#### COACHELLA VALLEY FIREBIRDS ANHEUSER-BUSCH

#### HOME OPENER GIVEAWAY

# **OFFICIAL RULES**

SHP Development, LLC ("SHP" as administrator) and Anheuser-Busch Companies, LLC ("Anheuser-Busch" as sponsor) invite fans and locals to participate in its CV Firebirds Home Opener Ticket Giveaway (the "Giveaway"), subject to these Official Rules. Participants will enter to win the chance to attend the CV Firebirds opening game at Acrisure Arena on December 18, 2022 with three friends ("Guests"), an opportunity to sit in the penalty box during warmups, and an autographed game puck from opening night (estimated total retail value \$2,500.00 USD).

#### WHEN IS THIS HAPPENING?

The Giveaway commences on November 18, 2022 and ends December 5, 2022 (the "Giveaway Period").

# HOW TO ENTER

To enter, simply visit the CV Firebirds website (https://www.CVFirebirds.com) and submit an entry by providing your full name, date of birth, phone number, email address, and zip or postal code. Participants must provide all requested information to enter; incomplete or inaccurate entries will not be eligible to win. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Participants must provide all requested information to enter; incomplete or inaccurate entries will not be eligible to win. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, incomplete or inaccurate entries will not be eligible to win. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Participants must provide all requested information to enter; incomplete or inaccurate entries or entries generated by a script, macro or use of automated devices are void. Participants must provide all requested information to enter; incomplete or inaccurate entries or entries generated by a script, macro or use of automated devices are void. Participating locations will vary by location.

By participating in this Giveaway and/or claiming a Prize should you be selected as a Winner, you certify that you are at least 21 years old and a resident of the continental United States, and agree to these Official Rules and SHP's Terms of Use and Privacy Policy. You further certify that any Guest you select to participate in the Prize is at least 21 years old. Void in Florida, New York and Rhode Island. Your eligibility for this Giveaway is contingent upon these certifications. No purchase or payment is necessary; void where prohibited. The following SHP-affiliated and/or Anheuser-Busch-affiliated individuals, affiliate and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, and all other service agencies involved with the Sweepstakes are not eligible for this Giveaway: employees, independent contractors, consultants, and family members of SHP and/or Anheuser-Busch employees.

# PRIZE

The potential winner of the Giveaway ("Winner") will be selected by random drawing on or about December 6, 2022 from among all eligible entries received by the Sponsor. The decisions of Sponsor are final and binding on all matters relating to this Giveaway. Limit one (1) prize per person, family and per household.

The Winner will be awarded four (4) tickets to view the CV Firebirds opening game at Acrisure Arena on December 18, 2022, together with an opportunity to sit in the penalty box during warmups, and an autographed game puck from opening night (collectively, the "Prize").

Odds of winning depend on the number of entries received during the Giveaway Period. The Winner may not substitute a cash award in lieu of the Prize. The Winner is solely responsible for paying any applicable local, state, or federal taxes related to this Giveaway, as well as any costs and expenses associated with any Prize. Limit one entry per individual. SHP makes no warranty or guarantee regarding the Prize, express or implied, and the Prize is awarded on an "as-is" basis. By participating in this promotion and accepting any Prize, each participant agrees to abide by all applicable laws as well as all policies in force at SHP and/or Acrisure Arena. SHP reserves the right to substitute any Prize for a prize of equal or greater value if the original Prize cannot be honored for any reason. SHP further reserves the right, in its sole discretion, to refuse to honor any Prize if too few entries are received or if the participant claiming it is unruly, disruptive, uncooperative, fails to comply with any policies of SHP and/or Acrisure Arena, or may or does cause damage to any person, property, or the reputation of SHP and/or Acrisure Arena. The Prize, including any additional restrictions, is at SHP's discretion.

# HOW TO WIN

After the Giveaway Period ends, SHP will randomly select a Winner. Winner will be notified by email at the email address provided by the Winner in their entry by no later than 5:00pm December 7, 2022. Participants do not need to be present to win; however, Winner must respond to notice from SHP and/or Acrisure Arena in writing to accept and claim their Prize by no later than 5:00pm PST on December 9, 2022 (the "Response Deadline"). If SHP does not receive written confirmation that the Winner accepts their Prize by the Response Deadline, such Winner forfeits any right to or claim on the Prize, and SHP may select another Winner in the same manner described above. By claiming or accepting any Prize, Winner certifies that he or she agree to the terms and conditions set forth in these Official Rules.

Any Prize that is obtained in contravention of these rules or the local, state, or federal law will be deemed void and will not be honored. Prizes may not be sold or transferred. SHP will determine in its sole discretion whether any Prize has been improperly obtained, presented, or transferred.

#### **REPRESENTATIONS AND INDEMNIFICATION**

Each and every participant and/or Winner hereby represents and warrants that they have read these Official Rules, are fully familiar with their contents, and agree to abide thereby. The Winner shall be responsible and liable for the actions of any Guest who partakes of the Prize, including any third party to whom the Prize is gifted, sold or transferred. Each participant further agrees to indemnify, defend, discharge, release, forever acquit, and hold SHP, Anheuser-Busch, LLC, and their respective affiliated entities (including third-party partners) and their respective officers, employees, representatives, agents and contractors harmless against any and all demands, claims, actions, or proceedings of any kind, and from any and all injuries, damages, liabilities, costs, and expenses related to or arising out of the participation in the Giveaway, any Prize awarded, or any breach or alleged breach of any of the warranties, representations, or agreements of Participants hereto. Any Guest who participates the Prize in any way may be required by SHP to execute additional forms, releases, and/or waivers as a prior condition to participating in the Prize.

Winner and Guests may be required to provide proof of COVID-19 vaccination (i.e., at least two weeks will have passed between final vaccination date and the performance) and/or proof of negative COVID test within the time window specified by SHP and/or Acrisure Arena. Winner and Guests may also be required to wear masks in at all times at the performance in accordance with any SHP and/or Acrisure Arena policies. Acceptance of the COVID-19 documents presented by Winner and Guests are subject to SHP's approval in its sole discretion.

#### **RELEASE OF LIABILITY**

Participants agree to obey all applicable laws and regulations, including any local guidance or mandates related to any pandemic at the time of the Event, and to be bound by the Official Rules of this Giveaway. By participating in this Giveaway, you fully and unconditionally release SHP from 1) all claims for liability arising from or related to your participation in the Giveaway, and 2) all claims related to a participant's acceptance, receipt, possession, loss, and/or misuse of any entry or Prize.

SHP and Anheuser-Busch make no representations regarding the effects, condition, safety or potential exposure risks related to COVID-19, any pandemic-related precautions that are required or not required by SHP, or attendance at the performance.

In the event SHP is unable to continue the Giveaway or to honor any Prize due to any event beyond its control, including but not limited to technological errors, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil unrest, terrorist threat or act, war (declared or undeclared), or any local, state, or federal law, order, or regulation, then subject to any governmental approval that may be required, SHP reserves the right to modify, suspend, extend or terminate the Giveaway and rules.

# **DATA PRIVACY**

Private or personally-identifying information collected in connection with this Giveaway may be retained by SHP and Anheuser-Busch, sold, shared with business partners, or used for marketing purposes. By participating in the Giveaway, you consent to SHP's and Anheuser-Busch's collection and use of your personal information as described in our privacy policy available here: <u>https://cvfirebirds.com/privacy-policy</u> and <u>https://www.anheuser-busch.com/privacy-policy/</u>.

# DISPUTES

This Giveaway and these rules are governed by the laws of United States and the State of California. As a condition of participating in the Giveaway, Participants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with the Giveaway, shall be resolved individually, without resort to any form of class action, by final and binding arbitration administered by JAMS and conducted in Los Angeles, California before a sole arbitrator in accordance with the rules of JAMS.

Please direct questions regarding this Giveaway to SHP Development, LLC, Attn: Samantha Wright, 42600 Cook Street, Suite 201, Palm Desert, CA 92211