## **OFFICIAL RULES OF THE TICKETMASTER<sup>®</sup> EVERY HOME GAME – @GIANTS SWEEPSTAKES**

## NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter, Pinterest, or any other social media platform. You understand that you are providing your information to Promotion Entities, and not to Facebook, Instagram, Twitter, Pinterest, or other social media platform.

**Eligibility:** The Ticketmaster<sup>®</sup> Every Home Game - @Giants Sweepstakes ("Promotion") is open only to natural persons who are legal residents of United States of America or Canada (except Quebec) who have a valid social security or tax ID number, and who are at least eighteen (18) years of age at the time of entry. Promotion may only be entered from and in eligible jurisdictions. The NFL Entities (as defined below), Promotion Entities, prize providers, and their respective parent, subsidiary and affiliate companies, employees, agents, and suppliers, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate. In the event of a dispute as to the identity of an entrant, the authorized account holder of the account will be deemed to be the entrant. Administrator may request any potential winner to provide proof that such person is the winner. All potential winners are subject to verification before any prize will be awarded. Subject to all applicable, federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**Sponsor:** The Sponsor of the Promotion is Ticketmaster L.L.C. ("Sponsor").

Administrator: The Administrator of the Promotion is Ticketmaster L.L.C. ("Administrator").

Sponsor and Administrator are collectively referred to herein as "Promotion Entities".

**Timing:** The Promotion period begins at 9:00 AM Pacific Time ("PT") on August 3, 2018 and ends at 9:00 AM PT on August 24, 2018. Administrator's clock is the official time keeping device of the Promotion.

**How To Enter:** There are three (3) ways to enter via Internet:

- 1. Via Instagram, follow these steps:
  - a. Take a photo ("Photo") OR create a video ("Video") showing how you live for live football\*,
  - b. Log into your Instagram account and follow @Ticketmaster,
  - c. Upload your Photo or Video with the one (1) required hashtag #TicketmasterNFLEntry and tag @nygiants (the stated required actions are collectively an "Entry").
- 2. Via Twitter, follow these steps:
  - a. Take a photo ("Photo") OR create a video ("Video") showing how you live for live football\*,
  - b. Log into your Twitter account and follow @Ticketmaster,
  - c. Upload your Photo or Video with the one (1) required hashtag #TicketmasterNFLEntry and tag @Giants (the stated required actions are collectively an "Entry").
- 3. To enter without an Instagram or Twitter account, Photo, or Video, go to <a href="https://goo.gl/Pste7C">https://goo.gl/Pste7C</a> and complete the free alternative entry Promotion registration form and submit ("Entry").

<u>\*For Instagram or Twitter Entry</u>: Photo or Video must be a new upload. If you wish to add the required hashtag to an existing Photo or Video, you will need to re-upload. Video shall be at least seven (7) seconds and no longer than forty-five (45) seconds. Photo or Video shall not violate the Instagram or Twitter platform terms of use. Entrant's Instagram or Twitter account must be set to public at time of Entry and until September 15, 2018, or until the winner has been verified, whichever comes first, as entries with a private account setting may not be captured. Promotion Entities are not responsible for the functionality of the Instagram or Twitter platforms, including changes that may interfere with the Promotion or the ability of a potential entrant to participate in the Promotion. To enter via Instagram or Twitter method, a participant must be a registered user of Instagram or Twitter. If a participant is not a registered user of Instagram or Twitter, the participant can visit <u>www.instagram.com</u> and/or <u>https://twitter.com</u> to register for free. Registration for and use of the Instagram or Twitter platform is subject to their terms and conditions and Promotion Entities have no responsibility with respect to such registration or use.

## Photo or Video is optional and is for fan engagement purposes only. Photo or Video will have no bearing on winner selection.

<u>For all entries</u>: Each participant is eligible to submit up to one (1) Promotion entry during the Promotion Period, regardless of method or combination of methods of entry or number of entries submitted. Multiple entrants are not permitted to share the same email address or other relevant account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated

technology or system to participate is prohibited and will result in disqualification. Any automated receipt (such as one confirming delivery of text message or e-mail) does not constitute proof of actual receipt by Administrator of an Entry. Promotion Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. All entries become the property of the Administrator and none will be acknowledged or returned. If entrant submits a Photo or Video, entrant agrees to the Official Rules and represents that entrant owns/has permission to use all rights to it, and will indemnify Live Nation Entertainment, Inc. and NFL Entities ("Released Parties") for such use, and that entrant grants Released Parties the perpetual & unlimited right to use, exploit, modify, and otherwise distribute it & entrant's name, location, likeness & statements accompanying it in or to promote Released Parties' merchandise, publications, social media, and/or promotions without further compensation. Released Parties are not obligated to use, publish, display or broadcast any Entry materials submitted with an Entry; provided however that each entrant acknowledges that Administrator will rely on such entrant's agreement and compliance with these Official Rules when entrant submits or attempts to submit the Entry. As conditions of Entry into this Promotion, and submitting an Entry, each entrant:

1. Warrants and represents that the entrant has the written consent, release, and/or permission of each and every identifiable individual person (if applicable) in the Entry to use his/her respective name or likeness to enable inclusion and use of the Entry in the manner contemplated by the Promotion Entities and these Official Rules, and can make written copies of such permissions available to the Promotion Entities upon request;

2. Acknowledges and agrees that the Promotion Entities may exploit, edit, modify, display, sell, and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or not currently known, throughout the world in perpetuity without compensation, permission or notification to entrant or any third party. Promotion Entities have the right to sublicense Art to third parties, including without limitation, to Live Nation Entertainment, Inc. or Artist, throughout the world in perpetuity without compensation, permission or notification to entrant or on the sublicense and the party is the sublicense of the world in perpetuity without compensation, permission or notification to entrant or any third party;

3. Warrants and represents that entrant's Entry is original to the entrant and has been legally obtained and created, does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws or regulations;

4. Entrants who are not yet at the age of majority in the jurisdiction in which they reside will be required to obtain parental or legal guardian consent to be eligible to be declared a grand prize winner (as hereinafter defined);

5. Warrants and represents that entrant's Entry does not contain any unlicensed images;

6. Agrees to conduct him/herself with due regard to public conventions and morals, and shall not do or commit any act that would tend to prejudice the Promotion Entities during the Promotion Entry Period and for up to one (1) year following acceptance of the prize; and in the event an entrant cannot provide all required releases, Promotion Entities reserve the right, in their sole discretion, to disqualify the applicable Entry, or seek to secure the releases and clearances for Promotion Entities' benefit, or allow the applicable Entry to remain. Entrants agree that Entry shall not contain, include or involve any of the following:

- Obscenity
- Crude, vulgar or offensive pictures, depictions, images, language and/or symbols
- Gang signs or symbols
- Violence
- Explicit sexual activity
- Nudity
- Illegal drug or alcohol use
- Commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- License plates, phone numbers, personal addresses (physical or email or otherwise)
- Website or web page links

• Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliation of other people (publicly or otherwise), any assault or threatening of others

- Trespass or the violation of other people's rights or property
- Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
- Conduct or activities in violation of these Official Rules
- Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Promotion Entities, in their sole discretion.

**Prize:** One (1) Grand Prize consisting of two (2) reserved tickets to each regular season New York Giants home game at MetLife Stadium in East Rutherford, NJ scheduled to take place during the regular 2018 NFL Season. Selection of game seat location is solely within Promotion Entities discretion. Parking, travel, incidentals, and accommodations are not included. Winner and guest(s) must abide by all stadium policies. Promotion Entities reserve the right to not award any prize to, or to revoke full or partial prize from, any winner or winner's guest who Promotion Entities and/or stadium personnel deem may, in their sole discretion, if not following the NFL and Giants Fan Code(s) of Conduct, be intoxicated, be a safety risk, have violated any team or stadium policy or law, and/or may bring Promotion Entities into disrepute. All other expenses not specifically mentioned herein are solely the winner's responsibility. If winner is a minor in his/her state/province of residence, the guest must be winner's parent or legal guardian. A minor may accompany winner as a guest only if the winner is the minor's parent or

legal guardian. Minors must be accompanied at all times by minor's parent or legal guardian. Winner and guest must have all necessary identification (e.g., a valid Canada or U.S. government issued Passport or a valid state issued driver's license or photo identification card, as applicable) required for identification purposes. Winner understands that there are inherent risks involved in game attendance and that these risks may be present before, during and after the game. Promotion Entities are not responsible for changes in schedule or for any expenses incurred as a consequence. An unclaimed and/or unused prize element will remain the property of Promotion Entities. Resale of tickets is prohibited. Approximate Retail Value of the Grand Prize is: Two Thousand One Hundred Ninety Two Dollars (\$2,192.00), depending upon seat location. Any difference between stated approximate retail value and actual value of prize will not be awarded.

Odds of winning the prize depend on the number of eligible entries received. There will be only one prize per winner. Lost or stolen prizes will not be replaced. Prize does not include any other item or expense not specifically described in these Official Rules, and any such additional expenses are the sole responsibility of winner. Prizes may not be transferred or assigned. Only listed prizes will be awarded and no other prizing or substitutions will be made except at the sole discretion of Administrator. Winners agree to accept the prize "as is", and entrants hereby acknowledge that Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. **Any valuation of the prize stated above is based on available information provided to Administrator and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide Administrator with a valid taxpayer identification number or social security number before any prize will be awarded. A Form 1099 will be issued to the winner for value of prize \$600 or more.** 

**Selection and Verification of Potential Winner:** Administrator will randomly select one (1) potential Grand Prize winner from all eligible entries on or about August 24, 2018. Administrator's decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Administrator reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Promotion, or obtained winner status using fraudulent means.

All potential winners are subject to verification by Administrator. Administrator will not accept screen shots or other evidence of winning in lieu of its validation process. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner will be notified by mail, email or phone. Each potential prize winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") (except where prohibited), which must be received by Administrator within forty-eight (48) hours of the time notice or attempted notice is sent, in order to claim a prize (if applicable). If a winner is a minor, the Affidavit (except where prohibited) must also be executed by the winner's parents or legal guardians. If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit within the required time period (if applicable), declines the prize or prize is returned as undeliverable, such potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Administrator will award the corresponding prize to an alternate winner by random drawing from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these Official Rules. Only three (3) alternate winners will be selected, after which the prize will remain un-awarded.

If a potential winner is a Canadian resident, upon notification, the selected entrant, must, unaided, correctly answer a time-limited mathematical skill- testing question. In the event that a selected entrant is unable to answer the skill-testing question correctly, the Administrator shall have the right to disqualify said entrant and to randomly draw another eligible Entry, and the Administrator shall be fully and completely released and discharged from any liability or responsibility in this regard.

**Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Promotion Entities' use of winner's name, social media identity, likeness, photograph, voice, opinions, hometown and state for promotional purposes in connection with this Promotion in any media, worldwide, without further payment or consideration.

**Privacy:** Information submitted by entrants will be collected by Administrator's systems based in the United States and such collection will be subject to applicable United States laws. Entrants may withdraw personal data upon request; however, entrant will be disqualified if personal data is withdrawn prior to the determination of the winners and fulfillment of the prizes. Information submitted by entrants is subject to Administrator's privacy policy: http://www.ticketmaster.com/h/privacy.html. Entrant's participation in this Promotion constitutes consent for Administrator to use entrant's personal information solely for the purpose of administering the Promotion and awarding the prizes, unless entrant has opted to receive e-mail communications or SMS messages from Administrator. For information regarding Sponsor's privacy policy, please visit http://www.nfl.com/help/privacy.

**Errors and Unauthorized Activity:** Promotion Entities and NFL Entities are not responsible: (1) for any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) for technical and/or communications malfunctions, errors or failures of any kind; (3) for unauthorized human intervention in any part of the Promotion; (4) for technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) for any

injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize; or (6) if the Promotion cannot take place or if any prize cannot be awarded due to acts of war, natural disasters, weather or acts of terrorism. If for any reason an entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Promotion, provided that if it is not possible to award another Entry due to discontinuance of the Promotion, or any part of it, for any reason, Administrator, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. Administrator reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Promotion Entities' reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Administrator in its sole discretion. In such event, Administrator reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Administrator reserves the right, in its sole discretion, to disqualify any individual it suspects or finds to be tampering with the Entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Promotion Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. Promotion Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Release:** By participating in the Promotion, entrant (a) releases the NFL Entities (as described below), Promotion Entities, prize providers, promotional agencies, franchisees, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, from any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Promotion, including the unauthorized or illegal access to personally identifiable or sensitive information or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; and (b) acknowledges that the foregoing parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, without limitation, the prize quality or availability.

**Disputes:** As a condition of participating in the Promotion, entrant agrees that: a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Promotion or the prizes awarded, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Promotion Entities reserve the right to modify prize award procedures. The Promotion and these Official Rules, and the validity, construction, performance, and enforcement thereof, shall be governed by and construed in accordance with the laws of 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.

**Winner's List:** To obtain the winner's name, mail your request and a self-addressed, stamped envelope, up to sixty (60) days after the close of the Promotion, to **The Ticketmaster® Every Home Game – @Giants Sweepstakes** WINNER LIST, % Ticketmaster LLC, 7060 Hollywood Blvd., Hollywood, CA, 90028, Attention: Sweeps Dept.

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Participant irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Promotion or the prizes awarded. The NFL Entities have not offered or sponsored this Promotion in any way.