# THE SEATGEEK #LOVEANDBASEBALL CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

The purpose of the SeatGeek #LoveandBaseball Contest (the "Contest") is to promote SeatGeek's "Love and Baseball" mural (the "Mural"), the upcoming baseball season, and the thrill of attending live events with friends and family. The Contest is governed by these rules, requirements, terms and conditions (these "Official Rules"). The Contest is sponsored by SeatGeek, Inc. (the "Sponsor").

# **ELIGIBILITY**

The Contest is open only to legal residents of the fifty (50) United States, the District of Columbia and Puerto Rico who (i) have a public, active Instagram account as of March 26, 2018; and (ii) are eighteen (18) years of age or older at the time of entry. Employees, officers and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Sponsor and its or any organization responsible for fulfilling, advertising or promoting the Contest are not eligible to participate in the Contest or win an Award (as defined below). Individuals who are part of Sponsor's affiliate program are also ineligible to participate in the Contest or win an Award. The Contest is subject to all applicable federal, state, and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

# **TIMELINE**

The Entry Period (as defined below) begins on March 28 2018 at 11:59 AM Eastern Time ("ET") and ends on April 30, 2018 at 12:01 PM ET (the "Entry Period"). The Winner (as defined below) shall be selected on or about April 30, 2018.

# HOW TO ENTER

Entry Process: To enter the Contest the entrant must take a photo in front of the Mural and post the photo to his or her Instagram account with the hashtag #LoveandBaseball during the Entry Period (the "Submission"). The individual posting the Submission is deemed a "Participant." Participants must ensure that the majority of the Mural is clearly visible in the Submission. Only one Submission may be made per Participant. If Participant makes multiple Submissions, the earliest Submission posted on Participant's Instagram Account that remains posted on the last day of the Contest will be the one judged.

Each Participant must post the Submission herself. Submissions that do not comply with these Official Rules will be void, eliminated and not eligible for consideration. In addition, Sponsor reserves the right to deem a Submission ineligible for entry in its sole discretion. A Submission can only be posted to Instagram to be counted as a Submission. No other method of entry will be accepted. Participants are solely responsible for Internet connectivity, cellular connectivity, software and/or hardware that may be required in order to create and/or submit any Submission.

All information submitted by Participants is subject to, and will be treated in a manner consistent with, Sponsor's Terms of Use accessible at: https://seatgeek.com/terms and Privacy Policy accessible at: https://seatgeek.com/privacy, and Instagram's Terms of Use accessible at:

https://help.instagram.com/478745558852511 and Privacy Policy accessible at: https://help.instagram.com/155833707900388.

## JUDGING/SELECTION OF WINNER/AWARD

The Winner of the Award will be the person who's Submission receives the most Instagram "likes" during the Entry Period. The Winner must (i) fully comply with and satisfy all requirements set forth in these Official Rules and (ii) execute all necessary forms and agreements as a Winner. An eligible winner that meets the foregoing criteria shall be a "Winner."

In the event that the selected Winner does not, or is not able to, agree to the rules and requirements for participation in the Contest, she will be disqualified, and Sponsor may in its sole discretion select the next eligible Participant with the next highest number of "likes" to be the Winner.

## AWARD

The "Award" is a \$500.00 credit for a single qualifying purchase for tickets on Sponsor's website (seatgeek.com) or mobile application (SeatGeek). The Award has no cash value. Winner will only be able to use the Award for one purchase, and will forfeit any remainder of the Award that is not used for such purchase. By way of example, if Winner's entire total for her purchase on Sponsor's mobile application is \$300.00, she will forfeit the remaining \$200.00. The Winner and/or the Winner's Submission may also be included in one or more videos on Sponsor's website, application, and other marketing and advertising channels.

## AWARD CONDITIONS

Exact Award details shall be determined in the sole and absolute discretion of the Sponsor. Each Award is non-transferable and non-assignable, with no cash redemptions. Each Winner is fully responsible for any and all applicable federal, state, provincial and local taxes (including income and withholding taxes). All costs and expenses associated with Award acceptance and use not specified herein as being provided are the sole responsibility of each Winner. If there is a tie between Participants, the Participant with the most "likes" with the Submission that was posted on the earlier date during the Entry Period will be deemed the Winner. In the event that the tied Submissions were posted on the same day, Sponsor shall declare the Winner based on the larger percentage of the Mural included in the Submission

## AWARD ADMINISTRATION

Sponsor will be responsible for resolving any disputes and rules violations that arise in connection with the Contest. All decisions by Sponsor regarding the Contest shall be final and binding in all respects.

## CONTENT RESTRICTIONS

Participants must not include any of the following content (the "Content Restrictions") in any Submission: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) materials relating to lotteries or gambling; (iii) explicit language of violence, or promotion of illegal activities; (iv) content in violation of intellectual property rights or laws, including the rights to use the image and likeness of any other person in the Submission in accordance with the terms of these Official Rules; (v) libelous, defamatory, disparaging, tortuous or slanderous materials; (vi) content that denigrates, disparages or reflects negatively on Sponsor, its owners and employees, or any of its

websites; (vii) material that promotes bigotry, racism, hatred or harm against any group or individual; or (viii) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state where the Submission is created. Any Submission that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

#### NOTIFICATION

The Winner will be notified by posting a comment on Sponsor's Instagram post containing the Submission and sending a direct message via Instagram. The Winner will be notified on or about April 30, 2018 ("Award Notification"). In the event that the Winner does not reply to such Award Notification within three (3) days of the date of issuance, a disqualification and award forfeiture will result and, at Sponsor's sole discretion and time permitting, and the next Winner (as described above) will be so notified. The Winner may be required to submit his/her valid social security number and/or other identification to Sponsor and execute and return an Affidavit of Eligibility and Release of Liability within five (5) days of the date of receipt. Refusal or return of such documents as non-deliverable or any potential winner's noncompliance with these Official Rules will also result in disqualification, award forfeiture and, at Sponsor's sole discretion the next Winner will be notified (pursuant to these Official Rules).

## ADDITIONAL INFORMATION/GENERAL CONDITIONS

Sponsor shall have the right, but not the obligation, to post each of the Submissions on the SeatGeek.com website, Sponsor's social media accounts, or any other related site. By participating in the Contest, each Participant (a) accepts and agrees to be bound by these Official Rules, including all eligibility requirements, the SeatGeek.com Privacy Policy, SeatGeek.com Terms of Use, Instagram's Privacy Policy, and Instagram's Terms of Use; (b) gives her express permission to be contacted by Sponsor and/or its representatives for Award administration purposes; and (c) gives her express permission for her Submission to be posted, along with her name, Instagram handle, and Submission on the SeatGeek.com website and any other related site at any time during the Award process or thereafter.

All applicable federal, state, and local laws and regulations apply. This Contest and these Official Rules will be governed by the laws of the State of New York. Any court of competent jurisdiction sitting within the State of New York, New York County will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Contest or these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Participation in the Contest and acceptance of an Award constitutes each Participant's and Winner's permission for Sponsor or any assignee or licensee of Sponsor to use her or his name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each Participant or Winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, each Participant, on her behalf, and on behalf of her respective heirs, executors, administrators, legal representatives, successors and assigns (i) represents that she meets all of the eligibility requirements for the Contest and (ii) agrees to release and hold harmless Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, licensees, partners, representatives, agents, successors, assigns, employees, officers and directors and Instagram, Inc., and its respective parent companies, subsidiaries, affiliates, licensees, partners, representatives, agents, successors, assigns, employees, officers and directors ("Released Parties"), from any and all liability, for loss, harm, damage, injury, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with participation in any Contest related activity, or possession, acceptance and/or use or misuse of an Award including any activity and for any claims based on publicity rights, defamation or invasion of privacy and Award delivery or award. Sponsor is not responsible if any Award (or portion thereof) cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Sponsor does not make, nor is Sponsor in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Award. If a Participant does not comply with these Official Rules, or attempts to interfere with this Contest in any way, she will be disqualified.

Released Parties are not responsible for any technical, computer, network, typographical, printing, human or other errors relating to or in connection with this Contest, including, without limitation, errors or problems which may occur in connection with the offer or administration of this Contest, the processing of Submissions, the tabulation of scores, or any errors appearing in any Contest-related materials including, but not limited to, errors in advertising, the Official Rules, the selection and announcement of Award winners or the distribution of the Award. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

The Contest is not in any way sponsored, endorsed, administered by, or associated with, Instagram, Inc.

#### INTERNET

If for any reason the Contest is not capable of running as planned, including infection by computer virus, mobile virus, bugs, tampering, unauthorized intervention, fraud, technical failures, cancellation of games, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest and, if terminated, to determine the winners, if any, from among all eligible, non-suspect Submissions submitted up to the point of termination.

Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Submissions. The Released Parties are not responsible for any problems or technical malfunction of any telephone network, cable, satellite, Internet Service Provider (ISP) or lines, cellular phone carrier, computer systems, servers, or providers, cellular servers, computer equipment, software, cellular equipment, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet, cellular network, or at any website, mobile application, or any combination thereof, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE ANY WEBSITE OR MOBILE APPLICATION ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH PARTICIPANT, AND SPONSOR AND/OR THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

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, the Released Parties shall have no liability to any Participants who are disqualified due to such an action.

## WINNER INFORMATION

For Winner information (available after June 30, 2018), mail a request and a self-addressed, stamped envelope to: SeatGeek Mural Social Contest, SeatGeek, Inc., 400 Lafayette Street, 4th Fl., New York, NY 10003. Winner's list requests must be received by September 30, 2018.

SPONSOR: SeatGeek, Inc., 400 Lafayette Street, 4th Floor, New York, NY 10003.