

## **GILA RIVER ARENA VALENTINE'S DAY STAYCATION CONTEST OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ELIGIBILITY:** The Contest is open to legal residents of the contiguous United States and the District of Columbia, excluding Rhode Island, New York, and Florida, who are of legal age of majority in the jurisdiction in which they reside (and at least 18 years old) at the time of entry. Employees, officers and directors (including immediate family members (spouse, child, sibling, parent and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of AEG Facilities (the "Sponsor"), Anschutz Entertainment Group, Inc., Bar Louie, Renaissance Hotels, Massage Envy and each of their respective parents, affiliated companies, subsidiaries, advertising and promotion agencies associated with the Contest are not eligible to participate or win a prize. The Contest is subject to all applicable federal, state and local laws, rules and regulations. Void outside contiguous United States and the District of Columbia, excluding Rhode Island, New York, and Florida, and where otherwise prohibited or restricted by law, rule or regulation.

**OBJECT OF CONTEST:** The object of the Contest is to select a winner for Gila River Arena Valentine's Day Staycation Giveaway. Sponsor's Marketing Department will judge all eligible entries received based on criteria set forth in the Judging section below.

**HOW TO ENTER:** The Contest begins at 12p.m. MT on February 8, 2019 and ends at 5p.m. MT on February 11, 2019 ("Entry Period"). During the Entry Period, there are only two (2) ways to enter: Facebook and Instagram. No other methods of entry will be accepted. Limit one (1) entry per person, and per e-mail address. Multiple entries received from any person or e-mail address or household in excess of the stated limitation will be void.

**Facebook:** You must be a registered user of Facebook. If you are not a registered user of Facebook, you may sign-up for free by visiting [www.facebook.com](http://www.facebook.com) or downloading the Facebook application on your mobile device and following the enrollment instructions. Once you have registered, you may enter by visiting <https://www.facebook.com/GilaRiverArena> during the Entry Period and follow the instructions provided to fully complete and submit your entry. Entrants must share the post, follow Gila River Arena on Facebook, and "tag" someone in the comments section. By sharing, following us, and tagging one person, you will be automatically entered in the Contest. If you use your mobile phone to access Facebook, standard data fees may apply. See your wireless provider for pricing plan details. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to Sponsor and not to Facebook. By submitting your completed entry form and all other requested information as directed, you will receive one (1) entry in the Contest.

**Instagram:** You must be a registered user of **Instagram**. If you are not a registered user of Instagram, you may sign-up for free by visiting [www.instagram.com](http://www.instagram.com) or downloading the Instagram application on your mobile device and following the enrollment instructions. Once you have registered, you may enter by visiting <https://www.instagram.com/gilariverarena/> during the Entry Period and follow the instructions provided to fully complete and submit your entry. Be sure to follow @GilaRiverArena on Instagram, and "tag" one person in the comments. By following us and tagging one person, you will be automatically entered in the Contest. If you use your mobile phone to access Instagram, standard data fees may apply. See your wireless provider for pricing plan details. This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. You are providing your information to Sponsor and not to Instagram. By submitting your completed entry form and all other requested information as directed, you will receive one (1) entry in the Contest.

All information submitted by entrants is subject to, and will be treated in a manner consistent with Terms of Use accessible at <http://www.GilaRiverArena.com>, and Privacy Policy accessible at <http://www.GilaRiverArena.com>, (both of which are incorporated herein by reference). Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete entries are void. Entrants to the Contest may be given the option to receive commercial e-mails from Sponsor; however, eligibility to participate in the Contest is not dependent upon entrant's consent to receive such e-mails and consenting to do so will not increase your chances of winning.

Limit one (1) entry per person/household/email address/Facebook/ Instagram login during the entire Entry Period. **Additional entries received from the same person, household e-mail address or Facebook login during the Entry Period after the first entry received will be void.**

**JUDGING:** A panel of Sponsor staff members will judge all eligible entries received. Eligible entries will be judged on the following basis:

|    |                       |      |
|----|-----------------------|------|
| 1) | QUALITY OF SUBMISSION | 50%  |
| 2) | CHANCE                | 50%  |
|    | Total                 | 100% |

On or about February 11, 2019, the entrant who submitted the entry with the highest score based on the criteria above as determined by the judges in their sole discretion, will be the potential winner ("Winner"), subject to verification of eligibility and compliance with the terms of these Official Rules. In the event of a tie, the Judges will re-judge the tied entries using the judging criteria outlined above. Sponsor reserves the right to not award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. The decisions of Sponsor are final and binding on all matters relating to this Contest. Odds of winning depend on the total number of eligible entries received. Limit one (1) Prize per person, per family, and per household.

**PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS:** By entering the Contest, each entrant agrees that his or her submission is an original work of authorship and he or she owns all right, title and interest in the entry as of the date of submission. Entries cannot defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights. If the entry contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, the entrant is responsible for obtaining and has obtained, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry. If any identifiable person appearing in the entry is under the age of majority in his/her state of residence, the parent or legal guardian is required to provide permission. Sponsor reserves the right to require proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Sponsor reserves the right to disqualify any entry it deems to be offensive, inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules, in its sole discretion.

By entering the Contest, entrants agree to assign all right, title, and interest, including copyright rights, in the entry to Sponsor and grant permission for Sponsor and its respective designees to publish or publicize all or part of their entry, including but not limited to entrant's name, likeness and artwork, in whole or in part, for advertising, promotional and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide in perpetuity, without

**notice or permission and without further compensation, except where prohibited by law. Entrant acknowledges that Sponsor, and its respective designees shall have the right, but not the obligation, to use all or any part of the entry.**

**PRIZE:** One (1) prize is available to be awarded.

The Winner will receive the following prize:

- Two (2) tickets to KISS at Gila River Arena on 2/13/2019
- A 1-night-stay for two (2) at the Renaissance Hotel in Glendale, AZ on February 13, 2019 valued at \$218
- A \$200 Massage Envy gift card courtesy of Massage Envy in Arrowhead, AZ
- A \$75 Bar Louie gift card courtesy of Bar Louie located in the Westgate Entertainment District in Glendale, AZ

(collectively, the "Prize") (Approximate Retail Value ("ARV") of Prize: \$\_993.00). Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). **Winner's guest must be 18 years of age or older unless the child or legal ward of Winner].**

All costs and expenses associated with Prize acceptance and use not specified herein as being provided, including, but not limited to, lodging accommodations, transportation costs, luggage fees, parking, 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.

All Prizes shall be awarded in accordance with these Official Rules. The Prize is 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 a prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion.

[INCLUDE AS APPLICABLE IF PRIZE INCLUDES TICKETS: All event dates and times may be subject to change. Exact seat locations will be determined by Sponsor. The terms and conditions of tickets awarded as prizes will govern in the event that any event, game or concert is not held due to weather, an Act of God, an act of terrorism, civil disturbance, work stoppage or any other reason. Winner and if applicable any guest(s) of Winner agree to comply with all applicable venue regulations in connection with the Prize. Sponsor reserves the right to remove or deny entry to Winner and/or Winner's guest(s) who engage(s) in any disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at any game, event or exhibition. Released Parties (as defined below) will not be responsible for weather, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other event that may cause the cancellation or postponement of any event.]

**NOTIFICATION:** Potential Winner will be notified by e-mail, social media message, and/or telephone by Sponsor. In the event that any potential Winner does not respond to any such notification within TWENTY-FOUR (24) HOURS of date of issuance, a disqualification will result, Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Winner may be chosen from among all remaining eligible entries. Potential Winner may be required to submit his/her valid social security number (if applicable) and/or other identification to Sponsor and will be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, and W-9 within five (5) days of date of issuance. Winner's Guest will also be required to execute and return an Affidavit of Eligibility and Release of Liability. A disqualification will result, prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Winner may be randomly selected from among all remaining eligible entries if all required documents are not properly executed and returned within the specified period of time. Refusal or return of such documents as non-deliverable or potential Winner's noncompliance with these Official Rules will also result in disqualification and prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential Winner to be selected from among all remaining eligible entries.

**WAIVER OF LIABILITY/PUBLICITY RELEASE:** By participating in the Contest and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) forever waive any and all claims or causes of action against the Sponsor, Anschutz Entertainment Group, Inc., Gila River Arena, Instagram, and Facebook and each of its and their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Contest, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss, including death, that may occur, directly or indirectly, in whole or in part, from the participation in the Contest or from the receipt, use or misuse of any prize or any travel or activity related to the receipt or use of Prize. Except in Tennessee, and where otherwise prohibited by law, by accepting the Prize, Winner grants to Sponsor and each of its respective designees the right to publicize such Winner's name, address (city and state of residence), photograph, voice and/or other likeness and Prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission.

**GENERAL CONDITIONS:** Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or garbled entries, e-mail, or Contest submissions. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prize or in any Contest-related materials, or the cancellation or postponement of any event. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website.

This Contest may not be used for any form of gambling. In the event that the Contest is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Contest, or to disqualify Participants residing in the affected geographic areas. In such event, Released Parties shall have no liability to any Participants who are disqualified due to such an action.

Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by the Sponsor or any of the Released Parties. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any Prize, and (ii) disclaim any implied warranty.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE

RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

The Sponsor reserves the right, in its sole discretion, to cancel or suspend the Contest for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest. In the event of cancellation, Sponsor may elect to identify the Winner and award the Prize from among all non-suspect, eligible entries received up to the time of such cancellation.

All online entries must include a valid email address for the entrant. In case of multiple entries received from the same person or email address or household, only the first entry received from such person, email address or household will be considered. In the event of a dispute as to the identity or eligibility of a Winner based on an email address, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of the entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email addresses for the domain associated with the submitted email address. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Participants in the Contest hereby consent to the exclusive jurisdiction and venue of Arizona courts (state and federal) in Glendale County for any causes or controversies arising out of the Contest. Winner waives any and all objections to jurisdiction and venue in these courts. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with this Contest shall be resolved, upon the election by entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

**SPONSOR:** The Sponsor of this Contest is AEG Facilities, Gila River Arena