

# SeatGeek 2018 Fan Feedback Survey Sweepstakes

## Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

**1. Start/End Dates.** The SeatGeek 2018 Fan Feedback Survey Sweepstakes (the "Sweepstakes") begins at 12:01AM Eastern ("ET") on September 7, 2018 and ends at 11:59PM ET on November 30, 2018 (the "Sweepstakes Period"). The Sweepstakes is sponsored by SeatGeek, Inc. ("Sponsor").

**2. Eligibility.** Participation is open only to legal residents of the 50 United States or the District of Columbia who are 18 or older as of date of entry. Proof of age and legal U.S. residency may be required. Void outside of the 50 United States or the District of Columbia and where prohibited, taxed or restricted by law. Employees, officers and directors of Sponsor, and the suppliers of any prize, and each of their respective parent companies, subsidiaries, affiliates, licensees, partners, advertising and promotion agencies, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Sweepstakes may only be entered in or from the 50 United States or the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.

**3. How to Enter:** The Sweepstakes will accept Sweepstakes submissions from a select set of individuals with SeatGeek accounts during the Sweepstakes Period. To enter the Sweepstakes, participants must:

Step 1: Complete the SeatGeek survey as delivered by e-mail during the Sweepstakes Period and within (7) days of receipt of email. Full completion of the survey is not necessary to confirm an entry. Only questions marked required with an asterisk must be completed.

Step 2: Respond "Yes" when asked about contest drawing participation. Enter the e-mail address to be used as a contact method should the participant be selected as a winner. Unless otherwise agreed to, this e-mail address will only be used as a contact method for the randomly selected winner.

Step 3: Submit the survey.

All email entries must be received during the Sweepstakes Period and within (7) days of receipt of email. Any entries received after the Sweepstakes Period or more than (7) days after receipt of email, regardless of the reason, shall be void.

Sponsor reserves the right to disqualify any entry that, in Sponsor's sole determination is incomplete. Limit one (1) entry per individual per calendar year.

All entrants must have a valid email address. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Any prize-related paperwork will only be sent to a street address; no PO Box (or similar mail services) addresses will be permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected,

technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**4. Random Drawing/Odds.** One (1) Grand Prize Winner will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period. Odds of winning depend on the number of eligible entries received. Drawing will be conducted by Sponsor on or about November 30, 2018 ("Drawing Date") whose decision is final. By entering the Sweepstakes, you fully and unconditionally agree to be bound by these Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

**5. Prizes.** One (1) Grand Prize consisting of a \$250.00 credit to be redeemed for (a) ticket(s) valued up to \$250.00 on [www.seatgeek.com](http://www.seatgeek.com) or SeatGeek's mobile application. In the event winner's ticket purchase totals less than \$250.00, winner will receive a credit for the difference, to be used on future qualified ticket purchases made by the Grand Prize's expiration date. (Total value of the Grand Prize is estimated to be, but in any event will not be, greater than \$250.00). Winner will be notified on the directions to redeem the Grand Prize. Prize is non-transferable. No substitution or cash redemption will be permitted, and the Grand Prize has no cash value. Sponsor reserves the right to substitute a prize of equal or greater value. Prize subject to standard terms and conditions applicable to the applicable gift card, including policies regarding cash refunds for returned merchandise. The Grand Prize shall expire within one (1) year from the Drawing Date.

**6. Notification.** The winner will be notified by email and may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release ("Release") within 10 days of the date of notification. If any winner cannot be contacted after two (2) attempts over a ten (10) day period, if any prize or prize notification is returned as undeliverable, if the Release is not properly executed and returned within the time allowed or if any winner rejects her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.

**7. Conditions.** All federal, state, and local taxes are the sole responsibility of the winner. Participation in Sweepstakes and acceptance of prize constitutes the winner's permission for Sponsor to use her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by the winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrant agrees on her behalf, and on behalf of her respective heirs, executors, administrators, legal representatives, successors and assigns to release, hold harmless and indemnify Sponsor, and each of its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, licensees, partners, licensees, representatives, agents, successors, assigns, employees, officers and directors, 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 Sweepstakes related activity, or possession, acceptance and/or use or misuse of prize including any activity and for any claims based on publicity rights, defamation or invasion of privacy and prize delivery. Sponsor is not responsible if any prize 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 prize. If entrant does not comply with these Official Rules, or attempts to interfere with this Sweepstakes in any way, she will be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

**8. Additional Terms.** In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry who must also be eligible to enter and win. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Sponsor, their affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to your or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may, at its discretion, select the winner(s) from all eligible entries received unaffected by the problem. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives.

Any and all legal actions or claims arising in connection with this Sweepstakes or these Official Rules ("Claim") must be brought in a court of competent jurisdiction within the United States. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action. ENTRANTS WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS MEMBERS OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM, OR IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S/LEGAL FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM THE PERPETRATOR TO THE FULLEST EXTENT PERMITTED BY LAW. The Sweepstakes is governed by the laws of the United States and, by entering, the Grand Prize winner and participants hereby submit to the jurisdiction and venue of the federal, state and local courts located in New York, New York.

**9. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy at <https://seatgeek.com/privacy>. By participating in the Sweepstakes, entrant hereby agrees to Sponsor's collection and usage of entrant's personal information and acknowledges that entrant has read and accepted Sponsor's privacy policy.

**10. List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by June 1, 2019 to SeatGeek, Inc., Attn: SeatGeek Sweepstakes, 400 Lafayette Street, 4th Floor, New York, NY 10003.

**11. Sponsor.** SeatGeek, Inc., 400 Lafayette Street, 4th Floor, New York, NY 10003.