

**NESN's 7th Player Award  
(the "Fan Vote")  
Official Voting Rules - 2025**

**NO PURCHASE NECESSARY TO ENTER. 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 Fan Vote, 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 Fan Vote will be resolved solely by binding arbitration.

**ELIGIBILITY AND HOW TO VOTE**

The Fan Vote is open to all legal residents of Connecticut (excluding Fairfield County), Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont that are 18 years of age or older. 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 7<sup>th</sup> Player Award Vote, 480 Arsenal Way, Watertown, MA 02472. Residents of Vermont with a return address in Vermont may omit the return postage on their request.

Fans may vote by visiting NESN.com/7thplayer (the "**Site**"), entering the information requested, and choosing from the list of eligible players on the Site their choice for the 2025 Boston Bruins 7<sup>th</sup> Player Award and clicking "submit" ("**Online Vote**"). Alternatively, fans may hand-write their 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 NESN's 7<sup>th</sup> Player Award Fan Vote, 480 Arsenal Way, Watertown, MA 02472 ("**Mail-In Vote**").

**NO PRIZES**

No prizes will be awarded to voters under these Rules. Subject to the eligibility requirements set forth therein, certain voters may be eligible to participate in the NESN 7<sup>th</sup> Player Award Sweepstakes as set forth in the official rules at [www.nesn.com](http://www.nesn.com).

**VOTING PROCESS**

Limit one (1) vote per e-mail address (with respect to Online Votes) or phone number (with respect to Mail-in Votes) per day beginning on February 27, 2025 and concluding on March 28, 2025, as the case may be.

NESN's computer will be the official clock of the Fan 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 Fan Vote 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.

### **VOTING RESULTS**

The Player that garners the most votes by the conclusion of the entry period on March 28, 2025 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**”).

### **DISCLAIMERS**

By participating in the Fan 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, 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 Fan Vote. By participating in the Fan Vote, each participant gives his or her express permission to be contacted by NESN by telephone, e-mail or postal mail for Fan Vote administration purposes.

Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled votes, 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 Fan Vote-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 Fan Vote, including errors or difficulties which may occur in connection with the administration of the Fan Vote, or in any Fan Vote-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 Fan 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 Fan Vote or downloading materials from any e-mail, application or website associated with the Fan Vote. Persons who tamper with or abuse any aspect of the Fan Vote or attempt to undermine the legitimate operation of the Fan 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 their votes will be void. Any attempt to deliberately damage the content or operation of the Fan 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 Fan Vote, and to resolve all disputes in its sole discretion. 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 FAN 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 NESN 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.**

#### **DISPUTE RESOLUTION**

As a condition to participating in the Fan Vote, each participant agrees that any and all disputes, claims, controversies or causes of action arising out of or relating to the Fan Vote (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 FAN VOTE, 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 Fan Vote 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 Fan Vote-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 Fan Vote should unauthorized human intervention or other causes corrupt the administration, security, fairness, integrity or proper operation of the Fan Vote, and (b) modify these Rules for clarification purposes without materially affecting the terms and conditions of the Fan Vote. In the event that the Fan Vote is challenged by any legal or regulatory authority, NESN reserves the right to discontinue or modify the Fan 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 Fan Vote, 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.

#### **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.