

“SHREK” SWEEPSTAKES PRESENTED BY BROADWAY SAN JOSE
OFFICIAL RULES

By entering into the “*Shrek*” Sweepstakes Presented by Broadway San Jose (the “Promotion”), you agree to be bound by these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Promotion. To enter, you must meet the eligibility requirements and follow the rules regarding Registrations (as defined below) set forth herein.

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

The 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.** Sharks Minor Holdings, LLC (“Club” or “Sponsor”) reserves the right to cancel, modify or suspend the Promotion at any time.

1. **How to Enter.** To participate in the Promotion for a chance to win a Prize (as defined below), eligible persons must submit complete and correct registrations (“Registrations”) during the Entry Period in accordance with this paragraph. Each entrant must be an Instagram user and must follow San Jose Barracuda (@SJBarracuda) and San Jose Broadway (@broadwaysanjose_) on Instagram; entrant must: (a) like the official Instagram post announcing the Promotion (the “Promotion Post”), and (b) comment on the Promotion Post. Entrants may also enter by mailing in a postcard with entrant’s full legal name, date of birth, email address, phone number, address of legal residence to “*Shrek*” Sweepstakes Presented by Broadway San Jose, Sharks Minor Holdings, LLC, Attn: Itzel Medina, 1500 S. 10th Street, San Jose, CA 95112. Registrations will be accepted beginning at 1:00 pm PT on December 9, 2024, until 4:00 pm PT on December 13, 2024 (the “Entry Period”). Mailed entries must be received by Sponsor no later than December 13, 2024, to be considered for the Promotion. Sponsor’s designated computer is the official time keeping device for this Promotion. No other forms of entry are valid. Limit one (1) entry per person.

To enter via Instagram, you must have a valid public (i.e. not protected) Instagram account and be a follower of the @SJBarracuda Official Instagram Account. From your Instagram account follow the instructions specified in the Promotion Post and these Official Rules to receive one (1) entry. Entry posts must comply with Content Restrictions and Instagram’s Terms of Use, available at help.instagram.com/581066165581870/?helpref=uf_share. All information submitted via the Instagram platform is subject to Instagram’s Privacy Policy, accessible at privacycenter.instagram.com/policy. All information submitted via Instagram per your Instagram account settings, or submitted directly to Sponsor in connection with the Winner Notification process, is subject to, and will be treated in a manner consistent with Sponsor’s Privacy Policy. If you do not have an Instagram account, you may register for one, for free, at Instagram.com. Data and usage rates may apply to the download and use of the Instagram mobile application. The time of receipt of any Instagram entry shall be the time such entry is made available to Sponsor via the Instagram platform. Sponsor’s computer shall be the official clock of the Promotion. Any entries that do not comply with the Content Restrictions or otherwise with these Official Rules and any that are removed or hidden prior to the prize drawing date are void. Failure to follow any Promotion instructions provided by the Official Instagram Account or these Official Rules may result in disqualification.

2. **Eligibility.** Eligibility to participate in the Promotion or to win a Prize is limited to persons who are 18 years of age or older as of December 9, 2024 and legal residents of the State of California. Any effort by an entrant 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. 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. In the event of dispute as to the identity or eligibility of any potential winner based on an Instagram account, the winning entry will be declared made by the Authorized Account Holder of the Instagram account used to enter the Promotion, provided he/she is eligible according to these Official Rules. The “Authorized Account Holder” is defined as the natural person who is assigned to the Instagram account by Instagram. In the event of dispute as to the identity or eligibility of any potential winner based on email address, the winning entry will be declared made by the Authorized Email Account Holder of the email address submitted at the time of entry, provided he/she is eligible according to these Official Rules. The “Authorized Email Account Holder” is the natural person to whom the applicable ISP or other organization (such as a business or

educational institution) assigned the applicable email address. Entrants 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, San Jose Sharks, LLC, 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 winner may be required to show proof of being the authorized Registered Applicant.

3. **Winner Selection.** Eligible persons who fully complete and return the Registration to Sponsor prior to the conclusion of the Entry Period (“Registered Applicants”) shall be entered for a chance to win the Prize (as defined below). One (1) winner (the “Winner”) will be selected by a random drawing conducted by Sponsor at or about 5:00 p.m. PT on December 13, 2024, from all eligible Registrations received during the Entry Period. Sponsor reserves the right to change the drawing dates and times in its sole discretion. Odds of winning depend on the number of Registrations received. All materials submitted in connection with the Promotion become the property of Sponsor and will not be returned and shall be governed in accordance with Sponsor’s Terms of Use, available in the footer section of www.sjsharks.com.

4. **Prizes.** The Winner selected will be awarded the following prize (the “Prize”): two (2) tickets to the performance of “Shrek” at Broadway San Jose scheduled to take place on December 17, 2024 (“Event”). The exact location of the tickets to the Event will be determined by Sponsor in its sole discretion. Tickets will be subject to all terms and conditions upon which tickets for admission to the Event are issued. **Total ARV of all Prizes = \$383.20.**

The Prize is nontransferable, and tickets may not be resold and/or auctioned off or used in connection with any raffle, sweepstakes, contest or giveaway. Winner may not sell, assign or otherwise transfer any portion of the Prize to another individual. No substitution will be made except as provided herein at Sponsor’s sole discretion. Sponsor shall not be obligated to relocate any such tickets. Sponsor reserves the right to substitute the Prize(s) (or any portion thereof) for one of equal or greater value if the Prize(s) should become unavailable for any reason. For purposes of clarity, alcohol shall not be awarded as part of the Prize(s). Winner is solely responsible for all costs and expenses incurred that are not included in the Prize(s), including items such as: travel, ground transportation, gratuities, food, beverages, and souvenirs. Winner is responsible for all taxes and fees associated with Prize receipt. Sponsor will not replace any lost, mutilated, or stolen tickets. Sponsor is not responsible if the Event is delayed, postponed, or cancelled for any reason and Winner will not be reimbursed for Event tickets. By accepting a Prize that includes tickets, Winner and Winner’s guests agree to abide by any ticketback terms, conditions and restrictions, and all applicable venue rules and regulations. Sponsor is not responsible if Winner does not use tickets on the day of the Event. Sponsor reserves the right to remove or to deny attendance to any Winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Event.

5. **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 Registered Applicant represents and warrants that all information contained in his/her Registration entry is true and accurate. Sponsor is not responsible for any printing errors in these Official Rules, in the Registration page or otherwise in any materials in connection with the Promotion or for any misdirected, incomplete, lost, late or illegible Registrations 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 Registrations, 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 Winner. Sponsor shall not be responsible for lost, late, misidentified or misdirected Registrations, 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 Registration 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.

6. **Publicity Rights; Use of Likeness.** By entering the Promotion, you certify, warrant, represent, agree and covenant to the Sponsor, Sharks Sports & Entertainment LLC, San Jose Sharks, LLC, and each of their related entities, the NHL, the AHL, and all others acting with their 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, www.sjbarracuda.com, and/or within the San Jose 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.

7. **Winner Notification.** The Prize Winner will be notified by Instagram direct message or email on or about December 13, 2024. Sponsor may require the Winner 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 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 Registrations. 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.

8. **Announcement of Winners.** To request a list of Winners, please send a postage prepaid letter to Sharks Minor Holdings, LLC, Attn: "*Shrek*" Sweepstakes Presented by Broadway San Jose, Itzel Medina, 1500 S. 10th Street, San Jose, CA 95112 to be received within sixty (60) days of the conclusion of the Entry Period.

9. **Sponsor.** The sponsor of this Promotion is Sharks Minor Holdings, LLC, 1500 S. 10th Street, San Jose, CA 95112.

10. **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, 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. ALL 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.

11. **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.

12. **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.

13. **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.

14. **League 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; (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; (h) all AHL rules, regulations and policies, each as they may be amended from time to time.

15. **Content Restrictions.** Entrants must not include any of the following (the "Content Restrictions") in any entry: (a) nudity, pornography, adult-oriented content, or any other explicit material; (b) materials relating to lotteries or gambling; (c) profanity, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious, or slanderous materials; (f) content that denigrates, disparages, or reflects negatively on the Sponsor, its owners and employees, or the game

of hockey; (g) tobacco, e-cigarettes, alcohol, or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives, or projectiles; (j) material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful or otherwise in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created. Any entry that does not comply with the foregoing, as determined in the sole discretion of Sponsor, will be disqualified.