**NESN’s 2020 Fans Choice Contest – Week 5  
Official Rules**

##### 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 any part of the Promotion (defined below), you agree to abide by these official rules (these “**Rules**”), which are a contract, so read them carefully before participating. These Rules include 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 Promotion will be resolved solely by binding arbitration.

By participating in any part of the Promotion, Participants (defined below) fully and unconditionally agree to these Rules and the decisions of New England Sports Network Limited Partnership (“**NESN**”) with respect thereto, which are final and binding in all matters related to the Promotion. Failure to comply with these Rules, as determined in the sole discretion of NESN, may result in disqualification from the Promotion and forfeiture of any prize won.

**PROMOTION DESCRIPTION & SPONSOR**

Beginning on May 4, 2020, NESN is conducting a series of weekly contests under the banner “2020 NESN Fans Choice Contest” whereby fans can nominate their favorite or most memorable game in New England sports history for rebroadcast on the NESN Channel for a chance to win the weekly contest prize. All contest participants will also be entered into a grand prize drawing in June for a chance to win the Grand Prize (described below). These Rules apply to the 2020 NESN Fans Choice Contest for Week 5 (the “**Contest**”) and the Grand Prize Drawing described more fully below (collectively, the “**Promotion**”).

In order to participate in the Promotion, an Eligible Person (defined below) shall submit an original essay during the Entry Period (defined below) describing his or her favorite or most memorable game in New England sports history and why such game is so memorable or meaningful to him or her(the “**Submission**”) in accordance with these Rules. A panel of judges (the “**Panel**”) organized by NESN will select the most compelling Submission in accordance with the following the judging criteria (collectively, the “**Judging Criteria**”):

* personal story associated with the applicable game(50%);
* clarity of essay (30%);
* grammar (10%); and
* accessibility and compelling nature of applicable game content(10%).

Such selected Submission shall win the Contest Prize (defined below), subject to verification of eligibility in accordance with these Rules (the “**Winning Submission**”), and NESN will air the game described in the Winning Submission on the NESN Channel as described below. All decisions by NESN regarding selection of the Winning Submission shall be final.

All Submissions other than the Winning Submission and any Submission that is disqualified from the Contest in accordance with these Rules will be automatically resubmitted to the following week’s contest conducted under the “2020 NESN Fans Choice Contest” banner. All such resubmitted Submissions shall carry over and retain their original Contest scores, which will be used to judge them against other Submissions (both new and resubmissions); they will not be re-reviewed or re-scored in future 2020 NESN Fans Choice Contests. Any Participant (defined below) that does not wish to have his or her Submission resubmitted for future 2020 NESN Fans Choice Contests must send an e-mail to sports@NESN.com during the Entry Period with “2020 NESN FANS CHOICE CONTEST – WEEK 5 WITHDRAWAL REQUEST”in the subject heading of the e-mail, his or her Submission attached to the e-mail in PNG, JPG, GIF or PDF file format, and the following in the e-mail message: (a) the Participant’s full name; and (b) the statement “I do not want my attached submission to the 2020 NESN Fans Choice Contest – Week 5 to be resubmitted for participation in any future 2020 NESN Fans Choice Contest” (such e-mail, a “**Withdrawal Request**”). NESN shall not be liable for failing to honor any incomplete or inaccurate Withdrawal Request or any Withdrawal Request that is not made during the Entry Period. For the avoidance of doubt, Withdrawal Requests shall not withdraw Contest Entries (defined below) from participation in this Week 5 Contest or the Grand Prize Drawing described below, but shall only apply to prevent Submissions from being resubmitted to future 2020 NESN Fans Choice Contests. NESN will not communicate confirmation of any Withdrawal Request.

All Contest Entries (defined below) that are timely made in accordance with these Rules (including the Contest Entry that is the Winning Submission) shall automatically be entered into a random drawing onJune 8, 2020for a chance to win the Grand Prize (the “**Grand Prize Drawing**”). The Contest and the Grand Prize Drawing are each subject to these Rules and all applicable federal, state, and local laws, rules and regulations. The Contest Prize and the Grand Prize shall each be referred to as a “**Prize**,” and the Contest Winner and the Grand Prize Winner shall each be referred to as a “**Winner**.”

The Promotion is sponsored by NESN, which is located at 480 Arsenal Way Watertown, MA 02472.

###### ELIGIBILITY

The Promotion is open to all legal residents of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island or Vermont who are the older of (a) 18 years of age and (b) the legal age of majority in his or her jurisdiction of residency. The Promotion is void in each jurisdiction where prohibited. Employees, officers, managers and directors of NESN, the Boston Red Sox Baseball Club Limited Partnership (the “**Red Sox**”), the Boston Professional Hockey Association d/b/a Boston Bruins (the “**Bruins**”), and each of their respective Affiliates (defined below), as well as any of their respective sponsors, advertising and promotion agencies, and family members (regardless of where they reside) or those living in the same household (whether or not related) are not eligible to redeem any 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 Promotion in accordance with this section of the Rules shall be referred to as an “**Eligible Person**.”

###### HOW TO ENTER

Eligible Persons who wish to participate in the Promotion must send NESN their Submissions by either of the following means:

1. Website Entry: Complete the online entry form available at NESN.com/FanChoice (the “**Site**”), making sure to attach your Submission, at any time from June 1, 2020 at 10:00 a.m. Eastern Time (“**ET**”) through June 8, 2020, at 11:59 p.m. ET (the “**Entry Period**”). Click “submit” to be entered into the Contest (a “**Website Entry**”). 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:

1. E-Mail Entry: An Eligible Person who wishes to enter the Promotion but does not wish to complete a Website Entry (an “**E-mail Entrant**”) can send an e-mail to sports@NESN.com during the Entry Period with “2020 NESN FANS CHOICE CONTEST – WEEK 5”in the subject heading of the e-mail, his or her Submission attached to the e-mail in PNG, JPG, GIF or PDF file format, and the following in the e-mail message: (a) the E-mail Entrant’s full name, mailing address (including city, state and zip code), and day and evening telephone numbers (including area codes); and (b) the statement “I acknowledge that I have read, understand and agree to the 2020 NESN Fans Choice Contest – Week 5 Official Rules” (such Contest entry, an “**E-mail Entry**”). Incomplete or inaccurate E-mail Entries are void. NESN will use the E-mail Entrant’s e-mail and contact information solely for Promotion administration purposes. E-mail Entries must be received by NESN during the Entry Period to be valid. E-mail Entries received outside the Entry Period are ineligible and void.

Each Submission must be in the English language and must not exceed 250 words in length. Submissions that do not comply with these Rules will be void, eliminated and not eligible for consideration. When you submit a Submission to NESN pursuant to this Promotion, you agree that NESN has the right to publish any part of such Submission for any type of use, including promotional and advertising purposes, without any notice, payment or credit to you.

Each Website Entry and E-mail Entry shall be referred to as a “**Contest Entry**.” Only one (1) Contest Entry will be accepted per e-mail address or phone number. Additional Contest Entries beyond the specified limit will be void and ineligible. NESN is not responsible for lost, misdirected, illegible, damaged or undelivered Contest Entries. Contest Entries that have been tampered with or altered, mass Contest Entries or Contest Entries generated by scripts, macro or other automated means or with the intent to affect the integrity of the Promotion are void and will be disqualified. Only complete Contest Entries received during the Entry Period will be valid. Upon completing and submitting the Contest Entry, the party submitting the Contest Entry shall become (and shall be referred to in these Rules as) a “**Participant**.” NESN’s computer will be the official clock of the Promotion. Participants are responsible for ensuring that the information provided on their Contest Entries is accurate and up-to-date. Eligible Persons wishing to participate in the Promotion are solely responsible for Internet connectivity, software or hardware that may be required in order to complete and submit a Contest Entry. No other method of participation in the Promotion will be accepted.

###### CONTEST WINNER DETERMINATION

The Panel will review and judge all Contest Entries that are timely submitted and comply with these Rules to determine the Winning Submission. The Participant who submitted the Winning Submission with his or her Contest Entry will be awarded the Contest Prize (defined below) subject to confirming such Participant’s Contest eligibility in accordance with these Rules. After confirming eligibility, NESN will announce such Participant as the “**Contest Winner**.” If such Participant does not meet the eligibility criteria set forth in these Rules, he or she will be disqualified from the Promotion and NESN will have the right to pick another Contest winner without notice to such disqualified Participant. All Contest Winners will be announced by NESN on the Site on or around June 15, 2020 (the period of time between the end of the Entry Period and this date, the “**Contest Notification Period**”). Decisions of NESN regarding the Promotion, Winner selection, and the distribution of Prizes are final. No drawings, sweepstakes, raffles or other elements of chance shall be used to determine the Contest Winner.

###### CONTEST WINNER NOTIFICATION

For a period of two (2) days following NESN’s selection of the Winning Submission, between 9 a.m. ET and 5 p.m. ET, NESN will make reasonable efforts to contact the Participant with the Winning Submission to confirm such Participant’s Contest eligibility (the “**Contest Winner Notification**”) using the contact information provided in his or her Contest Entry. If the winning Participant fails to respond to the Contest Winner Notification within such time, such Participant shall be disqualified from the Promotion and forfeits his or her Contest Prize (and his or her chance to participate in the Grand Prize Drawing), and NESN will have the right to pick another Contest winner without notice to such disqualified Participant.

If, for any reason, any winning Participant is (a) not an Eligible Person or NESN is unable to timely confirm his or her eligibility in accordance with these Rules (including for inability to timely reach such Participant), or (b) unable or unwilling to timely return all identification and documentation required by NESN in order to claim such Contest Prize (including the Affidavit), then such winning Participant may be disqualified from the Promotion and his or her Contest Prize forfeited in NESN’s sole discretion, and NESN reserves the right to select or not select an alternate Contest winner. Upon Prize forfeiture for any reason under these Rules, no compensation will be given to the forfeiting party.

It is each Participant’s responsibility to keep the contact information provided with his or her Contest Entry up-to-date at all times. In the event of a dispute about the identity of a Participant, such Participant’s Contest Entry will be declared made by the authorized account holder of the e-mail address provided in such Contest Entry. The authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet Service Provider, online access provider or other organization (*e.g.*, business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A Participant may be required to provide proof that he or she is the authorized account holder of the e-mail address provided with his or her Contest Entry and is otherwise eligible to participate in the Promotion, including age and residency verification.

Except where prohibited by law, the Contest Winner will be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release, and a Tax Acceptance Form (collectively, the “**Affidavit**”). The Affidavit must be completed, signed and returned to NESN during the Contest Notification Period in order for the Contest Winner to redeem the Contest Prize. Each Participant waives the right to assert as a cost of winning a Prize any and all costs of verification and redemption to redeem such Prize and any liability which might arise from redeeming or seeking to redeem such Prize.

###### CONTEST prize

The Contest Prize consists of (a) one (1) pre-recorded “shout-out” from a NESN broadcaster to be determined by NESN in its sole discretion, and (b) having the game that is the subject of the Winning Submission broadcasted on the NESN Channel on or around June 20, 2020,at such date and time and with the frequency determined by NESN in its sole discretion. The approximate retail value (“**ARV**”) of the Contest Prize is priceless. The odds of winning the Contest Prize depend on the number of Contest Entries received from Eligible Persons and the Participant’s skill in crafting his or her Submission. The exact nature and duration of the “shout-outs” shall be determined by NESN in its sole discretion, and any NESN talent appearance is subject to availability.

The Contest Winner will also be automatically entered into the Grand Prize Drawing for a chance to win the Grand Prize (each as defined below).

All Prizes will be fulfilled by NESN. The Winners shall be fully responsible for any and all federal, state, territory, provincial and local taxes (including income and withholding taxes) incurred in connection with Prize redemption. 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 in connection with Prize acceptance or use are the sole responsibility of the Winner. The Prizes are non-transferable and non-assignable, with no substitutions for cash or any other item. NESN reserves the right to substitute any Prize with a prize of comparable or greater value at its sole and absolute discretion.

**GRAND PRIZE DRAWING**

All Contest Entries will be automatically entered into a random drawing onJune 8, 2020for a chance to win the Grand Prize. There will be one (1) Grand Prize awarded to the Contest Entry that is randomly selected at the Grand Prize Drawing, subject to Promotion eligibility verification in accordance with these Rules (the “**Grand Prize Winner**”). The “**Grand Prize**” will consist of a Zoom/Skype/Facetime call with the NESN Broadcast Booth talent of the Grand Prize Winner’s choice (subject to availability), on a date and time to be determined by NESN in consultation with the Grand Prize Winner. The exact nature and duration of the Grand Prize shall be determined by NESN in its sole discretion, but shall be no less than 15 minutes, and the opportunity is subject to talent availability. NESN may change the date and/or time of the Grand Prize at any time in order to accommodate talent availability. The ARV of the Grand Prize is priceless. The odds of winning the Grand Prize depend on the number of Contest Entries received from Eligible Persons.

For a period of two (2) days following the Grand Prize Drawing, NESN will make reasonable efforts to reach the winning Participant (between 9 a.m. ET and 5 p.m. ET on weekdays) using the contact information provided in his or her Contest Entry. Except where prohibited by law, the Grand Prize Winner will be required to execute an Affidavit, which must be completed, signed and returned to NESN during the Grand Prize Notification Period (defined below) in order for the Grand Prize Winner to redeem the Grand Prize. If such winning Participant is (a) not an Eligible Person or NESN is unable to timely confirm his or her eligibility in accordance with these Rules (including for inability to timely reach such Participant), (b) unable or unwilling to timely return all identification and documentation required by NESN in order to claim the Grand Prize (including the Affidavit), or (c) unable or unwilling to redeem the Grand Prize, then such winning Participant may be disqualified from the Promotion and the Grand Prize forfeited in NESN’s sole discretion, and NESN reserves the right to select or not select an alternate Grand Prize winner. Upon Prize forfeiture for any reason under these Rules, no compensation will be given to the forfeiting party.

NESN will announce the Grand Prize Winner on the Site by June 22, 2020 (the period of time between the Grand Prize Drawing and this date, the “**Grand Prize Notification Period**”).

**TAXES & PRIZE CONDITIONS**

All federal, state, and local taxes and other tax liabilities (including income taxes), if any, and other incidental costs or expenses (such as those associated with the use of a Prize) not identified in these Rules are the sole responsibility of the Winner, and the value of such Prize may be deemed ordinary income to the Winner. Each Winner should consult his or her personal tax advisor regarding redemption of a Prize. The Winner may be required to provide NESN with valid identification and a valid taxpayer identification number or social security number before a Prize will be awarded. Eligible Persons winning over $600 in prizes will receive an IRS form 1099 at the end of the calendar year, and a copy of such form will be filed with the Internal Revenue Service.

**ADDITIONAL TERMS APPLICABLE TO SUBMISSIONS**

In exchange for the opportunity to participate in the Promotion, the receipt of which shall be sufficient consideration for the following consent, license and release (“**Submission Release**”), each Participant hereby:

1. represents that his or her Submission is an original work of authorship and that he or she owns all right, title and interest in and to such Submission, or otherwise has all necessary rights in such Submission in order to submit it for consideration under these Rules;
2. consents to the collection by NESN of his or her personal information, including name, address (city and state of residence), telephone number(s) and e-mail address(es) (the “**Personal Information**”) in connection with the Submission;
3. grants to NESN and each of its designees the perpetual and unlimited right and license to use, edit, modify, duplicate or create derivative works from his or her Submission throughout the world and in perpetuity, including the right for NESN to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the Submission via the Internet, television, print or any other media currently existing and hereafter developed and without limitation and without payment of any compensation to him or her or his or her heirs and successors, (a) on its own or as part of any audiovisual or other production, (b) for the purpose of advertising any product, programming or services of NESN or its sponsors or for any other advertising, marketing, publicity or promotional purpose, or (c) for any other purpose whatsoever;
4. agrees that the foregoing license includes the right to: (a) use his or her name (and any other Personal Information included in the Submission), likeness, image, voice, statements, appearance and performance as embodied or included in the Submission in whole or in part, for advertising, promotional and trade purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide, in perpetuity, without notice and without further consideration or compensation, except where prohibited by law; (b) edit, alter, distort, add to, rearrange and otherwise modify the Submission, and use the Submission in whole or in part or in combination with other materials; and (d) assign or license others to use the Submission for all of the purposes hereunder;
5. acknowledges that he or she shall have no right of approval of any use of the Submission and the Personal Information as permitted hereunder;
6. agrees that he or she shall use any copy of the Submission that he or she retains solely for his or her personal, non-public, non-commercial use; and
7. releases and indemnifies in perpetuity the Released Parties (defined below) from any claim, demand, loss and liability of any nature arising out of or in any way connected with the Submission, the Personal Information and the use thereof as permitted hereunder, including claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy.

Nothing herein will obligate NESN to make any use of any of the rights set forth herein.

No Submission shall contain:

* pornography, adult-oriented content or any other sexually-explicit material;
* materials relating to lotteries or gambling;
* explicit language or content, images of violence, or promotion of illegal activities;
* content in violation of intellectual property rights or laws;
* libelous, defamatory, disparaging, tortious or slanderous materials;
* content that denigrates, disparages or reflects negatively on NESN, its owners and employees;
* references to tobacco, e-cigarettes, alcohol or drugs;
* references to dangerous stunts;
* references to real weapons of any kind, including guns, knives or projectiles;
* material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation;
* content owned by any third party; or
* material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state where the Submission is created.

Any Submission that does not comply with the foregoing will be disqualified from the Promotion and immediately eliminated from Contest consideration.

**THIRD PARTY MARKETPLACES**

The Promotion is being offered by NESN only, and not by Apple, Inc. (“**Apple**”), Facebook, Inc. (“**Facebook**”), Twitter, Inc. (“**Twitter**”), Instagram, Inc. (“**Instagram**”), Google, Inc. or any other third party through which you may have accessed the NESN app (collectively, “**Marketplaces**”). The Marketplaces are not responsible for any part of the Promotion and have no obligation to you whatsoever with respect to the Promotion. Without limiting the foregoing, the Marketplaces are not responsible for addressing any claims by you or any third party relating to the Promotion, including anything related to these Rules or the Prizes. The Marketplaces do not, in any way, sponsor, endorse or administer the Promotion.

**WAIVER OF LIABILITY/PUBLICITY RELEASE**

Participants may not take actions that are negligent, injurious or reckless in connection with the Promotion or the redemption of the Prizes. Participants who do not follow this rule will be barred from participation in the Promotion and redemption of the Prizes. Participants are solely responsible for any injuries or other damages that are caused from their behavior.

###### By participating in the Promotion, each Participant agrees (a) to comply with these Rules and the decisions of NESN, which are binding and final, and (b) to the extent permitted by law, to waive and fully, completely and forever release and discharge NESN, the Red Sox, the Bruins, Apple, Facebook, Twitter, Instagram and any other Marketplace, and each of their respective sponsors, Affiliates, officers, directors/managers, employees, agents, representatives, 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 participation in the Promotion or from the receipt or use or misuse of any Prize or any travel or activity related to the receipt or use of any Prize, including (a) any Force Majeure event that causes any part of the Promotion to be disrupted or corrupted; (b) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of a Prize, or acceptance, possession, or use of a Prize, or from participation in the Promotion; (c) any printing or typographical errors in any materials associated with the Promotion; and (d) any change in a Prize. By participating in the Promotion, each Participant gives his or her express permission to be contacted by NESN by e-mail for Promotion administration purposes. The Winner grants to NESN the right to publicize, publish, use, reproduce, broadcast or otherwise transmit, distribute, create derivative works of, publicly perform or display the Winner’s name, city and state of residence, photograph, voice, statements or other likeness, his or her Submission (in whole or in part), and his or her 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. No Submission will be returned to a Participant, and no consideration whatsoever will be provided to a Participant for his or her Submission other than the Contest Prize for the Contest Winner and the Grand Prize for the Grand Prize Winner in accordance with these Rules.

###### DISCLAIMERS

All third-party trademarks mentioned or portrayed in the Promotion or in any advertising associated with the Promotion are the property of their respective trademark owners.

Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered or mutilated Contest 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, including as a result of any form of active or passive filtering of any kind, or insufficient space in a Participant’s e-mail account to receive e-mail messages or electronic communications that go to an individual’s “spam” or “junk” folder; printing, typographical or other errors appearing within these Rules, in any Promotion-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 Promotion, including errors or difficulties which may occur in connection with the administration thereof, the processing of Contest Entries, the announcement of Prizes or in any Promotion-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 Promotion. 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 Promotion or downloading materials from any e-mail, application or website associated with the Promotion. Persons who tamper with or abuse any aspect of the Promotion or attempt to undermine the legitimate operation thereof 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 Promotion 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 Promotion, 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 PROMOTION 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 SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

###### LIMITATION OF LIABILITY

**BY PARTICIPATING IN THE PROMOTION, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) 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; (B) 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.**

**GOVERNING LAW AND DISPUTE RESOLUTION**

All disputes, issues or questions concerning the Promotion, including the rights and obligations of Participants and NESN in connection with the Promotion, or the construction, validity, interpretation and enforceability of these Rules shall be governed by, and construed in accordance with, the laws of the State of Massachusetts without giving effect to any choice of law or conflict of law rules (whether of the State of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Massachusetts.

As a condition to participating in the Promotion, each Participant agrees that any and all disputes, claims, controversies or causes of action arising out of or relating to the Promotion, or any Prize awarded (each, a “**Claim**”), shall be (a) 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 (b) 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.

**GENERAL CONDITIONS**

By participating in the Promotion, each Participant acknowledges that he/she has read these Rules and agrees to be bound by them and by the decisions of NESN, which are final and binding on all matters pertaining to the Promotion and Prize redemption. Non-compliance with these Rules may result in disqualification and Prize forfeiture. NESN reserves the right, in its sole discretion and without liability to any Participant, to (a) cancel or suspend the Promotion in whole or in part should unauthorized human intervention or other causes compromise the administration, security, fairness, integrity or proper operation of any part of the Promotion, and (b) modify these Rules for clarification purposes without materially affecting these Rules. In the event that the Promotion or any part of these Rules is challenged by any legal or regulatory authority, NESN reserves the right to discontinue or modify the Promotion (or any portion thereof), 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 disclaims any responsibility to notify Participants of any aspect related to the conduct of the Promotion.

**PRIVACY AND PERSONAL INFORMATION**

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 Promotion, each Participant acknowledges that he/she (a) has read and accepts NESN’s Privacy Policy and (b) 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.

**FORCE MAJEURE**

Without limiting any other provision in these Rules, in the event that NESN’s activities or other Released Party’s operations or activities are affected by any acts of God, any action, regulation, 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 or actual terrorist acts, air raid, blackout, act of public enemy, earthquake, flood, wildfire, tornado, hurricane, volcanic eruption or other natural catastrophe, war (declared or undeclared), epidemic, pandemic or public health crisis (*e.g.*, COVID-19), explosion, fire, embargo, work stoppage or strike (whether legal or illegal), civil disturbance, insurrection, riot, or any other similar cause or circumstances out of their control as determined by NESN in its sole discretion, whether or not specifically mentioned above, NESN shall have the right to modify, suspend, or terminate the Promotion (or any part 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 any part of the Promotion or supply any Prize.

**MISCELLANEOUS**

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 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 Promotion-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.

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

For an Official Winners List (available after the selection of the Grand Prize Winner), or for a copy of these Rules, send a self-addressed, stamped envelope by August 30, 2020 to: 2020 NESN Fans Choice – Week 5 Rules (please specify Official Winner’s List or Official Rules), c/o New England Sports Network, 480 Arsenal Way Watertown, MA 02472. Residents of Vermont with a return address in Vermont may omit the return postage on their request.