

2022 PRIDE NIGHT TICKET GIVEAWAY SWEEPSTAKES

OFFICIAL RULES

**NO PURCHASE IS NECESSARY TO PARTICIPATE.
A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**THE SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL
LAWS AND REGULATIONS.
VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**

- 1. PROMOTION DESCRIPTION:** The “2022 Pride Night Ticket Giveaway” (“Sweepstakes”) is conducted by Seattle Pride Hockey Association (“Sponsor”) and begins at 12:00:00 a.m. on March 14, 2022, and ends at 11:59:59 p.m. on March 31, 2022 (“Sweepstakes Period”), which Sweepstakes Period may be extended by Sponsor in its sole discretion by a written amendment to these Official Rules. The “Sweepstakes Computer” is the official timekeeping and random drawing device for the Sweepstakes. Except as otherwise stated, all times in the Official Rules shall be United States Pacific Time, regardless of whether or not Daylight Savings Time is in effect.
- 2. ELIGIBILITY:**
 - a. Persons Eligible to Play:** The Sweepstakes is open only to legal residents of the fifty (50) States within the United States and the District of Columbia (“U.S.”) who are at least eighteen (18) years of age (or the age of majority in their state of residence, whichever is older) as of date of entry. Persons in any of the following categories are NOT eligible to participate or win prizes in the Sweepstakes: (a) any person who, on or after the date that is thirty (30) days prior to the beginning of the Sweepstakes Period, was or is a director, officer, beneficial owner, employee, agent, or independent contractor of Sponsor, its parent companies, subsidiaries, affiliated companies, vendors, suppliers, advertising and promotion agencies, service agencies, or any entities retained by Sponsor for the administration of the Sweepstakes; (b) any individual, or any director, officer, employee, agent, or independent contractor of any entity, engaged in the development, production or distribution of Sweepstakes materials or who furnishes a prize for the Sweepstakes; and (c) persons who are immediate family members (defined as spouse, domestic partner, IRS dependent, or biological, adoptive, or mother, father, sister, brother, daughter, or son) of, or who reside in the same household as, any person in any of the preceding categories.
 - b. Agreement to Official Rules:** Each person who participates in the Sweepstakes (each a “Participant”), fully and unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding with respect to all aspects of the Sweepstakes.
 - c. Persons Eligible to Win:** Winning any prize requires that the potential winner of the prize be eligible and remain in compliance with these Official Rules. Until such eligibility and compliance is verified, as determined by Sponsor, the Participant is, and will remain, a potential prize winner only.

3. SWEEPSTAKES:

a. How To Enter/Play:

- i. **Entry Form:** To participate in the Sweepstakes, the Participant will complete the Entry Form located on the Sponsor website. The Entry Form includes required form fields, which you must complete, which may include, without limitation: first and last name, zip code and country of residence, personal email address, and date of birth. You will also be required to acknowledge that you are at least eighteen (18) years of age (or of legal age in your state of residence, whichever is older) and have read and agree to the Official Rules. If you fail to tender these acknowledgements, you cannot enter the Sweepstakes and any Entry will be deemed void. The Entry Form may also include other optional (non-required) fields. Whether or not you complete any or all of the optional fields, and your responses in those fields, will have no effect on your ability to play or win. Fields that are required will be marked as such on the Entry Form. Your completed Entry Form ("Entry," or collectively with all other valid, completed Entry Forms from all Participants, the "Entries") must be received by Sponsor during the Sweepstakes Period. All required information must be provided. No mechanical or other reproduction of the Entry Form is permitted. Entries are void if defective, altered, forged, illegible or obtained outside authorized channels. Entries become the property of the Sponsor and will not be returned. Sponsor is not responsible or liable for incorrect or inaccurate transcription of Entries or for late, lost, stolen, incomplete, illegible, damaged, misdirected, or corrupted Entries, which will be disqualified, or for problems or errors of any kind, whether mechanical, human or electronic. Only a valid, completed Entry that is actually received by Sponsor and fully complies with these Official Rules is eligible to win. Proof of submission of Entry is not and will not be deemed to be proof of receipt of Entry by Sponsor.
- ii. **One Entry Per Person: LIMIT ONE (1) ENTRY PER PERSON REGARDLESS OF METHOD OF ENTRY.** Limit one entry per person. If more than one Entry is received from any one person, the first Entry processed by Sponsor will be considered the only valid Entry received. Any potential prize winner may be required to show proof of identification.

- b. **Prizes:** Prizes in the Sweepstakes as described herein are available to be won only in the U.S. All Approximately Retail Values (ARVs) and dollar values below are stated in U.S. Dollars. Participants must abide by these Official Rules to remain eligible to win and to avoid forfeiture of their prize. Subject to the terms of these Official Rules, the following prizes are available to be awarded:

QUANTITY	PRIZE TITLE	APPROX. RETAIL VALUE (ARV)	DRAWING HELD ON OR ABOUT
10	Two (2) tickets to the Seattle Kraken game on April 9, 2022	\$40	April 1, 2022

Sponsor, in its sole discretion, reserves the right to amend the above entry deadlines and drawing dates and to add additional prizes by a written amendment to these Official Rules.

Sponsor is not affiliated with the Seattle Kraken and the Seattle Kraken have not endorsed, sponsored, approved, or otherwise lent their name to the Sweepstakes.

- c. **Odds of Winning:** Odds of winning all prizes depends on the number of eligible participants at the time a winner of a prize is selected.
- d. **Selection & Verification of Potential Winners:** All winners of the above prizes will be randomly selected following the Sweepstakes Period. Once a participant has been selected as the potential prize winner of any prize in the Sweepstakes, they may, in the sole discretion of the Sponsor, become ineligible to win any other Sweepstakes prizes.
- i. **Drawings:** The random drawings (each a “Winner Drawing”) will be conducted by Sponsor using the Sweepstakes Computer as follows:
- (1) Ten (10) potential winners of the “Two (2) tickets to the Seattle Kraken game on April 9, 2022” prize will be selected at the Winner Drawing, held on or about April 1, 2022 at 12:00PM, from among all eligible Entries.
- ii. **Potential Winner Notification:** All potential prize winners will be notified by email. Sponsor reserves the right, at its sole discretion and without any obligation, to attempt to contact potential prize winners by text, telephone, and/or postal mail. Sponsor is not responsible if a potential prize winner does not receive any form of notification, if actually provided by Sponsor, regardless of the reason the notification is not received.
- iii. **Response to Notification & Submission of Prize Claim Documents:** Once Sponsor has sent notification to the potential prize winner of their status as a potential prize winner, the potential prize winner must promptly submit “**Prize Claim Documents**” (defined below) and within the time period required by Sponsor. Instructions for completion and submission of the Prize Claim Documents will be provided to the potential winner at the time of notification or shortly thereafter. Prize Claim Documents may be provided by Sponsor in either paper or electronic form and Sponsor may require potential prize winners to return the documents in either paper or electronic form at Sponsor’s sole discretion. Failure of the potential prize winner to fully complete or promptly and timely

furnish to Sponsor any of the required Prize Claim Documents or in the medium proscribed by Sponsor may be deemed by Sponsor as forfeiture of the prize.

- iv. **Potential Winner Verification:** Upon receipt of the completed Prize Claim Documents, Sponsor will begin the verification process. If the Sponsor so elects, a potential prize winner may be required to submit to, and by playing the Sweepstakes agrees to fully cooperate in, a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring the Sponsor into public disrepute, contempt, scandal or ridicule, or reflect unfavorably on the Sweepstakes or the Sponsor as determined by the Sponsor in its sole discretion. If a prize winner makes any false statement in any document related to the Sweepstakes, the winner may be disqualified and will be required to promptly return to the Sponsor upon demand the prize(s).
- e. **Prize Claim Documents:** Prize Claim Documents required to be submitted to support prize claims and redemptions differ by the nature of the prize being claimed and redeemed. Participants who are notified of their status as potential prize winners will be advised of the Prize Claim Documents required for redemption of their particular prize. Prize Claim Documents may include, but are not limited to, a Declaration or Affidavit of Eligibility (as determined by Sponsor), Release of Liability, a Publicity Release (where lawful), an Assignment of Rights agreement, a photocopy of identity documents, a Federal form W-9 for tax filing purposes, a contract or other agreement as required by Sponsor, and other documents as may be determined by Sponsor. Proof of mailing or submitting the Prize Claim Documents of any kind or nature does not constitute proof of delivery or receipt. Prize Claim Documents submitted become the sole property of Sponsor and will not be returned. Sponsor shall not be responsible to correspond with Participants.
- f. **Forfeiture:** Under any of the following circumstances, the winner determination may be forfeited, at Sponsor's sole discretion: (a) the potential prize winner is unable or unwilling to use the prize in full on the dates specified by Sponsor; (b) required documents, including Prize Claim Documents, are not fully completed, executed, and timely returned to Sponsor within the time period required by Sponsor, as determined in Sponsor's sole discretion; (c) any notification or other communication to potential prize winner is returned as undeliverable; (d) Sponsor is unsuccessful in establishing communications with the potential prize winner within two (2) calendar days of first notification attempt; (e) potential prize winner does not fully comply with the Official Rules, or (f) any other condition, event, or occurrence specified in these Official Rules as grounds for forfeiture. If Sponsor decides that a winner determination is forfeited, that potential prize winner will forfeit the opportunity to win that prize and will be ineligible to be named the potential prize winner of any other prize in these Sweepstakes. Upon forfeiture, no compensation will be given to potential prize winner. If the initial potential winner determination for any of the prizes is forfeited, Sponsor will hold up to three (3) alternate drawings at dates and times determined by Sponsor to select a new potential prize winner for each forfeited prize. If no potential prize winner has been determined or satisfies the terms and conditions of these Official Rules to claim the prize after the third drawing, the prize will remain unawarded.

4. PRIZE DESCRIPTIONS & TERMS & CONDITIONS:

- a. **Two (2) tickets to the Seattle Kraken game on April 9, 2022:** The winner will receive two (2) reserved tickets to the Seattle Kraken game on April 9, 2022. Ticket location is assigned by

Sponsor at random to all winners. Winner must comply with all entry requirements associated with use of the tickets, including but not limited to face mask requirements and COVID-19 vaccine requirements. Prize must be used in full on the day and at the time determined by the Sponsor, in its sole discretion (which may be on the same day as the day the prize is awarded). Participants must be at least 18 years of age. See **Rule 5** below for additional terms and restrictions. No air travel, ground transportation, or accommodations are included.

5. OTHER PRIZE RESTRICTIONS: All prizes referred to in these Official Rules are governed by the following additional terms and conditions:

- a. All details and other restrictions of prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion and will be provided to the applicable prize winner upon award of the prize. Prize is subject to availability. Certain other restrictions may apply;
- b. Prizes will be furnished to winner, within 72 hours of receipt of Prize Claim Documents and verification of potential prize winners, unless otherwise provided for in these Official Rules. Prizes must be used at or during the time indicated in the prize's terms and conditions;
- c. If a potential winner cannot accept a prize as stated, that prize will be forfeited in its entirety, and, as specifically indicated in these Official Rules for each prize, may be awarded to an alternate winner. If a winner is not eligible pursuant to the Official Rules, Sponsor reserves the right in its sole discretion to deem the prize forfeited. Prizes not claimed or that are forfeited will not be awarded unless otherwise specified in these Official Rules;
- d. No interest will be paid on any cash prizes. No cash alternative or substitution of any prize will be furnished unless otherwise provided for in these Official Rules, except Sponsor in its sole discretion may elect to substitute a similar prize of equal or greater value in the event the prize cannot be awarded as described due to limited production, discontinuation of the particular model by the manufacturer, or unavailability for any other reason;
- e. Sponsor does not make, no in any manner is responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including but not limited to its quality, fitness for a particular purpose, or mechanical condition. Prize will be delivered solely with the express limited warranties, if any, provided by the manufacturer of the prize;
- f. Prizes may not be substituted, exchanged, sold, encumbered, transferred, assigned, or redeemed for cash or other goods or services unless specifically authorized prior to such occurrence in writing by Sponsor, which Sponsor may withhold in its sole discretion;
- g. Whenever Sponsor is authorized to make a decision under the Official Rules, such decisions may be exercised in Sponsor's exclusive and sole discretion. In the event of any conflict in the Official Rules, or ambiguity, Sponsor reserves the right clarify or amend the Official Rules and to make a final determination resolving any conflict or ambiguity;
- h. Unless otherwise indicated, each prize will be delivered only to an address in the U.S. provided by winner in Prize Claim Documents;
- i. All taxes (including, without limitation, federal, state, and/or local income or sales taxes) on or connected with any prize, and the reporting consequences thereof, are solely the responsibility of respective winners. If expressly prohibited by applicable law (including for VA residents), a prize winner will not be responsible for sales tax on a prize. Sponsor may file an IRS Form 1099 or other applicable forms with the Internal Revenue Service for the fair market value of prize(s) won. Winner will be required to provide Sponsor with his/her Social Security number and state tax IDs (if applicable) for tax reporting purposes. If required by law, Sponsor reserves the right

to withhold and remit to the appropriate taxing authorities the amount of any taxes due;

- j. Any difference between the suggested retail price, the ARV, and/or the actual value of the prize will not be awarded;
- k. To the maximum extent permitted by law, all costs, fees, and expenses not expressly stated in the prize description that arise out of or relate to the claiming, awarding, receipt, acceptance, possession and use of the prize, including but not limited to, meals, beverages, alcohol, taxes, and gratuities, are the sole responsibility of the winner; and

6. **TRANSFER, ASSIGNMENT:** Other than as specifically provided for in these Official Rules, the sale, exchange, encumbrance, transfer or assignment of an Entry, status as a potential prize winner or winner, or the prize itself is expressly forbidden without prior written authorization from Sponsor. Such authorization may be granted or withheld in Sponsor's sole discretion. Requests and authorization must be in writing to be valid.

7. **GENERAL RELEASE & CONDITIONS OF PARTICIPATION:** The contents of this provision include a **Waiver and Release of Liability & a Disclaimer of Warranties**. You are advised to read it carefully and consider it when deciding whether or not to participate in the Sweepstakes. This provision includes a non-exhaustive list of conditions of participation and supplements, but in no way supplants, other conditions of participation.

- a. **WAIVER AND RELEASE OF LIABILITY: BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT HEREBY AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS SPONSOR ITS PARENT ENTITY AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, REPUTATIONAL DAMAGE, PERSONAL INJURY, ILLNESS, BODILY INJURY, AND/OR DEATH (WHETHER DUE TO NEGLIGENCE OR OTHERWISE) DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO PARTICIPATION IN THE SWEEPSTAKES OR ANY SWEEPSTAKES-RELATED AND/OR TRAVEL-RELATED ACTIVITY, OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITIES, OR THE RECEIPT, USE, OR MISUSE OF ANY PRIZE.**
- b. **DISCLAIMER OF WARRANTIES: BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER THE SPONSOR NOR ITS PARENT ENTITY AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, HAS MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR (AND IN FACT, HEREBY DISCLAIMS) ANY AND ALL WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE INCLUDING, BUT NOT LIMITED TO, ITS QUALITY, SUITABILITY OR AVAILABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.**
- c. **Assumption of Risk:** Participants assume all risk of loss, damage, destruction, delay and misdirection of Prize Claim Documents, or any other forms or communication relevant to these Sweepstakes, and are advised to obtain insurance where appropriate.

- d. **Waiver of Claims Relating to Prize Redemption:** Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to claim said prize and any liability and publicity which might arise from claiming or seeking to claim said prize.
- e. **Publicity:** Except where prohibited by law, submission of Prize Claim Documents constitutes permission, but not an obligation, for Sponsor to use potential prize winner's name, voice, image (whether still or moving), hometown, likeness, other personally identifiable information (including city and state of residence), and any statements made by or attributed to such winner in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe for advertising, commercial and promotional purposes in connection with the Sweepstakes and other promotions without further compensation, and releases the Sponsor from any liability with respect thereto. Except where prohibited by law, Sponsor may, in its sole discretion, require potential prize winner to sign an agreement to this effect as a condition of receiving the prize, and it may disqualify any winner or deem any prize forfeited for failure to do so.
- f. **Disclaimer of Responsibility:** Sponsor, its parent companies, subsidiaries, affiliates, franchisees, local advertising cooperatives, advertising/promotion agencies, and all of their respective shareholders, directors, officers, employees, representatives, and agents, are not responsible or liable for: (a) incomplete, illegible, misdirected, late, lost, damaged, stolen, or postage-due submissions of Entry, Prize Claim Documents or other Sweepstakes materials; (b) any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or website, or any other error or malfunction, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes; (c) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet or Wireless Service Providers, websites, or other connection, availability or accessibility problems arising in connection with or over the course of the Sweepstakes, including problems with the Sweepstakes Computer; (d) miscommunications, failed, jumbled, scrambled, delayed, dropped, interrupted, lost, non-delivered or misdirected computer, telephone, text message, email or cable transmissions or hardware or software or program or programming malfunctions, failures or difficulties; (e) any other errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention; (f) any incorrect or inaccurate information, whether caused by www.seattlepridehockey.org (the "Official Website") or any other website or webpage (e.g., any Sweepstakes Social Media Pages), tampering, hacking, or by any equipment or programming associated with, or utilized in, the Sweepstakes; or (g) the incorrect or inaccurate capture of information, or the failure to capture or loss of any information.
- g. **Tampering, Damage:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.
- h. **Other:** Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned (in whole or in part), or infection by computer virus, bugs, tampering, unauthorized intervention,

fraud, action of entrants, technical failures or any other causes which, in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Participant and to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted on the Official Website and Sponsor reserves the right to determine, in its sole discretion, a procedure (if any) for awarding any unawarded prizes. Entries not complying with all rules are subject to disqualification.

- 8. DISPUTES, ARBITRATION:** By participating in the Sweepstakes, each Participant agrees that:
- a. any claim, dispute, or controversy (whether in contract, tort, or otherwise) that Participant may have against Sponsor, its subsidiaries, parents, affiliates, officers, directors and/or employees arising out of, relating to, or connected in any way with the Sweepstakes, the awarding or redemption of prizes, or the scope, enforceability, or applicability of this agreement to arbitrate ("Dispute") will be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA");
 - b. all arbitrations will be conducted in English at Seattle, Washington before a sole neutral arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"), to the extent they do not conflict with these Official Rules;
 - c. this arbitration agreement is made pursuant to a transaction involving interstate commerce and is governed by the Federal Arbitration Act ("FAA");
 - d. the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Participant may have entered into in connection with Sweepstakes;
 - e. the arbitrator shall apply Washington law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law;
 - f. the Dispute may not be arbitrated on a class or representative basis; arbitration may only be exercised to decide Participant's and/or Sponsor's individual claims or counter-claims; and to the fullest extent permitted by law, no arbitration shall be joined to an arbitration involving any other party, whether through class arbitration proceedings or otherwise;
 - g. the arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive, exemplary, treble, or other enhanced damages; however, these limitations on remedies may be deemed inoperative to the extent necessary to preserve the enforceability of the agreement to arbitrate;
 - h. in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD for claims less than \$10,000, or \$375 for claims greater than \$10,000 but less than \$75,000, and the Participant is unable (or not required under the applicable Rules and Procedures) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the Participant's behalf, subject to ultimate allocation by the arbitrator; additionally if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Participant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive;
 - i. each party shall bear its own expenses, including but not limited to expert witness and attorneys' fees;
 - j. any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction; and
 - k. with the exception of subpart (6) above, if any portion of this Rule is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed

in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein; if, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Rule shall be null and void, neither Sponsor nor Participant shall be entitled to arbitrate their dispute, and in any action or judicial proceeding, each party hereby waives any right it may have to trial by jury.

9. MISCELLANEOUS:

- a. **Disqualification:** It is the Participant's sole responsibility to ensure that he or she has complied in full with all conditions and requirements contained in these Official Rules. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and the prize forfeited, including forfeiture of any cash option. No mechanically reproduced, illegible, incomplete, forged, software generated, third party or other automated or robotic entries, in whole or in part, will be accepted or valid. Entries made by any individual or any entity other than the Participant and/or originating by any other mechanism, including but not limited to commercial Sweepstakes subscription notification and/or entering services, may be declared invalid and disqualified for this Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
- b. **Means of Participation and Fees:** Participants must timely submit their Entry as provided in these Official Rules. In no event will Sponsor be liable or responsible for any fees, charges, taxes, or costs of any other kind associated with or arising from any Participant's efforts to participate in the Sweepstakes, whether solely to participate in this Sweepstakes or otherwise.
- c. **Force Majeure and Errors:** Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify, suspend or extend the Sweepstakes in any way if it determines, in its sole discretion, that the Sweepstakes is impaired or corrupted or that fraud or technical problems, failures or malfunctions (including, without limitation, computer viruses or other deleterious programs or materials, glitches or printing or production errors) have destroyed or severely undermined the proper play, integrity, and/or feasibility of the Sweepstakes. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein or by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to printing, digital, computer programming, hardware or software, or production errors or for any reason, more potential winners come forward seeking to claim prizes in excess of the number of each type of prize as set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from

among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each Participant's sole and exclusive remedy under such circumstances.

- d. **Invalidity, Headings, Rule Modification:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsor.
 - e. **Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between Participant and Sponsor connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of Washington including procedural provisions 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 or jurisdiction's laws.
 - f. **Venue, Attorneys' Fees:** Notwithstanding the provisions of **Rule 8** above, any and all court actions and proceedings arising out of, relating to, or connected in any way with the Sweepstakes shall be subject to the exclusive jurisdiction and venue of the federal and state courts in King County, Washington. Each party to the action or proceeding shall bear its own attorneys' fees, expenses (including without limitation expert witness fees) and costs.
 - g. **Language Discrepancy:** In the event there is a discrepancy or inconsistency between disclosures or other statements contained in or displayed on any Sweepstakes materials, the Official Website, the Sweepstakes Facebook Page, and/or Prize Claim Documents and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
 - h. **Personal Information, Privacy:** Except as otherwise contemplated in these Official Rules, information collected from Participants is subject to Seattle Pride Hockey Association's "[Privacy Statement](http://www.seattlepridehockey.org/privacy)" (<http://www.seattlepridehockey.org/privacy>). By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Statement.
10. **OFFICIAL RULES:** These Official Rules are posted online at the Official Website. To receive a copy of the Official Rules, mail a self-addressed, stamped envelope to 2022 Pride Night Ticket Giveaway, Attn: Sweepstakes - Official Rules Request, PO Box 98256, Des Moines, WA, 98198. All requests must be received by December 31, 2022. Vermont residents with a return address located in Vermont may omit return postage. Limit one (1) request per outer envelope.
11. **WINNERS LIST:** For a list of official winners of any prize with an ARV greater than \$25, mail a self-addressed stamped envelope to 2022 Pride Night Ticket Giveaway, Attn: Sweepstakes - Winner List, PO Box 98256, Des Moines, WA, 98198,. All requests must be received by December 31, 2022. The list will be available no sooner than the end of the Sweepstakes Period, and will be mailed when the Sweepstakes are officially over, winners have been verified, and prizes have been claimed and awarded. Limit one (1) request per outer envelope.

- 12. PROMOTER & SPONSOR:** The 2022 Pride Night Ticket Giveaway is sponsored and promoted solely by Seattle Pride Hockey Association. Correspondence may be directed to 2022 Pride Night Ticket Giveaway, PO Box 98256, Des Moines, WA, 98198.

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