

2020 “Teal Houses of Sharks Territory” Promotion

TERMS AND CONDITIONS

THE 2020 “TEAL HOUSES OF SHARKS TERRITORY” PROMOTION (THE “PROMOTION”) IS GOVERNED BY THESE TERMS AND CONDITIONS (THE “TERMS AND CONDITIONS” OR “OFFICIAL RULES”), AND IN CONSIDERATION FOR THE OPPORTUNITY TO PARTICIPATE IN THE PROMOTION, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. SUBJECT TO ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS.

- PROMOTION DESCRIPTION:** The Sharks will select five (5) families to paint their houses teal to be selected as “Teal Houses of Sharks Territory.” Teal Houses of Sharks Territory will receive “Official Teal House of Sharks Territory” plaques and will be painted by a Sharks corporate partner or other third-party painter chosen by the Sharks (the “Paint Sponsor”) in accordance with these Terms and Conditions. Fifty (50) entrants will win secondary prizes comprising two (2) tickets to an upcoming San Jose Sharks Game.
- ELIGIBILITY:** Promotion is open only to legal residents of California (a “Participant”) who own a free standing, single family home in San Jose or within fifty (50) miles of San Jose (an “Eligible House”). Participant must currently reside in the Eligible House. Renters are expressly prohibited from entering the Promotion and their applications are void. Only one (1) entry per Eligible House permitted, all additional entries will be void. Only the Eligible House structure is eligible for painting; all separate garages, sheds, fences, decks and other similar exterior structures are excluded.
- PROMOTION PERIOD.** Entry into the Promotion will take place from February 3, 2020 to 5:00:00 P.M. on February 28, 2020 (the “Promotion Period”). Pacific Time will control for all purposes of the Promotion. The Sharks’ computer is the official timekeeper for the Promotion. Proof of transmission is not proof of application receipt. Potential winners will be chosen around March 7, 2020 and paint consultations and painting will be scheduled in March 2020.
- HOW TO APPLY:** To participate in the Promotion, Participant must complete and submit an Official Application Form available at www.sjsharks.com/tealhouse (the “Website”) during the Promotion Period. On such application form, the Participant must fill out the Participant’s name and email address, and provide other requested information, which may include: address of Eligible House; age; size of Eligible House; style of Eligible House; level/stories in Eligible House; photograph of Eligible House. Entry by any means which subverts the entry process will be void. The Sharks reserve the right, at its sole discretion, to disqualify any entries that are not submitted in accordance with these Terms and Conditions. ALL INFORMATION AND MATERIAL, INCLUDING WITHOUT LIMITATION PHOTOGRAPHS, SUBMITTED IN CONNECTION WITH THE PROMOTION WILL BECOME THE PROPERTY OF THE SHARKS AND WILL NOT BE ACKNOWLEDGED OR RETURNED.
- PARTICIPANT OBLIGATIONS:** By applying to be an Official Teal House of Sharks Territory through the Promotion, Participant represents, warrants, and agrees that: (i) Participant has the full right, power and authority to produce any photograph submitted in connection with the Promotion; (ii) Participant owns the Eligible House and will provide proof of ownership if selected to be an Official Teal House of Sharks Territory; (iii) Participant agrees to be interviewed as part of the application process in the Promotion and will allow Sharks and/or Paint Sponsor personnel to visit the Eligible House during the evaluation process; (iv) if selected, Participant agrees to not alter the painting work performed by Paint Sponsor in connection with the Promotion for a period of at least twelve (12) months from the date of completion of the painting; (v) Participant and/or Participant’s Eligible House will appear in Teal House of Sharks Territory promotional materials as reasonably requested by the Sharks; and (vi) Participant will continue to own the Eligible House for a period of at least twelve (12) months from the date of completion of the painting.

6. **CRITERIA FOR WINNING:** Sharks disclaim any liability from any Participant and Participants agree to waive any claims against Sharks relating to the judging or awarding process. The winning Eligible Houses will be selected based on the eligible applications received by the Sharks and any further Participant interviews and/or Eligible House visits by Sharks and/or Paint Sponsor personnel. Odds of winning a Prize depend on the number of eligible applications received. Applications will be judged on home style, home size, home location, home visits, Participant interviews, and/or Participant's level of fandom for the Sharks. The Sharks, in its sole discretion, will select the five (5) Eligible Houses which it judges to be the best representative homes to include as the original five "Official Teal Houses of Sharks Territory."
7. **PRIZES.** There will be a total of five (5) Grand Prize Winners and fifty (50) Secondary Prize Winners. Prizes and approximate values of each Prize are described in the table below. Odds of winning any Prize depend on the number of eligible entries received. Grand Prize winners will be provided with some design options for the painting of their house using the Sharks official team colors in consultation with Paint Sponsor and will choose one design.

Number Available	Prize Description ("Prize")	Approximate Retail Value
5	Grand Prize comprising: Designation as an Official Teal House of Sharks Territory; Teal House of Sharks Territory Plaque; Painting consultation services provided by Paint Sponsor; House painted using Sharks official team colors; Paint to paint house; and Labor to paint house	\$6,000
50	Secondary Prize comprising: Two (2) tickets to one (1) upcoming San Jose Sharks home game to be played at SAP Center at San Jose (date of the game will be March 5, 2020, March 19, 2020, or March 29, 2020)	\$100

8. **PRIZE RESTRICTIONS.** Limit one prize per household. No substitution of Prize elements permitted, except by the Sharks, who reserve the right to substitute a prize with another prize of equal or greater value if any part of the announced prize becomes unavailable. No transfer of any Prize is permitted. Grand Prize winners agree to not sell their Eligible House or alter the paint job awarded as a Prize for a period of at least twelve (12) months from the date of completion of painting.

Tickets awarded as a Prize will be to an upcoming regular season Sharks home game to be played at SAP Center at San Jose. Exact date of the game and ticket locations will be determined in the Sharks sole discretion.

A winner may be required to provide the Sharks with certain personal information to comply with tax reporting rules as a result of accepting a Prize. A winner shall be fully responsible for any and all applicable federal, state, international and local taxes. All costs and expenses not specified herein related to the Prize, including but not limited to lodging, transportation costs, meals, taxes (including income taxes) and gratuities and other expenses incurred by entering the Promotion and/or accepting a Prize are the sole responsibility of winner. The Sharks will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other unforeseen force majeure beyond their control that may interfere with the Promotion and/or cause the cancellation or postponement of the presentation of the Prize. All winners will be determined in the sole discretion of the Sharks.

9. **VALIDATION:** Potential Winners will be notified via contact information submitted upon entry. Winner must claim the Prize within ten (10) days, at which time the Sharks may select an alternate Winner in its sole discretion. Each Winner may be required to sign and return a

notarized affidavit of eligibility/release of liability and/or publicity release or other paperwork. The Sharks shall have no liability for any winner notification that is lost, intercepted, not seen, or not received by a Winner for any reason. If any Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such Winner will be disqualified and an alternate Winner may be selected. In the event that an alternate Winner or alternate Winners are selected, such Winners will be selected by the same Judges and in the same manner that the original Winner was chosen.

10. **GENERAL CONDITIONS:** Entries generated by a script, macro, robotic or other automated means will be disqualified. USE OF COMPUTER PROGRAMS TO ENTER/VOTE AND/OR OTHER AUTOMATIC ENTRY/VOTING METHODS, (SUCH AS HACKS OR BOTS), IS STRICTLY PROHIBITED. Sharks reserve the right to disqualify, and block or discard any entries from any individual who enters by any kind of electronic, mechanical or other automated means or otherwise tampers with or hacks the entry process as determined by the Sharks in their sole discretion. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SHARKS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Please note, by entering, you agree that if selected as a Winner, the Sharks have the right, but are not obligated, to announce your name, home city, and state, and to air your voice live on-air during a Show. The Sharks are not responsible for late, lost and/or incomplete entries, which will be disqualified.

By entering or voting in the Promotion, you agree and accept to be bound by these complete Official Rules and all other terms and conditions as determined by the Sharks, which shall be final. The Sharks have the right to modify these rules in its sole discretion for clarification purpose without materially affecting the terms and conditions of the Promotion. Except where prohibited, each Winner grants to the Sharks and its advertising agencies the right to use, and publish his or her proper name, likeness, voice, opinions, biographical information and state of residency and announce on-air Winner's name, home city and state in any media to promote the Sharks and the Promotion without additional compensation.

Entrants enter at their own risk. No responsibility is assumed for and the Sharks and its agents shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incorrect, incomplete, ineligible or unintelligible entries; (ii) telephone, electronic, hardware, software program, network, Internet or computer failures or difficulties; (iii) errors in transmission; (iv) any condition caused by events beyond the control of the Sharks that may cause the Contest to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a prize, damage to home caused by the painting of the home, or resulting from acceptance, possession, use or misuse of a prize, or from participation in the Promotion; or (vi) any printing or typographical error in any materials associated with these Official Rules or the Promotion generally. Participants assume all liability for any injury or damages caused or claimed to be caused by his or her participation in the Promotion and/or the acceptance and/or use of any prize, and release the Sharks and its officers, directors, employees, parents, subsidiaries, affiliates and agents from any such liability. The Sharks and its officers, directors, employees, parents, subsidiaries, affiliates and agents assume no responsibility for any injury or damage to participants or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with this Promotion. PLEASE NOTE THAT TECHNICAL DIFFICULTIES WITH THE SYSTEM, MAY RESULT IN TEMPORARY INABILITY TO ENTER THE PROMOTION OR A DELAY IN THE PROCESSING OF ENTRIES SUCH THAT YOUR ENTRY IS NOT RECEIVED IN TIME TO PARTICIPATE. THE SHARKS AND ITS AGENTS ARE NOT RESPONSIBLE OR LIABLE SHOULD ANY ENTRY NOT BE RECEIVED DUE TO SUCH DELAYS. The Sharks may prohibit any entrant or potential entrant from participating in the Promotion, if at the sole discretion of the Sharks, such person shows a disregard for these Official Rules, or acts (1) with an intent to annoy, abuse, threaten, or harass any other entrant, the Sharks, or its agents or representatives; or (2) in any other disruptive manner. All issues and questions concerning the construction,

validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and the Sharks in connection with the Promotion, shall be governed by and construed in accordance with the laws of California without giving effect to any choice of law or conflict of law rules or provisions which would cause the application of the laws of any jurisdiction other than the State of California. Judges' decisions as to all matters related to the administration of the Contest and selection of the Winners are final.

11. **DISPUTE RESOLUTION.** Except where prohibited, entrant agrees that: any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, and finally resolved exclusively by binding arbitration administered by a single arbitrator of the American Arbitration Association in accordance with its Commercial Arbitration Rules (the "Rules") and taking place in San Jose, California. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Except as required by law, neither party nor the arbitrator may disclose the existence, content, results or award of any arbitration without the prior written consent of all parties. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. You waive the right to resolve a dispute by any other means, including by a jury trial. This dispute resolution provision shall survive the Promotion and cannot be modified. YOU UNDERSTAND AND AGREE THAT YOU ARE ELECTING TO RESOLVE ANY DISPUTE RELATED TO THIS CONTEST THROUGH ARBITRATION AND ARE WAIVING YOUR RIGHT TO A JURY TRIAL.

Any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages.

12. **PUBLICITY AND USE OF LIKENESS:** By entering the Promotion, you certify, warrant, represent, agree and covenant to the San Jose Sharks, Sharks Sports & Entertainment LLC, Sharks Minor Holdings LLC, and all its related entities, the National Hockey League (the "NHL"), the American Hockey League (the "AHL") and all others acting with the Sharks' and/or Sharks' authority (collectively, the "Releasees") the following:

RIGHT TO USE & OWNERSHIP. The Releasees shall have the perpetual and irrevocable right to use, reproduce, print, publish and disseminate in all manners and media 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. 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.

13. **RELEASE & 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: (i) WAIVE, RELEASE AND DISCHARGE the Releasees 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 (ii) INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any Claims asserted against the Releasees caused by, in whole or in part, or arising from, directly or indirectly, your involvement with the Contest and/or violation of these Official Rules.

By entering, 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 (i) understand all terms of these Official Rules, (ii) 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 (ii) enter into this Promotion freely and voluntarily, without inducement or coercion.

14. **PRIVACY.** Information collected from entrants is subject to the Sharks Privacy Policy. You are encouraged to read this privacy policy, which can be found at: <http://sharks.nhl.com>.
15. **SPONSORS/ADMINISTRATOR:** San Jose Sharks, LLC, 525 West Santa Clara Street, San Jose, CA 95113 (the "Sharks").
16. **NAME OF WINNER:** A list of Winners may be obtained by sending a request for such a list and a properly stamped, self-addressed envelope to 2020 San Jose Sharks "Teal Houses of Sharks Territory" Promotion Winners List at 525 West Santa Clara Street, San Jose, CA 95113.