

# NESN's 7th Player Award Sweepstakes (the "Sweepstakes") Official Rules - 2025

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.  
ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION, AND  
PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

By participating in the Sweepstakes, you agree to abide by these official rules (these "**Rules**"), which are a contract, so read them carefully before participating. This contract includes indemnities to the Released Parties (defined below) from you and a limitation of your rights and remedies, as well as your agreement that all disputes relating to the Sweepstakes will be resolved solely by binding arbitration.

## **PLAYER AWARD**

As set forth in the Official Fan Vote rules at [www.nesn.com](http://www.nesn.com) (the "**Fan Vote Rules**"), fans will have the opportunity to vote for the Player (defined below) that they want to win NESN's 7th Player Award, which includes a \$5,000 donation by NESN to the charity of the winning Player's choice (collectively, the "**Player Award**"). A description of the Player Award and biographies of each Bruins player that is eligible for the Player Award (each, a "**Player**") are posted on the Site (described below) or otherwise available by written request with a self-addressed, stamped envelope mailed to: NESN's 7th Player Award Fan Vote, 480 Arsenal Way, Watertown, MA 02472. All Eligible Persons (defined below) that cast a vote in accordance with these Rules and the Official Fan Vote Rules will be entered into a sweepstakes for a chance to win up to \$25,000 towards windows, siding, roofing or a deck installed at their home as described below. New England Sports Network Limited Partnership ("**NESN**") is the sponsor and administrator of the Sweepstakes and is responsible for the fulfillment of the Player Award. Marios Roofing Inc. ("**Mario's Roofing**") is responsible for the fulfillment of the Sweepstakes Prize described below.

As set forth in the Fan Vote Rules, the Player that garners the most votes by the conclusion of the Online Entry Period and the Mail-in Entry Period (each defined below) will win the Player Award. The winner of the Player Award will be announced by NESN and presented with the Player Award during a 2025 regular season Bruins game broadcast by NESN on any of its channels to be determined by NESN (the "**Game**").

## **ELIGIBILITY**

The Sweepstakes is open to all legal residents of Massachusetts or Rhode Island (the "**Territory**"), who own their own home located in the Territory, and are 21 years of age or older. Employees, officers and managers/directors of NESN, Boston Professional Hockey Association d/b/a Boston Bruins (the "**Bruins**"), Mario's Roofing and each of their respective Affiliates (defined below), as well as any of their respective sponsors, advertising and promotion agencies (including their immediate family members, regardless of where they reside, or those living in the same household, whether or not related) are not eligible to enter the Sweepstakes or to redeem the Prize (defined below). "**Affiliate**" means, with respect to a party, any individual or entity controlled by, controlling or under common control with, such party. The term "**control**" shall mean, with respect to any entity, the ability to vote fifty percent (50%) or more of the voting securities or other comparable equity interests in such entity or to otherwise influence and direct the policies and management of such entity. Each person that is eligible to participate in the Sweepstakes in accordance with this paragraph shall be referred to as an "**Eligible Person**."

## **HOW TO VOTE AND ENTER TO WIN**

1. Online Entry: Visit [NESN.com/7thplayer](http://NESN.com/7thplayer) (the "**Site**") to find the 7th Player Award voting/entry section. Enter the information requested and choose from the list of eligible players on the Site your choice for the 2025 Boston Bruins 7th Player Award. Click "submit" to vote and be entered

into the Sweepstakes (an **“Online Entry”**). To be eligible, Online Entries must be received between 9:00 AM Eastern Time (**“ET”**) on Friday, February 27, 2025 and 11:59 PM ET, on Friday, March 28, 2025 (the **“Online Entry Period”**). Use of the Site is governed by NESN’s website Terms of Use and Privacy Policy available at: <https://nesn.com/terms-of-use/> and <https://nesn.com/privacy-policy/>, respectively.

or:

2. **Mail-in Entry:** Hand-write your name, address, and phone number, TV provider, and choice for the 2025 Boston Bruins 7<sup>th</sup> Player Award on a 3” x 5” card and mail it in a stamped envelope addressed to (a **“Mail-in Entry”**): NESN’s 7<sup>th</sup> Player Award Sweepstakes, 480 Arsenal Way, Watertown, MA 02472. To be eligible, Mail-in Entries must be postmarked between Friday, February 27, 2025 and Friday, March 28, 2025 and received by Monday, March 31, 2025 (**“Mail-in Entry Period”**). Each Online Entry and Mail-in Entry shall be referred to as a **“Sweepstakes Entry.”**

Limit one (1) vote per e-mail address (with respect to Online Entries) or phone number (with respect to Mail-in Entries) per day during the Online Entry Period or Mail-in Entry Period, as the case may be. For purposes of the foregoing, “day” means 12:00 a.m. ET through 11:59 p.m. ET. NESN’s computer will be the official clock of the Player Award vote. Additional votes beyond the specified limit will be void and not counted in the final vote tally. Votes generated by scripts, macro or other automated means or with the intent to affect the integrity of the Player Award voting are void. In the event of a tie in the votes, a panel of judges selected by NESN will cast the tie-breaking vote. All decisions by NESN regarding the selection of the Player Award winner shall be final. NESN is not responsible for lost, misdirected, illegible, damaged, postage due or undelivered Sweepstakes Entries. Sweepstakes Entry materials/data that have been tampered with or altered, mass Sweepstakes Entries or Sweepstakes Entries generated by scripts, macro or other automated means or with the intent to affect the integrity of the Sweepstakes are void.

### **SWEEPSTAKES DRAWING**

One (1) winner will be selected in a random drawing following the conclusion of the Mail-in Entry Period from among all eligible Sweepstakes Entries received by NESN (the **“Drawing”**). After confirming such winner’s eligibility under, and agreement to abide by, these Rules, NESN will confirm such winner’s status as the **“Winner.”** The Winner may be required to submit his or her valid social security number or other identification and proof of home ownership to NESN to confirm eligibility. NESN’s decisions regarding the Sweepstakes and the selection of the Winner are final. For the avoidance of doubt, and individual must own a home within the Territory to be declared the Winner.

### **SWEEPSTAKES PRIZE**

Up to \$25,000 to Mario’s Roofing, which may be applied only towards the following service options: roofing, siding, windows or a deck (each a **“Service”** and collectively, the **“Services”**) in accordance with these Rules (the **“Prize”**). The Winner is responsible for selecting the Service(s) the Prize will be applied towards and shall be solely responsible for any and all costs or expenses in excess of \$25,000. The Prize will be fulfilled and installed by Mario’s Roofing at the Winner’s home. Any unused value of the Prize has no cash value. The Winner is fully responsible for any and all applicable federal, state, territory, provincial and local taxes (including income and withholding taxes) incurred in connection with the Winner’s redemption of the Prize. All costs and expenses associated with Prize acceptance and use not specified herein as being provided, including lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winner. The Prize is non-transferable and non-assignable, with no substitutions for any other item. Winner must present a valid government-issued ID (i.e., driver’s license, passport, or social security card) at the time of delivery. If, for any reason, the selected winner is ineligible, unable or unwilling to accept delivery of the Prize, Sponsor reserves the right to randomly select a subsequent potential winner. NESN reserves the right to substitute the Prize with a prize of comparable or greater value at its sole and absolute discretion.

### **PRIZE WINNER NOTIFICATION**

The Winner will be notified by e-mail or phone call (using the e-mail address and/or phone number provided on the Winner's Sweepstakes Entry) promptly following the Drawing, and given instructions on how to claim the Prize ("**Winner Notification**"). The Winner will be required to execute, have notarized and return an affidavit of eligibility and release of liability provided by NESN (the "**Affidavit**") within two (2) days of notification in order to claim his or her Prize. Failure to timely provide any identification or return any documentation required by NESN may result in disqualification and Prize forfeiture. Mario's Roofing will issue an IRS 1099 tax form to the Winner for the value of the Prize. If, for any reason, the Winner is (i) not an Eligible Person or NESN is unable to timely confirm the Winner's eligibility in accordance with these Rules, (ii) unable or unwilling to timely return all identification and documentation required by NESN in order to claim the Prize (including the Affidavit), or (iii) unwilling or unable to accept delivery of the Prize, then NESN reserves the right to select or not select an alternate winner.

### **SUBJECT TO TAX REGULATIONS**

The Prize is subject to all applicable U.S. federal, state and local tax regulations, including applicable IRS reporting and withholding requirements, as well as the applicable tax laws of any foreign jurisdiction. Taxes on the Prize are the sole responsibility of the Winner, and the value of the Prize may be deemed ordinary income to the Winner by the IRS. The Winner should consult his or her personal tax advisor regarding redemption of the Prize. NESN may require the Winner to complete and submit certain documentation required under U.S. federal, state or local tax regulations and to provide his or her social security number or other identification as a condition of redeeming the Prize. In addition, NESN may require the Winner to sign and deliver a waiver of liability and publicity release (where not prohibited by law) and other documentation prior to delivering the Prize. Failure to timely complete, sign and return any such documentation, noncompliance with these Rules or NESN's inability (after the exercise of reasonable efforts) to deliver the claimed Prize or Winner Notification, as the case may be, may result in disqualification and Prize forfeiture. Upon Prize forfeiture for any reason under these Rules, no compensation will be given.

### **WAIVER OF LIABILITY/PUBLICITY RELEASE**

Sweepstakes participants ("**Participants**") may not take actions that are negligent, injurious or reckless in connection with the Sweepstakes, the Player Award voting or the redemption of the Prize. Participants who do not follow this rule or who otherwise participate in the Sweepstakes or the Player Award vote in an unsportsmanlike manner will be barred from participation in both and the redemption of the Prize. Participants are solely responsible for any injuries or other damages that are caused from their behavior.

By participating in the Sweepstakes and the Player Award vote, each Participant agrees to (i) comply with these Rules and the decisions of NESN, which are binding and final, and (ii) to the extent permitted by law, waive and fully, completely and forever release and discharge NESN, the Bruins, Mario's Roofing, Apple, Inc., Facebook, Inc., Twitter, Inc., Instagram, Inc. and each of their respective sponsors, and each of their respective Affiliates, officers, directors/managers, employees, agents, representatives, sponsors and advertising and promotion agencies (collectively, "**Released Parties**"), for any injury, damage or loss that may occur (including attorney's fees), directly or indirectly, in whole or in part, from the participation in the Sweepstakes, the Player Award vote or from the receipt or use or misuse of the Prize or any travel or activity related to the receipt or use of the Prize. By participating in the Sweepstakes, each Participant gives his or her express permission to be contacted by NESN by telephone, e-mail or postal mail for Sweepstakes and Player Award administration purposes. The Winner, by acceptance of the Prize, grants to NESN, Mario's Roofing and their respective affiliated parties the perpetual right to publicize, publish, use, reproduce, broadcast or otherwise transmit, distribute, create derivative works of, publicly perform or display the Winner's name, address (city and state of residence), photograph, voice, statements or other likeness and Prize information for advertising, promotional, trade or any other purpose in any media or format now known or

hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

## **DISCLAIMERS**

Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled Sweepstakes Entries, transmissions, e-mail or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed e-mail notifications; printing, typographical or other errors appearing within these Rules, in any Sweepstakes-related or Player Award-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes or the Player Award, including errors or difficulties which may occur in connection with the administration of the Sweepstakes or the Player Award, the processing of Sweepstakes Entries, the announcement of the Prize or in any Sweepstakes-related or Player Award-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, tampering, hacking, or by any equipment or programming associated with or used in the Sweepstakes or the Player Award vote. Released Parties are not responsible for injury or damage to Participants' or to any other person's computer or wireless device related to or resulting from participating in the Sweepstakes, the Player Award vote or downloading materials from any e-mail, application or website associated with the Sweepstakes or the Player Award. Persons who tamper with or abuse any aspect of the Sweepstakes or Player Award vote or attempt to undermine the legitimate operation of the Sweepstakes or the Player Award vote by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any Participant or any representative of NESN or who are in violation of these Rules, as solely determined by NESN, will be disqualified and all associated Prize claims will be void. Any attempt to deliberately damage the content or operation of the Sweepstakes or the Player Award vote is unlawful and subject to legal action by NESN or its agents. NESN shall have the sole right to disqualify any Participant for violation of these Rules or any applicable laws relating to the Sweepstakes or the Player Award vote, and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof), and (b) disclaim any implied warranty. NESN's failure to enforce any term of these Rules shall not constitute a waiver of such term.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE SWEEPSTAKES OR THE PLAYER AWARD VOTE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, NESN WILL DISQUALIFY ANY PARTICIPANT RESPONSIBLE FOR THE ATTEMPT, AND THE SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Sweepstakes Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the qualification of any Sweepstakes Entry (and, consequently, any Winner resulting therefrom) based on competing claims as to the true identity of the Participant identified in such Sweepstakes Entry will be declared made by the Authorized Account Holder of the email address (with respect to Online Entries) or the phone number (with respect to Mail-in Entries) submitted at the time of entry, as the case may be, provided the Authorized Account Holder is eligible to participate in this Sweepstakes at such time in accordance with these Rules. The **"Authorized Account Holder"** is (i) in the case of Online Entries, the natural person to whom the applicable Internet service provider or other organization

(such as a business or educational institution) has assigned the email address for the domain associated with the submitted email address, and (ii) in the case of Mail-in Entries, the natural person to whom the applicable telephone or cellular service provider or other organization (such as a business or educational institution) has assigned the phone number submitted in the Mail-in Entry.

#### **DISPUTE RESOLUTION**

As a condition to participating in the Sweepstakes, each Participant agrees that any and all disputes, claims, controversies or causes of action arising out of or relating to the Sweepstakes, the Player Award vote, or any Prize awarded (each, a “**Claim**”), shall be (i) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (ii) settled by binding arbitration in Suffolk County, Massachusetts before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

#### **LIMITATION OF LIABILITY**

**BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (I) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (II) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND EACH PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (C) PARTICIPANT’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.**

#### **GENERAL TERMS**

These Rules shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts entered into and performed exclusively in the Commonwealth of Massachusetts, without regard to its principles of conflicts of law. The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. All participants in the Sweepstakes agree to waive any rights to claim ambiguity of these Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related or Player Award-related materials, privacy policy or terms of use on an applicable website, these Rules shall prevail, govern and control and the discrepancy will be resolved in NESN’s sole and absolute discretion.

NESN reserves the right, in its sole discretion, to (a) cancel or suspend the Sweepstakes (or any portion thereof, including the Player Award vote) should unauthorized human intervention or other causes corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof, including the Player Award vote), and (b) modify these Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes or the Player Award. In the event that the Sweepstakes or Player Award vote is challenged by any legal or regulatory authority, NESN reserves the right to discontinue or modify the Sweepstakes and/or Player Award vote, or to disqualify Participants residing in the affected

geographic areas. In such event, the Released Parties shall have no liability to any Participant who is disqualified due to such an action.

NESN may collect personal data about Participants and use such data in accordance with NESN's Privacy Policy and as set forth in these Rules. By participating in the Sweepstakes, each Participant acknowledges that he/she (i) has read and accepts NESN's Privacy Policy and (ii) agrees to the collection and use of his/her personal information by NESN in accordance with the Privacy Policy and as set forth in these Rules.

The headings to these Rules are for convenience only, and are to be of no force or effect in construing or interpreting any of the provisions of these Rules. Unless the context of these Rules clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to any gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "include", "includes" and "including" are not limiting and has the inclusive meaning frequently identified with the phrase "including, but not limited to," or "including, without limitation," and (e) "hereunder," "herein," "hereto" and "hereof" relate to these Rules.

#### **WINNER LIST**

To obtain the name of the winner, mail a stamped, self-addressed envelope (to arrive by June 30, 2025) to: NESN's 7<sup>th</sup> Player Award Sweepstakes Winner, 480 Arsenal Way, Watertown, MA 02472.

#### **PRIVACY POLICY**

Any questions regarding privacy matters should be directed to the address set out below. Please refer to NESN's privacy policy on [www.nesn.com](http://www.nesn.com) for important information regarding the collection, use and disclosure of personal information by NESN.

#### **FORCE MAJEURE**

Without limiting any other provision in these Rules, in the event that any Released Party's operations or activities are affected by circumstances out of their control, as determined by NESN in its sole discretion, including by reason of any acts of God, any action, regulation, action, order or request by any governmental or quasi- governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, pandemic or public health crisis (e.g., COVID-19 outbreak), explosion, hurricane, tornado or similar severe weather, embargo, work stoppage or strike (whether legal or illegal), civil disturbance, insurrection, riot, or any other similar cause, whether or not specifically mentioned above, NESN shall have the right to modify, suspend, or terminate the Player Award voting or the Sweepstakes (or any portion thereof), and no Released Party shall be responsible or liable to any Participant or Winner, or any person claiming through a Participant or Winner, for failure to conduct the Player Award or Sweepstakes, or to supply the Prize or any part thereof.

**SWEEPSTAKES SPONSOR:** New England Sports Network Limited Partnership, 480 Arsenal Way, Watertown, MA 02472