SEATGEEK SWEEPSTAKES

#SWEETSEAT OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER.

OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING RESIDENTS OF 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 SWEEPSTAKES UNDER THIS AGREEMENT.

- 1. By entering this Sweepstakes (the "Sweepstakes") 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 Sweepstakes, 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 Sweepstakes Entities. These Official Rules apply only to the Sweepstakes and not to any other sweepstakes or Sweepstakes sponsored by SeatGeek.
- 2. SWEEPSTAKES DETAILS: SeatGeek shall give away, for no consideration, SeatGeek credit (as detailed in Section 6) to 26 total winners who entered during the contest period. The Sweepstakes may be promoted by email, social media, paid marketing throughout the period September 2016 through November 2016. This Sweepstakes may be promoted through various marketing and/or advertising techniques including but not limited to email and other online methods. NO PURCHASE NECESSARY.
- 3. ELIGIBILITY: This Sweepstakes is open only to legal residents of the United States (excluding residents of 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 Sweepstakes under this Agreement ("Entrants"). Individuals in any of the following categories are not eligible to enter or win this Sweepstakes: (a) employees of SeatGeek or their affiliates, parents, subsidiaries, professional advisors and promotional agencies or other entities involved in the sweepstakes; and (b) individuals who are immediate family members or who reside in the same household as any individual described above. VOID IN RHODE ISLAND, PUERTO RICO, OUTSIDE OF THE UNITED STATES, AND WHERE PROHIBITED BY LAW.

By entering this Sweepstakes, each entrant agrees to release and hold harmless Sweepstakes Entities from any injury, loss, death, damage, action, claim, demand or other liability that may occur from entrant's participation in this Sweepstakes 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 Sweepstakes.

4. HOW TO ENTER: The Sweepstakes will accept Sweepstakes submissions on [an ongoing, rolling basis throughout the Sweepstakes period, September 26, 2016 - November 2, 2016 (the "Sweepstakes Period") There may only be one (1) entry per individual. In order to enter the Sweepstakes, Entrants must:

4. HOW TO ENTER: The Sweepstakes will accept Sweepstakes submissions on a rolling basis throughout the following Contest Periods for the Weekly winners:

Professional Football Schedule Week	Start Date	Close Date
Week 4	9/26/16	10/5/16 11:59 pm EDT
Week 5	10/6/16	1012/16 11:59 pm EDT
Week 6	10/13/16	1019/16 11:59 pm EDT
Week 7	10/20/16	10/26/16 11:59 pm EDT
Week 8	10/27/16	11/2/16 11:59 pm EDT

The Sweepstakes will accept Sweepstakes submissions on a rolling basis through the Contest Period of 9/26/16 to 11/2/16 for the Grand Prize winner, and 20 Secondary winners. Entries into the weekly contest above are automatically entered into the Grand Prize and Secondary pool of entries.

There may only be one (1) entry per individual over full contest period (September 26, 2016 to November 2, 2016). In order to enter the Sweepstakes, Entrants must:

<u>Step 1</u>: Take a photo or video from the seating section of a professional football game.

<u>Step 2</u>: Post photo publicly on Twitter, Instagram or on SeatGeek's Facebook page with #SweetSeat and #SeatGeek in the caption/description. *Note: Facebook submissions must be posted directly to SeatGeek's Facebook page (https://www.facebook.com/SeatGeek/)*. Simply adding "#SweetSeat" to a post on Facebook will not confirm your entry.

ALTERNATE ENTRY FORM:

Step 1: Take a photo or video from your favorite place to watch a professional football game.

<u>Step 2:</u> Email sweepstakes@seatgeek.com with a copy of the image with the subject line "SweetSeat".

Sweepstakes 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 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 Sweepstakes, Entrants agree to comply with these Official Rules, including all eligibility requirements. To enter, your computer must accept cookies, or any successor or similar technology (now known or hereafter devised or discovered), which may be used by SeatGeek for the purposes of entry tracking and as set forth in SeatGeek's on-line privacy

policy, which can be found at www.SeatGeek.com. Entry will be deemed to have been submitted by the authorized account holder of the social media handle 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 WINNERS: SeatGeek will choose each winner at random in a weekly drawing from the rolling admissions during the set contest period. The odds of winning each prize depends on the number of entries received. Selection of the Winner shall be conducted under the supervision of SeatGeek. SeatGeek will notify the Winner to claim the prize through a direct message of their social media handle. Winners will have 48 hours to claim the prize by replying to the direct message and reminders, if applicable. If Winner does not reply to the message described above within 48 hours, such Winner's selection will be void and another winner will be selected at random.

Winners will be selected on each of the following dates:

Week 1 Winner: October 6, 2016 (1 winner)
Week 2 Winner: October 13, 2016 (1 winner)
Week 3 Winner: October 20, 2016 (1 winner)
Week 4 Winner: October 27, 2016 (1 winner)
Week 5 Winner: November 3, 2016 (1 winner)
Grand Prize Winner: November 3, 2016 (1 winner)

Secondary Prize Winners: November 3, 2016 (20 winners)

Failure to provide an accurate, working email account through which SeatGeek can contact you will disqualify you from receiving the Sweepstakes prize. Winners may be required to execute an affidavit of eligibility and publicity release.

6. PRIZES:

<u>Grand Prize:</u> Winner will receive \$500 in SeatGeek credit to be redeemed in tickets on SeatGeek.com before 12/31/16.

The monetary value of the prize package for each Winner listed above will be \$500.

<u>Weekly Prize:</u> Weekly Winners will receive \$100 in SeatGeek credit to be redeemed in tickets on SeatGeek.com before 12/31/16.

The monetary value of the prize package for each Winner listed above will be \$100.

<u>Secondary Prize:</u> Secondary Prize Winners will receive \$20 in SeatGeek credit to be redeemed in tickets on SeatGeek.com before 12/31/16.

The monetary value of the prize package for each Winner listed above will be \$100.

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

7. GENERAL CONDITIONS: The Winners will be required to sign and return any applicable documents sent by SeatGeek related to the Sweepstakes, which may include but are not limited to a letter of prize acceptance, waiver of liability, and an affidavit of eligibility within three (3) days 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. Where permitted by law, entrants (except in the case of a minor) agree 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 entrant's name, portrait, picture, voice, likeness, social media handle, entry photo or video 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 Winners or potential Winners to appear for a presentation or other activity. Further, by accepting a prize, Winner agrees to release and hold harmless SeatGeek, its parent, subsidiaries, licensees, affiliates, subsidiaries, 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 Sweepstakes-related activity, or participation in this Sweepstakes. Odds of winning depend on the number of eligible entries received. 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 SWEEPSTAKES, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS 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. 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.

SeatGeek reserves the right, at SeatGeek's sole discretion, to disqualify any individual SeatGeek finds, in SeatGeek's sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site; to be in violation of the terms of service of the Sweepstakes Entities' web site; to be acting in violation of the Official Rules; or 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 Sweepstakes 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.

- 8. COLLECTION OF INFORMATION: SeatGeek will not sell, rent or otherwise transfer this 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 contact the address or phone number below. As stated above, this Sweepstakes is not open to Minors who have not reached the age of 18 years by the first date of this Sweepstakes. In the event that you are under the age of 18 years and submit entries to SeatGeek, SeatGeek will delete, erase or destroy any and all personally identifiable information that is obtained from the entries following the conclusion of the Sweepstakes.
- 9. DISPUTES: As a condition of participating in this Sweepstakes, 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 Sweepstakes, 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. 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 Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.
- 10. WINNERS' LIST: For a list of prize winners, available after November 16, 2016, send an email requesting the information to sweepstakes@seatgeek.com. Include the words "SWEEPSTAKES WINNER REQUEST" in the subject line.

11. SWEEPSTAKES SPONSORS/PROMOTERS: SEATGEEK

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

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

Email: hi@seatgeek.com

Website: Seatgeek.com

Read more: www.seatgeek.com/rules