

## **OFFICIAL RULES:**

### SAN DIEGO GULLS FAN APPRECIATION NIGHT SWEEPSTAKES (2018-19) OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE SAN DIEGO GULLS FAN APPRECIATION NIGHT SWEEPSTAKES (“Sweepstakes”).**

**By entering into the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these official rules (“Official Rules”) and the decisions of San Diego Gulls Hockey Club, LLC (“Sponsor”) which shall be final and binding in all matters relating to these Sweepstakes. This Sweepstakes is not sponsored, endorsed or administered by, or associated with, Facebook.**

**Sweepstakes begins at 10:00 a.m. PST on April 3, 2019 and ends at the conclusion of the San Diego Gulls home game on April 5, 2019 (“Sweepstakes Period”).**

1. Eligibility. To be eligible to win, entries must be received by Sponsor during the Sweepstakes Period and must meet these eligibility requirements. Only one (1) entry per person/e-mail address regardless of method of entry (except attending the Game and receiving a “scratch and win” card shall not be considered two (2) entries). Any attempt to submit more than one (1) entry per person or e-mail address may result in disqualification. All winners must be at least eighteen (18) years of age and reside in California at the time of entering. At any time during the Sweepstakes, Sponsor reserves the right in its sole discretion to disqualify and eliminate any entry or other submission from an entrant for any reason, including but not limited to, because Sponsor believes the entry does not comply with these Official Rules. In the event that a Sweepstakes winner is disqualified after the Sweepstakes, an alternate Sweepstakes winner will be selected from among the remaining eligible entries, if practicable. Unclaimed prizes shall remain the property of Sponsor. Sponsor and the entities providing the Prizes described below, including, without limitation, Anaheim Ducks Hockey Club, LLC, Sharp Business Systems, Inc., Baja Lobster Group of Old Town, Inc., Jerome’s Furniture Warehouse, Dino’s Gyros, Inc., The Unicorn Jewelers, Inc., PJ Management Services, Inc., Broadhead Power Sports, doing business as Indian Motorcycle of San Diego, Soleil Communications, Inc., Bare & Beards LLC, California Coast Credit Union, Honda Dealers of San Diego, Inc., their respective officers, employees, directors, affiliates, retailers, subsidiaries, advertising and promotion agencies, sponsors, dealers, (collectively, “Sponsor Entities”) and the immediate families of each are not eligible. If the winner is unable to participate in the event during the dates designated by the Sponsor, Sponsor reserves the right to deem that prize forfeited in its entirety. The Sweepstakes is subject to all applicable federal, state, and local laws, rules, and regulations.

2. How to Enter. Enter the Sweepstakes one of two ways: (1) attend the San Diego Gulls home game at Pechanga Arena San Diego on April 5, 2019 (“Game”) (“Game Entry”) or (2) enter without purchase at [http:// www.sandiegogulls.com/fanappnight](http://www.sandiegogulls.com/fanappnight) and follow the instructions to submit the alternate entry (“Alternate Entry”). Guests will receive one (1) “Scratch and Win” card upon entry to the Game, which will serve as the Game Entry with respect to the Gulls prizes described below. “Scratch and Win” cards are a limited promotion, are not redeemable for cash, cannot be resold or duplicated and must be redeemed by the end of Fan Appreciation Night at Pechanga Arena San Diego. Sponsor reserves the right to confirm eligibility prior to distributing the cards. Notwithstanding anything to the contrary in these Official Rules, Alternate Entries must be received by 5:00 p.m. April 4, 2019 (“Alternate Entry Deadline”). The number of ticket purchaser entries versus alternate entry sweepstakes participants will be mathematically determined based upon the proportion of each entry type. Sponsor is not responsible for late or misdirected entries, or for electronic, network, computer, hardware or software malfunctions, failures or difficulties. The Alternate Entry will be deemed received when the entry is received by Sponsor. All Entries must meet the eligibility requirements of these Official Rules and, except with regard to Alternate Entries which must be received by the Alternate Entry Deadline, must be received by Sponsor by the conclusion of the Sweepstakes Period. Odds of winning the prizes described in these Official Rules depend on the number of eligible entries received during the Sweepstakes Period. Entries must be completed in good taste, and shall not contain content that is obscene or indecent, and shall not include profanity or pornography, drugs, alcohol, phone numbers, offensive or derogatory statements or gestures that may be offensive to individuals of a specific race, religion, ethnicity, sexual orientation or socioeconomic group, or other content deemed inappropriate by Sponsor. In the event any entry is deemed inappropriate by Sponsor, that entry will be deemed ineligible. Sponsor is not responsible for late or misdirected entries, or for electronic, network, computer, hardware or software malfunctions, failures or difficulties.

3. Selection and Notification of Alternate Winners to Participate in Sweepstakes. On or about April 4, 2019 Sponsor will randomly select from all eligible and complete Alternate Entries a determined number of entrants who submitted Alternate Entries to receive a free admission ticket to the Final Game to participate in the Sweepstakes (each, an “Alternate Entry Participant”). Alternate Entry Participants will be notified by Sponsor by email and telephone using the entrant’s email address and telephone

number provided at time of entry. Sponsor will make one (1) attempt to contact each Alternate Entry Participant by the method described above within one (1) business day after such entrant's name is drawn. If Sponsor is unable to reach an Alternate Entry Participant by the method described above within such time, that Alternate Entry Participant will be disqualified and another Alternate Entry Participant will be drawn from all remaining eligible Alternate Entries. If notification is by telephone, Sponsor is not required to leave a message for an Alternate Entry Participant on an answering machine or voicemail. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by an Alternate Entry Participant for any reason. The number of Alternate Entry Participants will be determined based on the proportion of alternate entries to the estimated Final Game attendees. In the event of a dispute regarding Alternate Entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry used to enter will be deemed to be the entrant and must comply with these Official Rules. In the event of a dispute regarding Alternate Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry used to enter will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the email account by the organization authorized to assign the email.

4. Winner Selection and Notification. On or about April 4, 2019 ("Drawing Date"), Pechanga Arena San Diego seat locations will be randomly selected by Sponsor and the holders of the admission tickets for the selected seat locations for the Final Game will be deemed the winners. Winners will be notified by having their seat locations announced or otherwise displayed during the Final Game or related events. Sponsor may, in its sole discretion, post the prizes and applicable seat locations (if known) on [www.sandiegogulls.com/fanappnigh](http://www.sandiegogulls.com/fanappnigh) after the Final Game. Odds of winning depend upon the number of attendees at the Final Game. Sponsor reserves the right, in its sole discretion, to eliminate any participant whose appearance or behavior may be deemed to be detrimental to the Sponsor or who violates any laws or the rules and regulations of the Honda Center. If any winner is found to be ineligible or he/she has not complied with the Official Rules or declines a Prize for any reason prior to award, such winner may be disqualified and an alternate winner may be randomly selected (by seat location) from all remaining eligible entries in Sponsor's discretion. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a winner for any reason. In the event of a dispute regarding the identity of the holder of the ticket for a selected seat location, Sponsor may require proof of purchase or any other information that Sponsor may determine necessary in order to determine the winner, or, in Sponsor's sole discretion, Sponsor may determine that seat location to be ineligible for the Sweepstakes and may randomly select another winner (by seat location) from all remaining eligible entries.

5. Prizes. The following prizes (each, a "Prize" and collectively, "Prizes") will be awarded to the eligible winners during the Final Game as follows:

- Twenty (20) prizes of one (1) San Diego Gulls Jersey Off the Back – ARV \$400\*
- Two (2) prize of one (1) weekend motorcycle rental from Indian Motorcycles – ARV \$500
- Ten (10) prizes of one (1) \$25 Rockin' Baja Lobster Gift Card – ARV \$25
- One (1) prize of one (1) 2-Night weekend stay at Welk Resorts – ARV \$500
- Ten (10) prizes of two (2) two-topping medium pizzas from Papa John's – ARV \$25
- One (1) prize of one (1) Skin Care Treatment from Bare & Beards – ARV \$550
- Ten (10) prizes of one (1) \$20 Dino's Gyros Gift Card – ARV \$20
- One (1) prize of one (1) Sharp 55" TV – ARV \$400
- One (1) prize of two (2) tickets to Billie Eilish Concert provided by Cal Coast Credit Union – ARV \$582
- Ten (10) prizes of one (1) Gulls Beach Set provided by San Diego Honda Dealers – ARV \$25\*
- One (1) prize of one (1) Seiko Watch provided by Unicorn Jewelry – ARV \$550
- Three (3) prizes of one (1) \$100 Jerome's Gift Card – ARV \$100
- Three (3) prizes of one (1) \$100 Gulls Merchandise Gift Card – ARV \$100\*
- Five (5) prizes of one (1) \$50 Gulls Merchandise Gift Card – ARV \$50\*
- Two (2) prizes of one (1) Gulls Team Autographed Jersey – ARV \$250\*
- Four (4) prizes of one (1) Anaheim Ducks Player Autographed Photo – ARV \$50
- One (1) prize of one (1) Anaheim Ducks Team Autographed Jersey – ARV \$250
- Two (2) prizes of one (1) Gulls Team Autographed Mini Helmet – ARV \$100\*
- Four (4) prizes of one (1) Gulls Team Autographed Hockey Stick – ARV \$150\*
- One (1) prize of two (2) tickets and transportation to a 2019-20 Anaheim Ducks home game – ARV \$500
- One (1) prize of two (2) Gulls Season Tickets for the 2019-20 regular season – ARV \$952\*

\*See Game Entry specifications above.

6. Claiming Prizes. Winners may be required to redeem their Prizes in accordance with Prize-specific requirements, such as redeeming the Prize by a specified date or through a specified third party. Sponsor may require any or all winners to claim their

Prize in person at a designated Prize Redemption Center at the Pechanga Arena San Diego on April 5, 2019. Any costs or expenses associated with claiming the prize at the above-described location are the sole responsibility of the winner. Winner may also be required to execute a "Consent, Indemnification, Waiver and Release Agreement" and/or an Affidavit of Eligibility and to provide legal and valid photo identification. In some cases, as a convenience to the winners, Sponsor Entities may elect to mail the prize, the Liability/Publicity Release and the Affidavit of Eligibility, if applicable, to the address provided on the entry. Sponsor Entities shall have no liability for non-delivery, and are not responsible for any mishandling by the U.S. Mail or any other delivery service of any of the prizes. If a Prize is not claimed within a time period designated by Sponsor, Sponsor, in its sole discretion, may select a winner from all remaining eligible entries.

7. Additional Prize Terms. Sponsor may add additional prizes before the conclusion of the Sweepstakes and such prizes shall be included in the definition of "Prize". Winner may not substitute, assign or transfer any Prize, or redeem any Prize for cash, but Sponsor reserves the right to substitute any Prize with a prize of equal or greater value should the advertised Prize become unavailable for any reason. Since winners are selected by seat location, Winner must be present to receive a Prize. Winners may be required to execute Sponsor's Consent, Indemnification, Waiver and Release Agreement, Use Agreement, or a similar agreement required by Sponsor or any of the Sponsor Entities and an Affidavit of Eligibility in order to redeem any prize. Seat locations of tickets and/or for events to be determined by Sponsor or Sponsor Entities in their sole discretion. The Prize must be redeemed and fully used between the dates as designated by Sponsor or the Sponsor Entities. Any unused portion will be forfeited. For all Prizes which the date, time, location and other specifics are not detailed in these Official Rules, the date, time, location and other specifics of such Prize shall be determined by Sponsor or the Sponsor Entities. Prizes are non-transferrable and Sponsor and Sponsor Entities reserve the right to deem a Prize forfeited if Prize is sold, conveyed or otherwise transferred.

8. Limitation of Liability; No Warranties and Release. By entering into this Sweepstakes, you accept and agree that (a) Sponsor Entities and their respective affiliates, officers, directors, employees and agents do not have and will not have any liability whatsoever for, and shall be held harmless against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes related activity; or for any typographical or other error in the printing, offering or announcement of any prize; (b) the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, expressed or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.); (c) Sponsor and its affiliates, officers, directors, employees and agents will have no liability whatsoever for entries that are late, incomplete or not received for any reason; and (d) except where legally prohibited, winners grant (and agree to confirm the grant in writing) permission for Sponsor, its companies, advertising and promotion agencies and those acting under their authority to use his/her name, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation. By participating in the Sweepstakes, you expressly waive and relinquish all rights and benefits afforded by California Civil Code Section 1542 and do so understanding and acknowledging the significance of this specific waiver of Section 1542. Section 1542 states as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

9. Cancellation of Events. Sponsor is not responsible for any postponement or cancellation, for any reason, of any event, exhibit or attraction forming part of the prize(s).

10. Cash Value and Taxes. Winners are solely responsible for any and all expenses, and applicable federal, state and local taxes. If applicable, all winners should expect to receive a tax form 1099 for the value of the prize as provided by current tax laws. Unless otherwise specified herein, no prize can be redeemed for cash or replaced if lost or stolen. Sponsor Entities reserve the right to replace and/or substitute a like prize of equal value, should the specified prize, or any portion thereof be unavailable, for any reason.

11. Amendment of Rules and Termination of Sweepstakes. The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Sponsor reserves the right to amend these Official Rules, or terminate, suspend or modify the Sweepstakes, at its sole discretion. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

12. Void Where Prohibited. This Sweepstakes is void where prohibited or where restricted beyond the restrictions set forth in these Official Rules, by law. Sponsor does not warrant that the Sweepstakes is valid in any particular state or jurisdiction. All applicable federal, state and local laws and regulations shall apply.

13. Winners List. Sponsor will maintain all records relating to the Sweepstakes as required by law. For a list of winners, send a self-addressed, stamped envelope with your written request to the address below to the attention of San Diego Gulls Marketing Department, Attn: Fan Appreciation Night Sweepstakes within six (6) weeks after the Drawing Date.

14. Governing Law and Jurisdiction. ALL ISSUES CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND/OR ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS, SPONSOR AND/OR SPONSOR ENTITIES IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING ANY EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. ENTRY INTO THE SWEEPSTAKES GIVES EACH ENTRANT'S CONSENT TO THE SOLE JURISDICTION OF THE SUPERIOR COURTS OF ORANGE COUNTY, STATE OF CALIFORNIA.

15. Sponsor. San Diego Gulls Hockey Club, LLC, 7575 Hazard Center Drive, Suite 1075, San Diego, CA 92108.