

QIAS OMAR CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING RESIDENTS OF NEW YORK, FLORIDA, RHODE ISLAND, PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND OTHER COMMONWEALTHS, TERRITORIES AND POSSESSIONS AND WHERE OTHERWISE PROHIBITED BY LAW), WHO HAVE REACHED 18 YEARS OF AGE BY THE DATE OF THE FIRST DAY OF THE Contest UNDER THIS AGREEMENT.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY INSTAGRAM, INC. ("INSTAGRAM") OR THE NATIONAL BASKETBALL ASSOCIATION.

1. By entering this Contest (the "Contest") and accepting the terms herein, you agree to be bound by the following rules ("Official Rules"), which constitute a binding agreement between you, on one hand, and SeatGeek, Inc., on the other ("SeatGeek"). SeatGeek and any website, social media, live event, or audio companies hosting and promoting the Contest, their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies, and all of their agents, officers, directors, shareholders, employees, and agents are referred to as the "Contest Entities." These Official Rules apply only to the Contest and not to any other Contest or promotions sponsored by SeatGeek.

2. CONTEST DETAILS: SeatGeek shall give away, for no consideration, up to \$3,000 in SeatGeek credit towards two tickets for game four of the 2017 NBA Finals, plus \$1,000 towards travel and lodging. Full Prize details are set forth below. The Contest may be promoted through the Qias Omar Instagram account and YouTube Channel and include other various marketing and/or advertising techniques.

3. ELIGIBILITY: This Contest is open only to legal residents of the United States (excluding residents of New York, Florida, Rhode Island, Puerto Rico, the U.S. Virgin Islands, and other commonwealths, territories and possessions, and where otherwise prohibited by law) who have reached 18 YEARS OF AGE no later than the date of the first day of the Contest under this Agreement (each eligible person who submits a valid entry, an "Entrant"). Individuals in any of the following categories are not eligible to enter or win this Contest: (a) employees of SeatGeek or their affiliates, parents, subsidiaries, professional advisors and promotional agencies or other entities involved in the Contest; and (b) individuals who are immediate family members or who reside in the same household as any individual described above. VOID IN NEW YORK, FLORIDA, RHODE ISLAND, PUERTO RICO, OUTSIDE OF THE UNITED STATES, AND WHERE PROHIBITED BY LAW.

By entering this Contest, each Entrant agrees to release and hold harmless Contest Entities from any injury, loss, death, damage, action, claim, demand or other liability that may occur from entrant's participation in this Contest or from the acceptance, use or misuse of any prize awarded, or attendance at any event. SeatGeek reserves the right to verify eligibility

qualifications of any winner. U.S. law governs this Contest.

4. HOW TO ENTER: The Contest will accept Contest submissions between 12:00:00 AM ET 05/24/17 and 05/30/17 at 11:59:00 PM ET (the "Contest Entry Period").

There may only be one (1) entry per individual for the Contest Entry Period. In order to enter the Contest, Entrants must complete the following steps within the Contest Entry Period:

- Post a photo or video of your favorite live event experience to Instagram
- Tag @QiasOmar, @SeatGeek and enter the hashtag #LetsGoQrew in the post's caption
- Your Instagram profile must be set to allow public viewing
- All postings must comply with the Instagram Terms of Use

Alternative Entry: Alternatively, you may email the following information to Contest@seatgeek.com during the Contest Period. No purchase required, and user contact information will only be used for execution of the Contest (entry confirmation, winner or non-winner communications):

- Subject Line: "QiasOmar Contest Entry"
- Name
- Email Address
- Phone Number
- Mailing Address

Contest Entities assume no responsibility for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, or garbled or jumbled transmissions, or service provider/Internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention. SeatGeek reserves the right to modify, suspend, or terminate the promotion in whole in part by giving such notice, in any form and manner deemed appropriate by SeatGeek. Should promotion be modified, suspended, or terminated as aforesaid, the prizes will nevertheless be awarded from eligible entries previously received and in accordance with these Official Rules.

5. CONDITIONS OF ENTRY: By entering the Contest, Entrants agree to comply with these Official Rules, including all eligibility requirements. Entry will be deemed to have been submitted by the authorized account holder of the e-mail address from which the entry is made. SeatGeek is not responsible or liable for lost, stolen, mutilated, incomplete, incorrect, delayed, late, interrupted, illegible or misdirected entries. All entries become the property of SeatGeek and will not be returned.

6. DETERMINATION OF THE WINNER: Qias Omar will be the judge for this Contest, and will select one (1) winner from among all eligible entries received. Qias Omar will judge each eligible entry based on (i) how well the entry expresses the theme of the Contest (60%), (ii) photo or video quality (20%), and (iii) uniqueness (20%). In the event of a tie, the tied entries will be judged based on the above criteria by a tie-breaking judge selected by SeatGeek. The decisions of the judges shall be final and binding in all judging matters related to the Contest. The odds of winning the prize depends on the number of eligible entries received. Selection of the Winner shall be conducted under the supervision of SeatGeek. SeatGeek will notify the Winner to claim

the Prize via Instagram. If the Winner does not respond to the notification within twenty-four (24) hours, they will be disqualified and an alternate Winner will be selected.

The Winner will be notified via Instagram by direct message (if the entry was submitted via Instagram) or by email to the email address provided by Entrant (if the entry was submitted via email). Failure to allow direct messaging through Instagram or to provide an accurate, working e-mail (as applicable) through which SeatGeek can contact you will disqualify you from receiving the Prize. Winner may be required to execute an affidavit of eligibility and publicity release.

7. PRIZE; ODDS OF WINNING; ARV:

One prize (the "Prize") will be awarded, consisting of (i) up to \$3,000 in SeatGeek credit good towards two tickets for game four of the 2017 NBA Finals and (ii) a \$1,000 spending allowance for travel and lodging (awarded in the form of a prepaid debit card or check in US Dollars, at SeatGeek's sole discretion). SeatGeek will contact Winner upon Winner's selection and will work directly with Winner to redeem the SeatGeek credit. In the event that less than \$3,000 of the SeatGeek credit is used by Winner towards the purchase of the two tickets, the remaining amount shall be forfeited; Winner shall not be entitled to the difference, if any, between \$3,000 and the actual cost required to purchase the tickets. The SeatGeek credit must be used by 06/30/17. Should SeatGeek elect to award spending allowance as a debit card, SeatGeek shall determine in its sole discretion the issuer of the debit card and the debit card will be subject to the terms and conditions of use as indicated thereon.)

Approximate Retail Value of Prize: U.S. \$4,000.

The Prize has no cash redemption value. Any federal and state taxes on the prize are the sole responsibility of the Winner. If any portion of the Prize is unavailable SeatGeek reserves the right to substitute that portion of the Prize with a prize of equal or greater value. No substitution or transfer of the Prize by Winner is permitted, except at the sole discretion of SeatGeek.

8. GENERAL CONDITIONS: The Winner will be required to sign and return any applicable documents sent by SeatGeek related to the Contest, which may include but are not limited to a letter of prize acceptance, waiver of liability, and an affidavit of eligibility within twenty-four (24) hours of notification. Failure to return documents as specified or if prize notification is returned as undeliverable will result in entry being disqualified, and an alternate Winner being selected from eligible entries previously received. SeatGeek reserves the right, at SeatGeek's sole discretion, to disqualify any individual SeatGeek finds, in SeatGeek's sole discretion: (i) to be tampering with the entry process or the operation of the Contest or any web site or application associated with the Contest; (ii) to be in violation of the terms of service of the Contest Entities' web site; (iii) to be acting in violation of the Official Rules; or (iv) to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed, or like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to enter the Contest at the actual time of the entry will be deemed to be the participant and must comply with these Official Rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service

provider or other organization, which is responsible for assigning email addresses, or the domain associated with the submitted email address.

9. PUBLICITY RELEASE. Where permitted by law, Winner (except in the case of a minor) agrees to grant to SeatGeek and SeatGeek's licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide, in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the Winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews as may be determined by SeatGeek. Failure to make such appearances or grant such rights may result in disqualification with an alternate Winner or potential Winner selected from eligible entries previously received and in accordance with these Official Rules; and while not obligated to do so, SeatGeek may in its sole discretion, bear such reasonable costs and expenses which SeatGeek, in its sole discretion, deems appropriate for Winner or potential Winner to appear for a presentation or other activity.

10. WAIVER OF LIABILITY. By submitting an entry, Entrant releases and holds harmless Instagram, SeatGeek, each of their respective parents, subsidiaries, licensees, affiliates, advertising and promotion agencies, and their respective directors, officers, employees, representatives, and agents from any and all liability for any injuries, loss, or damage of any kind to person, including death, and property arising whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any Contest-related activity, or participation in this Contest. IN NO EVENT WILL SEATGEEK, ITS PARENT, SUBSIDIARY, LICENSEES, AND OR AFFILIATES AND RELATED COMPANIES, THEIR SPONSOR, ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF INTERNET WEBSITE, INCLUDING BUT NOT LIMITED TO THE Contest, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM SAID SITE. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. DISCLAIMER OF WARRANTIES. SEATGEEK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE Contest OR THE PRIZE, AND TO THE FULLEST EXTENT ALLOWABLE UNDER LAW, FULLY DISCLAIMS ALL SUCH WARRANTIES. WITHOUT LIMITING THE FOREGOING, THE SEATGEEK SITE, SEATGEEK APPLICATIONS AND THE PRIZE 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 PURPOSE, OR NON-INFRINGEMENT.

12. COLLECTION OF INFORMATION: SeatGeek will not sell, rent or otherwise transfer Entrant information to any third party, but SeatGeek may use this information for marketing purposes

unless you opt-out of email communications on your user preferences on www.seatgeek.com or by contacting SeatGeek at the address or phone number provided below. As stated above, this Contest is not open to minors who have not reached the age of 18 years by the first date of this Contest. In the event that SeatGeek learns that an Entrant is under the age of 18 years, SeatGeek will delete, erase or destroy any and all personally identifiable information that is obtained by SeatGeek in connection with such entry following the conclusion of the Contest.

13. DISPUTES; WAIVER OF CLASS ACTION; CHOICE OF LAW; VENUE: AS A CONDITION OF PARTICIPATING IN THIS Contest, ENTRANT AGREES THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS Contest, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY, BEFORE A COURT LOCATED IN NEW YORK HAVING COMPETENT JURISDICTION, WHICH COURT SHALL APPLY THE LAWS OF NEW YORK WITHOUT REGARDS FOR DOCTRINES OF CONFLICT OF LAW. EACH ENTRANT WAIVES ANY OBJECTION TO VENUE IN NEW YORK, WHETHER SUCH OBJECTION IS BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, FORUM NON CONVENIENS, OR THE LIKE. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, NOR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEY'S FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH ENTERING THIS Contest), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

14. WINNERS' LIST: For a list of prize winners, available after June 30, 2017, send an email requesting the information to Contest@seatgeek.com. Include the words "Qias Omar Contest Winner Request" in the subject line.

15. CONTEST SPONSORS/PROMOTER: SeatGeek, Inc.

Contact the following address, e-mail address or website to be removed from future mailing lists.

Address: 400 Lafayette St., Floor 4m New York, NY 10003

Email: hi@seatgeek.com

Website: Seatgeek.com