Willie O’ Ree Kids Club Photo Contest

12/31 - 01/12

Official Rules

1. General: By participating in this contest, sponsored by the Boston Professional Hockey Association, Inc. (“the Sponsor”), the participant acknowledges and agrees to all these Official Rules. Void where prohibited. The contest begins on Friday, December 31, 2021, at 8:00 a.m. and ends Tuesday, January 12, 2022 at 8:00 p.m. All times in this contest refer to Eastern Time. By participating, entrants agree to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are at its sole discretion and are binding and final. Failure to comply with these rules will result in disqualification from this contest.

2. Eligibility: The contest is open only to a parent or legal guardian of a legal U.S. residents of MA, CT, NH, RI, VT and ME. Entrants must be Bruins Academy Kids Club Members, which is free for anyone to join. Employees of Sponsor and Delaware North Companies, Inc.-Boston (“DNCB”), and their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents, employees, advertising and promotion agencies and members of their immediate families (spouses, parents, children, and siblings and their spouses) of each of the foregoing are not eligible to win a prize but may participate.

3. How to Enter and determination of winners: There is no purchase necessary to enter. In order to win, one must submit a photo and answer the following prompt: Willie has made a lasting impact and continued to push forward in his efforts to change the game of hockey. To enter, Kids Club members must submit a photo of themself and their hero or someone who inspires them along with a brief explanation about why that person is their hero/inspiration. The contest runs through January 12, 2022. Existing Kids Club members enter by the entry form and select the check box at the bottom of the form verifying his/her membership. Nonmembers must click on the link to the Kids Club page to become a member, before entering the contest. Kids Club entrants can choose to leave the Kids Club at any time by following the instructions set forth in the Kids Club rules at Bostonbruins.com/kidsclub. The Sponsor randomly selects TWO winners from all the completed entries.

4. Prize: Two (2) winners will be selected each will get a pair of two (2) tickets to the Bruins vs. Hurricanes game on January 18th, 2022. The winners will be notified by a member of the Boston Bruins staff via email or phone between January 12th - January 14th. The prize cannot be exchanged for cash and there are no substitutions. Transfer of any prize is prohibited. All taxes and all other expenses, costs or fees, including parking and transportation, associated with the acceptance and/or use of a prize are the sole responsibility of the winner. The Sponsor reserves the right to substitute a similar prize of equal or greater value at its sole discretion. THE PRIZE IS NOT FOR RESALE BY WINNERS. Any resale of the prize will be subject to cancellation of the tickets and forfeit of the prize without any substitutions.

5. Disclaimer and indemnity: By entering the Contest, the winner assume all liability for any liability, injury or damages caused or claimed to be caused by, arising out of or in connection with his or her participation in the Contest, submission of the participant’s entry photo and/or the acceptance and/or use of any prize, and hereby releases, indemnifies and holds harmless the Sponsor, Twitter, Instagram, DNCB, the NHL, NHL member clubs and their respective parent companies, subsidiaries, affiliates, officers, directors, agents, and employees, from any and all such liability, including personal injury or breach of any person’s intellectual property, privacy or publicity rights. None of the Sponsor, DNCB and their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents and employees of any of the foregoing, are responsible for technical, hardware, software, or telephone
malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this contest or by any human error which may occur in the processing of the entries in this contest. Entry constitutes permission (except where prohibited by law) to use winner's name, city, state, likeness and/or voice for purposes of advertising, promotion and publicity without additional compensation.

6. Internet: If for any reason, the contest is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the game or contest, the Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the contest, and/or cancel, terminate, modify or suspend the contest. The Sponsor, DNCB and their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents and employees of any of the foregoing (i) assume 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 alternation of, entries, (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any email to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in these contest. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address, as determined by Sponsor in its sole discretion.

7. DISPUTES/CHOICE OF LAW: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Boston, Massachusetts, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Massachusetts law, without reference to Massachusetts' choice of law rules, governs the contest and all aspects related thereto.

8. PRIVACY: The information entrants provide to Sponsor will be maintained and used in accordance with Sponsor's Privacy Policy and these Rules.

9. PUBLICITY CONSENT: By submitting an Photo or accepting a prize, where permitted by law, each entrant grants to Sponsor (and agrees to confirm that grant in writing) and those acting pursuant to the authority of Sponsor the irrevocable right without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, in perpetuity and throughout the universe, his/her Photo, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.