

## **WIN DAVE'S SEATS TICKET GIVEAWAY**

### **OFFICIAL RULES**

SHP Development, LLC (“SHP” or “Sponsor”) invites fans and locals to participate in its Win Dave’s Seats Ticket Giveaway (the “Giveaway”), subject to these Official Rules. Participants will enter for a chance to win four (4) tickets to attend the Coachella Valley Firebirds vs Henderson Silver Knights match on Saturday, March 25, 2023 at Acrisure Arena in Palm Desert, CA (estimated total retail value for each set is \$340.00 USD).

#### **WHEN IS THIS HAPPENING?**

The Giveaway commences at 11:00am Pacific Time on March 20, 2022 and ends at 10:00am Pacific Time on March 24, 2023.

#### **HOW TO ENTER**

To enter, simply visit <https://cvfirebirds.com/win-daves-seats> and submit an entry by providing your full name, date of birth, phone number, email address, zip or postal code, and any other information that may be required. 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.

By participating in this Giveaway and/or claiming a Prize should you be selected as a Winner, you certify that you are at least 18 years old and a legal 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 (a “Guest”) is at least 18 years old, unless the Winner is the parent and/or legal guardian of the Guest, and then the Guest must be at least 10 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 to enter; void where prohibited. Employees, directors, officers, and agents of SHP and its respective parent companies, divisions, dealers, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Giveaway, as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to enter or win.

#### **PRIZE**

One (1) winner (the “Winner”) will be randomly selected from among the eligible entries to win and be awarded four (4) tickets to attend the Coachella Valley Firebirds vs Henderson Silver Knights match on Saturday, March 25, 2023 at Acrisure Arena.

Odds of winning depend on the number of entries received. 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 the Prize. Limit one entry per individual. SHP make no warranty or guarantee regarding the Prize, express or implied, and the Prize is awarded on an “as-is” basis. By participating in this Giveaway and accepting any Prize, each participant agrees to abide by all applicable laws as well as all policies in force by SHP and/or Acrisure Arena, including, without limitation, with respect to use of the Prize and attendance at the event. 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.

The Prizes are non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the Prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion. Exact seat locations will be determined by Sponsor. The terms and conditions of the tickets awarded as prizes will govern in the event a game, event or exhibition, is not played due to weather, an Act of God, an act of terrorism, civil disturbance, work stoppage or any other reason. All costs and expenses associated with Prize acceptance and use not specified herein as being provided, including but not limited to any lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of Winner. All Prize details are at Sponsor's sole discretion.

## **HOW TO WIN**

After the Giveaway Period ends, SHP will randomly select the Winner from the pool of entries. Winner will be notified by email at the email address provided by the Winners in their entry by no later than January 5, 2023. Participants do not need to be present to win; however, Winners must respond to notice from SHP in writing to accept and claim their Prize by no later than 24 hours after being notified (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 the 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 in the Prize, including any third party to whom the Prize is gifted, sold or transferred. Each participant agrees to indemnify, defend, discharge, release, forever acquit, and hold SHP and its 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.

The Winner and any Guest may be required to provide proof of COVID-19 vaccination (i.e., at least two (2) 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. The Winner and any Guest may also be required to wear masks at all times at the performance in accordance with any SHP policies. Acceptance of the COVID-19 documents presented by the Winner and any Guest are subject to SHP's approval in their sole discretion. The Winner and any Guest who participates in 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.

## **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 any event related to the Giveaway or the Prize, 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 makes 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.

## **PUBLICITY**

Except where prohibited, participation in the Giveaway constitutes each entrant's permission for the Sponsor and their agencies and designees to use entrants' names, social media handles, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.

## **DATA PRIVACY**

The personal information collected through this Giveaway is subject to Sponsor's Privacy Policy located at <https://www.acisurearena.com/privacy-policy>. By entering this Giveaway, each entrant agrees that the private or personally-identifying information collected in connection with this Giveaway may be retained by SHP, sold, shared with business partners, or used for marketing purposes. By participating in the Giveaway, you consent to SHP's collection and use of your personal information as described in our privacy policy available here: <https://cvfirebirds.com/privacy-policy/>.

## **DISPUTES**

The Promotion and these Official Rules are governed by the laws of the United States and the State of California. Each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by federal courts located in Los Angeles, California; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred,

including costs associated with entering this Giveaway and in no event will entrants be permitted to obtain attorneys' fees or other legal costs; and (iii) under no circumstances will entrants be permitted to obtain awards for and entrants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

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

Please direct questions regarding this Giveaway to Firebirds Ticket Giveaway Attn: Jason Gurzi at [jgurzi@cvfirebirds.com](mailto:jgurzi@cvfirebirds.com)