. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address or social media account. A potential winner may be asked to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address or social media account associated with a winning entry.

If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion, with or without notice, at any time. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor's computer will be the official timekeeper for all matters related to this Promotion.

In the event there is a discrepancy or inconsistency between statements contained in any Promotion materials or made by Sponsor and the terms and conditions of these Official Rules, these Official Rules shall control. The unenforceability of any provision of these Official Rules shall not affect the enforceability of any other provision. Sponsor reserves the right to correct any and all printing, typographical or mechanical errors.

**7. DISPUTES:** Each Entrant agrees that (a) all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court in Pennsylvania; (b) all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS 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, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed under, the laws of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of Pennsylvania law or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Pennsylvania law

**8. PERSONAL INFORMATION:** Information collected from each Entrant is subject to Sponsor's Privacy Policy which can be found at <https://www.nhl.com/flyers/team/privacy-policy>. By entering this Promotion, you agree to the use of your personal information as described in the above Privacy Policy.

**9. WINNERS LIST:** For the name(s) of the winner(s) (available after September 27, 2021), send a self-addressed envelope, along with your request, to: Philadelphia Flyers c/o Marketing, 3601 South Broad Street, Philadelphia, PA 19148 to be received prior to December 31, 2021.