

## TD BANK "BOSTON BRUINS® CENTENNIAL LAPEL PIN GIVEAWAY" – OFFICIAL RULES

**NO PURCHASE OR TRANSACTION NECESSARY. VOID WHERE PROHIBITED BY LAW. THIS IS A GIVEAWAY PROMOTION WITH NO ENTRY REQUIRED. PRIZE AVAILABILITY ONLY WHILE SUPPLIES LAST.**

Sponsored by TD Bank, N.A. ("Sponsor"), 1701 Route 70 East, Cherry Hill, NJ 08034.

**1. Eligibility.** The *Boston Bruins Centennial Lapel Pin Giveaway* (the "**Promotion**") is open only to legal residents of the United States who are at least 18 years of age. Promotion not offered outside of Maine, Massachusetts, New Hampshire, and Vermont at the Promotion Locations specified in these Official Rules. Participants need not be current customers of Sponsor. Sponsor's decisions on eligibility and Sponsor's interpretation of these Official Rules will be final and binding in all respects.

**2. How to Participate.** Visit any TD Bank Store in Maine, Massachusetts, New Hampshire or Vermont (see listing of participating TD Bank Stores)(the "Promotion Locations") during regular business hours between March 11<sup>th</sup>, 2024 and March 24<sup>th</sup> 2024 (the "Promotion Period") and ask a TD Bank representative to receive a free Boston Bruins Centennial Lapel Pin *while supplies last*. Limit one (1) per person while supplies last. No purchase, deposit, transaction, or payment required. By participating in the Promotion, each participant unconditionally accepts and agrees to be bound by these rules (the "**Official Rules**"), including all waivers, releases, indemnities, and limitation of rights contained in these Official Rules and any required prize claim documents.

**3. Prize and Value.** Prizes will be available only while supplies last. A total of Eighty Thousand (80,000) Boston Bruins Centennial Lapel Pins will be available during the Promotion Period, distributed among all of the Promotion Locations. Approximately 250 pins will be made available at each of the Promotion Locations during the Promotion Period to be distributed free *while supplies last*. Once the supply of pins has been exhausted at a Promotion Location, no additional prizes will be available at that location. Approximate retail value ("ARV") of each pin is \$10.00. No cash redemptions or substitutions except at Sponsor's sole discretion. Prize details at Sponsor's discretion. All costs, expenses, charges, and fees associated with participation in the Promotion or use of the prize and other costs that are not explicitly included in the prize award are the sole responsibility of winner. Taxes on prize value are the responsibility of the winner. Prize awarded "AS IS," without warranty of any kind, express or implied.

**4. Prize Claiming; Odds.** This is a giveaway promotion. There is no entry required and no formal winner selection process. Pins will be distributed free to any eligible person who visits a Promotion Location during the Promotion Period and asks to receive a Boston Bruins Centennial Lapel Pin while supplies last. Receipt of prize is subject to availability. Pins may be exhausted in different Promotion Locations at different times within the Promotion Period. Odds of receiving a free pin depend on the rate at which pins are claimed at each Promotion Location during the Promotion Period. Approximately 250 pins will be made available at each of the Promotion Locations during the Promotion Period.

**5. Publicity Release.** In consideration of participation in the Promotion and a chance to receive a prize, to the full extent permitted by law, participants irrevocably grant Sponsor the right, license and permission to use winner's name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Promotion or in connection with any other Sponsor products, services, advertising and promotional materials, worldwide, in perpetuity, with no obligation, prior notice or approval, or consideration in addition to awarding of the prize to winner.

**6. Tampering with Promotion.** Promotion Entities are not responsible for actions of Promotion participants or other third parties, including any attempts to circumvent the Official Rules or otherwise interfere with the administration, security, integrity, or proper operation of the Promotion. Persons found tampering with or interfering with the proper conduct of the Promotion, or whom Sponsor believes to be causing any malfunction, error, disruption, or damage will be disqualified. Any attempt to cheat the Promotion, as determined at the sole and absolute discretion of the Sponsor, will result in the participant's immediate disqualification, and other possible consequences, including legal action and disqualification from all existing and future promotions. ANYONE ATTEMPTING TO DEFRAUD SPONSOR OR TAMPER WITH, DAMAGE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION WILL BE DISQUALIFIED AND MAY BE SUBJECT TO LEGAL ACTION. SPONSOR RESERVES RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**7. Suspension / Modification / Termination.** In the event Sponsor is prevented or substantially hindered from continuing with the Promotion or awarding a prize by any cause or event beyond its reasonable control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war, interference with the Promotion by any party, or any federal, state or local law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, then Sponsor has the right to modify, suspend, or terminate the Promotion or the award of any prize. Without limiting the foregoing, Sponsor reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Promotion for any reason if Sponsor determines that the Promotion cannot be administered in a fair, proper, secure and lawful manner. The terms of these Official Rules take precedence over any conflicting Promotion materials. If due to a printing, production, or other error, more prizes are claimed than are intended to be awarded, the Sponsor may limit the total number of prizes to the number stated in these Official Rules. In no event will more than the stated number of prizes be awarded.

**8. Waivers / Disclaimers / Releases.** In consideration of participation in the Promotion and a chance to receive a prize, PARTICIPANTS HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR AND ITS AFFILIATES, DELAWARE NORTH COMPANIES, INC. - BOSTON, BOSTON PROFESSIONAL HOCKEY ASSOCIATION, INC. (THE BOSTON BRUINS), AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS ("RELEASED PARTIES") FROM AND AGAINST ALL CLAIMS, LIABILITY, COSTS, LOSSES, DAMAGES, INJURIES AND EXPENSES OF ANY KIND (INCLUDING ATTORNEY FEES AND LEGAL EXPENSES) ARISING OUT OF OR RELATED TO PARTICIPATION IN THE PROMOTION AND/OR RELATED TO THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE OR TRAVEL IN CONNECTION WITH THE PROMOTION OR PRIZE AWARD. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS RELEASE, DISCHARGE, AND HOLD HARMLESS AGREEMENT EXTENDS TO CLAIMS OF PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RELATED TO OR ARISING FROM PARTICIPATION IN THE PROMOTION AND RECEIPT OR USE OF THE PRIZE, AND CLAIMS OF VIOLATION OF PROPRIETARY RIGHTS OR RIGHTS OF PUBLICITY OR PRIVACY, INCLUDING CLAIMS OF PORTRAYAL IN A FALSE LIGHT, WHETHER OR NOT CAUSED BY THE ALLEGED NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES. Sponsor is not responsible and will not be liable for any typographical, human or other error in the printing, offering, selection, operation, or announcement of any Promotion activity and/or prize. Except as prohibited by applicable law, each participant irrevocably waives any right to trial by jury in any litigation directly or indirectly arising out of or in connection with this Promotion, any document or agreement entered into in connection herewith, any prize available in connection herewith, and any of the transactions contemplated hereby or thereby. EACH PARTICIPANT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND LIABILITY RESULTING OR ARISING FROM THE PARTICIPANT'S AND PARTICIPANT'S GUESTS' ACTS OR OMISSIONS IN CONNECTION WITH THE PROMOTION, INCLUDING ANY VIOLATION OF LAW OR THESE OFFICIAL RULES, OR ANY MISCONDUCT IN CONNECTION WITH THE USE OF A PRIZE. Releases and indemnities hereunder are intended to be as broad as the law allows and apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

Without limiting the generality of the foregoing, participants acknowledge and agree that the RELEASED PARTIES: (A) HAVE NEITHER MADE NOR WILL BE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, IN CONNECTION WITH THE

PROMOTION AND/OR WITH RESPECT TO ANY PRIZE, INCLUDING, WITHOUT LIMITATION, TO ANY PRIZE'S QUALITY OR FITNESS FOR A PARTICULAR PURPOSE; (b) maintain no control over the personnel, equipment or operation of any person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prizes provided in connection with the Promotion; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Participants agree that the Released Parties shall have no responsibility or liability for discontinued prizes or delayed or canceled events; human error; incorrect or inaccurate transcription of registration and/or account information; late or misdelivered mail; any technical malfunctions of the telephone network, wireless communication system, mobile network, computer system, computer equipment, software, or Internet service provider utilized by Sponsor or other Promotion Entities; interruption or inability to access any website of Sponsor or other Promotion Entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Promotion; any lost or delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the alleged negligence of the Released Parties.

**9. Entry Information.** As a condition of participating, each participant consents to the collection, use, and sharing of participant's personal information by and with Promotion Entities for purposes of administering the Promotion and to comply with applicable laws, regulations and rules. Any information provided to Sponsor may be used to communicate with participant regarding the Promotion or included on a winner's list. Sponsor reserves the right to use personal information collected in connection with this promotion in accordance with Sponsor's privacy policy, located at:

[http://tdbank.com/exc/pdf/privacy\\_shareinformation.pdf](http://tdbank.com/exc/pdf/privacy_shareinformation.pdf)      [http://tdbank.com/exc/pdf/privacy\\_marketingchoices.pdf](http://tdbank.com/exc/pdf/privacy_marketingchoices.pdf)

**10. Governing Law / Limitation of Liability.** All issues concerning construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of participants, Sponsor or Released Parties and all other matters in connection with the Promotion will be governed by and construed in accordance with the laws of the State of Maine, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws, and all disputes will be resolved in the state or federal courts located in Maine. If any provision of the Official Rules or the Documents is found invalid or otherwise unenforceable or illegal, all other provisions will remain in effect and be construed in accordance with their terms. Sponsor's failure to enforce any term of Official Rules will not constitute a waiver. Participants agree to waive any rights to claim ambiguity of these Official Rules. In the event of discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion. In the event there is a discrepancy or inconsistency between the English language version and any translated version of these Official Rules, unless otherwise provided by law, the English language version shall prevail and govern. This Promotion is void outside of the states specifically identified above where the Promotion is offered and otherwise where prohibited or restricted by law.

PARTICIPANT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW: (1) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) NO PARTICIPANT WILL BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO MULTIPLIED OR ENHANCED DAMAGES; AND (4) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE/EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW LIMITATION/EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**11. Social Media Promotion; No Sponsorship; Waiver of Liability:** Although the Promotion may be featured on Facebook, Instagram, X (Twitter) and/or other third-party sites or social media platforms, the Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, X (Twitter) and/or such other third-party sites or social media platforms. By participating in the Promotion, all participants expressly acknowledge and agree that Facebook, Instagram, X (Twitter) and all other third-party sites and social media platforms on which the Promotion may be featured are not liable in any way for any claims, damages, or losses associated with the Promotion and are deemed "Released Parties" for purposes of the Waiver, Disclaimer, and Release provisions of the Official Rules.

**12. Official Rules Requests.** For a copy of these Official Rules, send a self-addressed, stamped envelope to: "Boston Bruins Centennial Lapel Pin Giveaway" Official Rules, Attn: Marketing Dept., TD Bank, N.A., 12000 Horizon Way, Mt. Laurel, NJ 08054, within 60 days of the Promotion Date.

Sponsor: TD Bank, N.A., 1701 Route 70 East, Cherry Hill, NJ 08034

Boston Bruins® is a registered trademark of the Boston Professional Hockey Association, Inc.