

## **SAN JOSE SHARKS “PACIFIC CUP” ESPORTS TOURNAMENT OFFICIAL RULES**

By participating in the San Jose Sharks “Pacific Cup” Esports Tournament (the “Promotion”), you agree to be bound by these Official Rules and the decisions of the judges and/or Sponsor which are binding and final on all matters relating to this Promotion. To participate, you must meet the eligibility requirements and follow the rules regarding participation set forth herein. The Promotion consists of a competitive video game tournament between Teams using NHL22 played on Xbox One through Xbox Live competing for Prizes (as described below).

### **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

This Promotion is void where prohibited or restricted by applicable laws, rules and legal requirements and all applicable federal, state and local laws, rules and legal requirements apply. Winners are responsible for any taxes, customs, duties and like amounts in respect of the Promotion Prizes. San Jose Sharks, LLC (“Sharks” or “Sponsor”) reserves the right to cancel, modify or suspend the Promotion at any time.

1. **Eligibility.** Eligibility to participate in the Promotion or to win a Prize (as defined herein) is limited to Entrants and Participants (each, as defined herein) who are legal residents of one of the fifty (50) United States, the District of Columbia (excluding Puerto Rico, Guam, the U.S. Virgin Islands and other U.S. territories) or Canada. An “Entrant” is the individual entering on behalf of a team of up to nine (9) individuals (the “Team”), must be eighteen (18) years of age or older as of the date of registration, and shall be deemed the Team “owner” for purposes of the Promotion. Each of the nine (9) individuals participating on the Team (each, a “Participant” or “Participants”) must be eighteen (18) years of age or older (or if younger than eighteen (18) years of age, with affirmative consent provided by Participant’s parent or legal guardian) as of the date of registration. Participants who are otherwise considered minors under the laws in the jurisdiction of their residence must be able to provide proof of consent acceptable to Sponsor, upon request. Any such Participant that cannot provide such proof of consent is subject to disqualification at any time as determined in Sponsor’s sole discretion. Entrant or Participants ineligible to participate in the Promotion due to their applicable jurisdiction laws or other restrictions should not enter or participate in the Promotion, and will be disqualified. Any effort by an Entrant or Participant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses or telephone numbers or misrepresent his or her eligibility age will disqualify that Entrant or Participant. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. Entries that are mechanically reproduced, copied, illegible, incomplete, postage due, late or inaccurate are void. Entrants or Participants who disregard these Official Rules are not eligible to participate or win.

Directors, officers, managers, members, employees, contractors and agents (and their immediate families and household members) of Sponsor, Sharks Sports & Entertainment, LLC, Sharks Minor Holdings, LLC, League Gaming, EA Sports, Electronic Arts, Inc., the National Hockey League (“NHL”), the American Hockey League (“AHL”) and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies are not eligible. Sponsor’s determination of eligibility, in its sole discretion, shall be final and conclusive. The potential winners may be required to show proof of eligibility.

In addition, to participate in the Promotion, each Participants must have (a) an Xbox® Live account (a “Game Account”), (b) an Xbox® Live Gamertag (a “XBL ID”), (c) access to an Xbox One system (a “Xbox Console”), (d) a copy or game valid license of EA SPORTSTM NHL®22 (“NHL 22”) for the Xbox Console, and (e) access and connection to necessary servers. Participation in the Promotion is subject to the applicable Xbox® terms of service and privacy policy. For more information, visit <https://www.xbox.com/en-US/legal/xboxcomtou>.

Participants shall also agree to the terms of service, code of conduct, and rules of entry provided by League Gaming. Participants must use the same Game Account for the duration of the Promotion. One (1) Participant from each Team must be able, and by registering to participate in the Promotion hereby consents on behalf of Team, to have its games streamed via the Twitch platform, as may be requested by Sponsor.

Sponsor reserves the right in its absolute discretion to refuse registration or participation by any Participant whom it reasonably believes is currently engaging in, or has previously engaged in, abusive, hateful, racist, threatening, bullying, harassing, unsportsmanlike, offensive or other inappropriate conduct or speech targeting or directed at other Teams, Entrants, Participants or any Promotion staff, which conduct Sponsor

reasonably believes in its sole and absolute discretion would negatively impact the proper and fair operation and/or administration of the Promotion, or reflect negatively on the goodwill or reputation of the Promotion or any of the Released Parties (as defined herein).

2. **Promotion Period; How to Enter.** The registration period to participate in the Promotion will be available from January 11, 2022 through February 9, 2022 at 9:00 am PT (the “Entry Period”) at <https://www.leaguegaming.com/sharkspacificcup> (the “Promotion Site”). The Promotion games will take place during the period from February 9, 2022 through April 23, 2022 (together with the Entry Period, the “Promotion Period”). Pacific Time will control for all purposes of the Promotion. The Sharks’ computer is the official timekeeper for the Promotion. Proof of transmission is not proof of entry receipt.

Entrant must supply all required information of Entrant, Participants and its Team on the Promotion Site. False or inaccurate information may lead to disqualification of the Team. If Participant’s e-mail is required for entry, Participant must have a valid e-mail address or entry is void. All materials submitted become the property of Sponsor and will not be returned. Sponsor reserves the right, at its sole discretion, to disqualify any individual (and all his or her Promotion entries) who tampers with the entry process. Entrant, Participants, and each Team must remain in compliance with these Official Rules, and any and all other instructions provided by Sponsor, for the duration of the Promotion and to be eligible to receive any Prize. MINORS ARE INELIGIBLE TO PARTICIPATE IN THE PROMOTION UNLESS THEY ENTER WITH AN ADULT PARTICIPANT ENTRANT OR WITH AFFIRMATIVE CONSENT FROM A LEGAL GUARDIAN. ONLY AN ADULT PARTICIPANT MAY REGISTER FOR THE PROMOTION AS AN ENTRANT.

Team names MUST be appropriate and respect the LeagueGaming Code of Conduct, available here: [https://www.leaguegaming.com/forums/index.php?leaguegaming/league&action=league&page=information&tab=terms\\_of\\_service](https://www.leaguegaming.com/forums/index.php?leaguegaming/league&action=league&page=information&tab=terms_of_service). Teams will be eligible to add their custom branding and logo to their Team front office. Team registration is handled by the Entrant only. Team Entrant will represent the organization for the duration of the Promotion. Team owners can register their Team at <https://www.leaguegaming.com/sharkspacificcup/>. Teams are NOT eligible to use trademarked team names or branding.

3. **Winner Selection.** The winning Team (“Winner”) and the second-place Team (“Runner Up”) will be selected pursuant to the rules, scheduling, settings and all other terms specified here: [https://www.leaguegaming.com/sharkspacificcup/SJSPacificCupRulebook\\_season2.pdf](https://www.leaguegaming.com/sharkspacificcup/SJSPacificCupRulebook_season2.pdf). Eligible Teams must be available to participate in their applicable games until the Promotion is completed, including any games that occur beyond the schedule provided. There will be one (1) Winner and one (1) Runner Up. Entrant for the Winner and Runner-Up must accept the Prize on behalf of their Team; other Participants who are not the Entrant are not eligible to accept the Prize. All games will be played using the EASHL Club Challenge System. The home team listed on the site will have home-ice for the gameplay. The official pin number for each team to use shall be listed on the website within the game match-up screen.

All decisions with respect to administration of the Promotion are at the full and final discretion of Sponsor. In the event that Entrant for the Winner or Runner-Up cannot be contacted, declines a Prize or in the event of noncompliance with these Official Rules and requirements or if any Prize notification is returned as undeliverable, such Prize will be forfeited and an alternate winner or runner-up may be selected based on results of the Contest from remaining eligible Teams, if time permits.

4. **Prizes.** Winner is eligible to receive a cash prize in the amount of twenty-six thousand dollars (\$26,000) (“Grand Prize”). Runner Up is eligible to receive a cash prize in the amount of four thousand dollars (\$4,000) (“Runner Up Prize”) (each, a “Prize” and collectively, the “Prizes”). Prize values are in US dollars. The entirety of the Prizes will be sent to the addresses provided by applicable Entrant of the Winner and Runner Up. If a Prize is undeliverable, the applicable Team forfeits its Prize. Sponsor has no responsibility to distribute Prizes or any portion thereof to individual Participants of the Winner and Runner Up.

Sponsor is not responsible for Winner’s or Runner Up’s scheduling conflicts, delays or cancellations or acts of god that may prohibit receipt or use of Prizes, any act of nature of force majeure, or acts of nature, including, but not limited to, flood, tornado, earthquake, storm, lightning, fire, epidemic, acts of God, war, national emergency, civil disturbance, riot, sabotage, terrorism, court order, or machinery or equipment theft, damage or failure. Other restrictions may apply.

Any and all taxes and any other expenses not specifically mentioned herein shall be and are the sole responsibility of each Entrant and/or Participant. Each Participant must report income to the IRS. In the event it is deemed during the verification process that the Winner does not have a unique, personal, and valid social security number for Sponsor to report the tax liability associated with acceptance of the Prize, such Participant will be disqualified. Valid social security numbers will be determined by IRS requirements.

5. **Prize Restrictions.** Certain restrictions may apply to Prizes awarded hereunder. Each Winner and Runner Up agrees that the Prize is awarded "as is" with no warranty, representation or guarantee, either express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the Prize, including, without limitation, its quality, merchantability or fitness for a particular purpose. Prizes are nontransferable and no substitutions are allowed except by Sponsor who reserves the right, in its discretion, to award prizes of equal or greater value if advertised prize is unavailable for any reason. No more than the stated prizes will be awarded. Sponsor shall not be obligated to replace any lost, mutilated or stolen Prize or any Prize that is undeliverable or does not reach the Winner for any reason, including, without limitation, because of incorrect or changed contact information. All Prizes legitimately claimed will be awarded.

6. **Winner Notification.** The Releasees assume no responsibility or liability for any damages, losses, or injury resulting from any Participant's participation in this Promotion and/or any of Winner's, Runner Up's or any of their guests, as applicable, receipt, acceptance, use, or misuse of any Prize. Sponsor may require the Winner and Runner Up to execute an affidavit of eligibility, publicity release (except where prohibited), and liability waiver and other documentation prior to the delivery of the Prize (an "Affidavit"). The Winner and Runner Up may be required to provide Sponsor a Form W-9 to receive the Prize in which case the Winner will receive an IRS Form 1099 from Sponsor for the approximate retail value of the Prize for the calendar year won. If the Winner fails to pick up or redeem the Prize at the location designated by Sponsor on a date and time designated by Sponsor, or fails to execute the Affidavit or other documentation required by Sponsor, Sponsor will consider such Winner to have forfeited the Prize and another prize winner will be selected. In the event that the potential winner is disqualified for any reason, Sponsor will award the Prize to an alternate winner through a random drawing from remaining entrants, if applicable. Only three (3) alternate awards will be attempted, after which the Prize will remain unawarded. The right to receive the Prize is non-transferable and the Winner has no right of substitution (in cash or otherwise). Sponsor reserves the right to substitute a prize of equal or greater value in the event any portion of the Prize is unavailable, as determined by Sponsor in its sole discretion.

6. **Conditions of Participation.** Each Participant in the Promotion agrees to be bound by these Official Rules and the decisions of Sponsor (which shall be final), and to accept delivery of the Prize. In addition, each Entrant and Participant represents and warrants that all information contained in his/her entry is true and accurate. Sponsor is not responsible for any printing errors in these Official Rules, in the Promotion Site or otherwise in any materials in connection with the Promotion or for any misdirected, incomplete, lost, late or illegible entries or other errors or problems that may limit a participant's ability to participate in or win the Promotion. In addition, Sponsor is not responsible for any other error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entries, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, including in connection with the administration of the Promotion and the announcement of the Winners. Sponsor shall not be responsible for lost, late, misidentified or misdirected entries, or telecommunication or computer hardware or software performance, errors, delays or failures or the cancellation, or suspension or postponement of the Promotion. Sponsor reserves the right to disqualify any individual who tampers with the entry process or the administration of the Promotion. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole 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. CAUTION: Any attempt to deliberately damage any website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages (including but not limited to professionals' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law. Entries become the property of Sponsor and will not be acknowledged or returned. Sponsor's decisions are final on all matters relating to this Promotion.

8. **Publicity Rights; Use of Likeness.** By entering the Promotion, Entrant and Participants certify, warrant, represent, agree and covenant to the Sharks, Sharks Sports & Entertainment LLC, Sharks Minor Holdings LLC, and each of their related entities, the NHL, the AHL, League Gaming, EA Sports, Electronic Arts, Inc., and all others acting with the Sharks' and/or Sharks' authority (collectively, the "Releasees") the following: The Releasees shall have the perpetual and irrevocable right to use, reproduce, print, publish and disseminate in all manners and media, including on www.nhl.com/sharks and/or within the Sharks mobile app, your name, image, voice, appearance and other identifying information provided in connection with the Promotion (the "Likeness"), and to record, broadcast and otherwise exploit the Likeness in any and all contests, promotions, advertisements and/or public displays or announcements of any kind and in any and all media and without compensation to you. The Releasees shall have full and exclusive ownership and control of any video, photograph or recording of the Likeness (the "Material"). You shall have no rights to such Material, and the Releasees may use, alter or modify all or part of the Material and Likeness, regardless of whether you are recognizable. You acknowledge and understand that the Releasees make no representations that the Likeness or Material will or will not be used in any specified way.

9. **Announcement of Winners.** To request a list of Winners, please send a postage prepaid letter to San Jose Sharks, LLC, Attn: Pacific Cup Winners, Jen Kosai, 525 W. Santa Clara St, San Jose, CA 95113 to be received within sixty (60) days of the conclusion of the Promotion Period.

10. **Sponsor.** The sponsor of this Promotion is San Jose Sharks, LLC, 525 W. Santa Clara St, San Jose, CA 95113.

11. **Disclaimers, Dispute Resolution and Limitations of Liability.** Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. This Promotion shall be governed by, and construed in accordance with, the laws of the State of California without regard to its conflict of law principles that may cause the application of laws of another jurisdiction. Any action, dispute, claim, controversy or litigation concerning this Promotion shall (1) take place exclusively in the federal or state courts sitting in Santa Clara County, California, and each participant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts; or (2) at Sponsor's option, be resolved exclusively by final and binding arbitration in San Jose, California. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS"), in accordance with its streamlined arbitration rules and procedures or subsequent versions thereof ("JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in California. **THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. EACH PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' OR OTHER PROFESSIONALS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PARTICIPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR NON-INFRINGEMENT. THE PARTIES EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE OFFICIAL RULES.**

12. **Release and Indemnification.** You acknowledge that you receive material benefit from participation in the Promotion and, in consideration, agree to fully and completely, to the fullest extent permitted by law: (a) WAIVE, RELEASE AND DISCHARGE the Releasees, and each of their respective officers, directors, members, managers, representatives, employees, agents, successors and assigns, subsidiaries and affiliates from and with respect to any and all liability, claims, damages, losses, expenses, demands, suits, actions, fines and/or judgments, including without limitation reasonable attorneys' fees, court costs and litigation expenses (the "Claims"), related to or arising from the subject of these Official Rules and this agreement to be bound by them, including, but not limited to, claims arising from or related to the Releasees' negligence; and (b) INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees and each of their respective officers, directors, members, managers, representatives, employees, agents, successors and assigns, subsidiaries and affiliates from any Claims asserted against the Releasees caused by, in whole or in part, or arising from, directly or indirectly, or in any way relating to your participation in this Promotion, violation of these Official Rules and/or the awarding, acceptance, use or misuse of any Prize given out under the Promotion or any other substitute Prize.

By entering into this Promotion, you agree to waive any rights under §1542 of the Civil Code of the State of California, and all similar laws of any jurisdiction, providing: *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

You further agree that you (x) understand all terms of these Official Rules, (y) have full knowledge of the foregoing content and significance, including that, through these Official Rules, you give up legal rights that may otherwise be available, and (z) enter into this Promotion freely and voluntarily, without inducement or coercion.

13. **Severability.** In the event that any provision of these Official Rules shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Rules, which shall remain in full force and effect, and the Official Rules shall be construed as if such invalid or unenforceable provision had not been part of the Official Rules, and the court making such determination shall have the power to reduce the scope or applicability of such provision in a manner that makes such provision valid and enforceable and comes closest to expressing the intention of the invalid or unenforceable provision.

14. **Entrant's Personal Information.** Information collected from entrants is subject to and will be used in accordance with Sponsor's Privacy Policy (as amended from time to time) as set forth in the footer section of [www.sjsharks.com](http://www.sjsharks.com).

15. **NHL Rules.** These Official Rules shall in all respects be subject to and subordinate to each of the following, as such may be amended from time to time: (a) the NHL Constitution; (b) the NHL by-laws; (c) all other rules, regulations and policies of the NHL and the resolutions of its Board of Governors; (d) any collective bargaining agreement between the NHL and/or its member clubs and other parties; (e) all consent decrees and settlement agreements entered into, between or among the NHL and its member clubs or the NHL, NHL member clubs and/or other persons in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of Governors, the NHL Commissioner, or the NHL Constitution; (f) any television or cable, radio, or other media network agreements between the NHL and third parties; and (g) any national corporate marketing, licensing, sponsorship or similar agreements between the NHL (or NHL affiliates) and third parties, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the Commissioner.