## WIN TICKETS TO A GAME AT TD GARDEN

## **OFFICIAL SWEEPSTAKES RULES**

- •NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.
- •VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.
- •BY ENTERING THIS SWEEPSTAKES, THE ENTRANT AGREES TO THESE OFFICIAL SWEEPSTAKES RULES AS A BINDING CONTRACT.
- •THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, INC. ("INSTAGRAM") OR FACEBOOK, INC. ("FACEBOOK"). BY ENTERING THIS SWEEPSTAKES, YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM OR FACEBOOK.
- 1. <u>Sweepstakes Description:</u> The following terms and conditions shall apply to that certain sweepstakes known as the "WIN TICKETS TO A GAME AT TD GARDEN" (the "Sweepstakes"). The Sweepstakes is sponsored and administered by D'Oro Foods, Inc. d/b/a Dom's (the "Sponsor").
- 2. <u>Sweepstakes Period</u>: The "Sweepstakes Period" shall mean the period beginning at 09:30AM EST on Thursday, January 23rd, 2025, and ending at 08:00PM EST on Tuesday, February 11th, 2025.
- 3. <u>Rules</u>: These Official Sweepstakes Rules comprise the entire set of Official Rules governing the Sweepstakes.
- 4. <u>Eligibility</u>: Sweepstakes is open only to individuals who are legal residents of Maine, Massachusetts, New Hampshire, Rhode Island, and Connecticut who have attained the age of majority in their jurisdiction of residence as of the date of entry into the Sweepstakes. Employees of Sponsor, Kure Creative, TD Garden, Delaware North Companies, Inc- Boston and each of their respective affiliates, officers, directors, employees, agents, advertising, public relations and promotion agencies, the judges, and members of each of their immediate families (i.e. spouses, parents, children and siblings, and their respective spouses) and those living in the same household of each are not eligible to enter.
- 5. <u>How to Enter</u>: In order to be entered into the Sweepstakes, an eligible entrant ("Entrant") must, during the Sweepstakes Period, enter the Sweepstakes in one of the following manners:
  - a. On Instagram, Entrants must do all 3 of the following: (1) follow our Instagram account @domssausageco; (2) like our post promoting the sweepstakes; and (3) tag three friends in the comments to such post. To qualify, Entries must be received during the Sweepstakes Period. Any Entries received thereafter shall be null and void, and ineligible for the Sweepstakes. DOM'S is not responsible for late, incomplete, or misdirected entries, nor are they obligated to publicly announce the Sweepstakes results.
  - b. Alternate Entry: Please email your Full name, phone number, and email to <a href="info@domsausage.com">info@domsausage.com</a> with a subject line, "WIN TICKETS TO A GAME AT TD GARDEN." To qualify, Entries must be received during the Sweepstakes Period. Any Entries received thereafter shall be null and void, and ineligible for the Sweepstakes. DOM'S is not responsible for late, incomplete, or misdirected entries, nor are they obligated to publicly announce the Sweepstakes results.

<u>Limit</u>: One (1) entry per person during the Sweepstakes Period, regardless of the method of Entry. If an Entrant completes multiple entries only the first entry will be considered.

By entering into the manner described above, Entrants consent (a) to being contacted by DOM'S and its respective affiliates; and (b) to be bound by, and comply with, all the terms and conditions set forth in these Official Sweepstakes Rules.

6. Prizes and Odds: Odds of winning depend on the number of eligible entries received.

Prize	No. of Winners	Prize Description	Retail Value
Grand Prize	1	2 tickets to a regular season game at TD Garden in the 2024-25 season, 2 limited edition Dom's T-shirts, and a 5LB bag of Dom's Original Steak	\$1,200
Total Retail Value of All prizes			\$1,200

- \* Game and seat location is determined solely by Sponsor. Prize is limited to those items specifically mentioned in the prize description. The winner is responsible for all other costs associated with the prize, including but not limited to parking, transportation, concessions, and accommodations. Tickets and passes are subject to all TD Garden rules and regulations.
- 7. Selection of Winner: Winner will be randomly selected from all eligible Entries received during the Sweepstakes Period. Judges' decisions are final on all matters relating to this Sweepstakes. Potential Winner(s) will be contacted by Instagram messaging and/or email on Friday, February 14th. If winner(s) cannot be contacted, alternate winner(s) will be selected by Sponsor at random, time permitting.
- 8. <u>Winner List</u>: To obtain the name of the winner, send a self-addressed, stamped envelope to the Sponsor at the address listed below. Requests must be received within two (2) weeks of the close of the Sweepstakes Period and must include the name of the Sweepstakes.
- 9. <u>Questions</u>: If you have any questions regarding this Sweepstakes, send an email to <a href="mailto:lnfo@domsausage.com">lnfo@domsausage.com</a> with the phrase "WIN TICKETS TO A GAME AT TD GARDEN" written in the subject line of the email.
- 10. Sponsor: D'Oro Foods, Inc., d/b/a Dom's Sausage, 10 Riverside Park, Malden, MA 02148 ("DOM'S")
- 11. <u>Prize Conditions, Terms and Restrictions</u>: Only the Prize described in these Official Sweepstakes Rules shall be awarded and no substitutions, cash equivalents and/or redemptions shall be made, except that, in the event of Prize unavailability, DOM'S reserves the right to substitute the Prize with

- another prize of equal or greater value, in DOM'S sole discretion. The Prize cannot be transferred, assigned, or redeemed for cash. Unless otherwise set forth herein.
- 12. Except where prohibited by law, Prize acceptance constitutes a release granting DOM'S and DOM'S the right to use each Winner's names, likenesses, statements (if true), biographical information, voices, and cities and states of residence for advertising, marketing and publicity purposes on a worldwide basis (without review by the Winner) and in all forms of media, without compensation, remuneration, or other authorization. DOM'S expressly disclaims any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. DOM'S makes no representations or warranties in connection with the Prize. Restrictions, conditions and limitations apply.
- 13. Posting Terms and License to Use Entrant Personal Information: In order to promote, market and publicize the Sweepstakes, DOM'S and its respective affiliates may require a license to use any and all information, materials and content submitted in the Sweepstakes including, but not limited to, each Entrant's name (and likeness), biographical information, and any other personal information submitted. Accordingly, by submitting an Entry, each Entrant expressly grants to DOM'S a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, however DOM'S may deem fit in its sole and absolute discretion, whether in connection with the Sweepstakes or otherwise, all content submitted in connection with an Entry.
- 14. <a href="Sweepstakes">Sweepstakes</a> is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Sweepstakes or in these Official Sweepstakes Rules. Any violation of these Official Sweepstakes Rules may result in disqualification and any violation of these Official Sweepstakes Rules by any Winner will result in such Winner's disqualification as a Winner and all privileges as a Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS DOM'S, TD GARDEN, DNCB, the BOSTON PROFESSIONAL HOCKEY ASSOCIATION AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY OR PARTICIPATION IN THE SWEEPSTAKES.
- 15. <u>Limitations of Liability</u>: DOM'S shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. DOM'S may prohibit an Entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Entrants or DOM'S representatives or employees. If, for any reason, the Sweepstakes is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of DOM'S which, in the sole opinion of DOM'S, corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, then DOM'S reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and select the Winners based on entries received prior to the action taken.

- 16. Claims/Choice of Law: (a) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (b) under no circumstances will Entrant be permitted to seek the award of, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of Entrants and/or DOM'S in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard for conflicts of law doctrine, and all proceedings shall take place in the Commonwealth of Massachusetts. All Entrants agree to submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Sweepstakes or Official Sweepstakes Rules.
- 17. <u>Privacy</u>: The information Entrants provide to Sponsor will be maintained and used in accordance with Sponsor's Privacy Policy and these Rules located at https://domsausage.com/pages/privacy-policy.

By entering the Sweepstakes and accepting a prize, the Entrant and 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 Sweepstakes, submission of the participant's Entry and/or the acceptance and/or use of any prize, and hereby releases, indemnifies and holds harmless Sponsor, DNCB, the NHL, NHL member clubs, TD Bank, NESN, 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 Sponsor, DNCB, TD Bank, NESN, or 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 Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes.