

VINIK SPORTS GROUP BACKING THE BAY MARKETING GRANT PROGRAM

(MARCH – AUGUST 2021)

OFFICIAL RULES

1. **NO PURCHASE OR OBLIGATION NECESSARY TO APPLY OR TO BE AWARDED A MARKETING GRANT. VOID OUTSIDE OF FLORIDA AND WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND APPLICANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
2. **These Official Rules (“Official Rules”) govern the selection process and award of the Vinik Sports Group Backing the Bay Marketing Grant Program (the “Program”). In order to be considered for a Marketing Grant (defined below), each applicant (and the business for which the applicant is applying) must be in compliance with these Official Rules.**
3. **PROGRAM PERIOD:** The Program begins on March 1, 2021 at 10:00 AM Eastern Time (“ET”) and ends with the completion of the Delivery Period (the “**Program Period**”). The Program will consist of four (4) phases as set forth in the chart below:

Phase	Start Date	End Date
Application Submission Period (“ Application Period ”)	March 1, 2021	March 15, 2021 at 11:59:59 PM ET
Preliminary Judging Period (“ Preliminary Judging Period ”)	March 16, 2021	March 22, 2021
Final Judging Period (“ Final Judging Period ”)	March 22, 2021	March 26, 2021
Assets Delivery Period (“ Delivery Period ”)	May 1, 2021	August 31, 2021

4. **To be eligible for consideration, the Application (defined below) must be received by the end of the Application Period.** Vinik Sports Group’s computer will be the official timekeeper for all matters related to Applications. Proof of submission of an Application will not be deemed proof of receipt by Vinik Sports Group.
5. **ELIGIBILITY:** The Program is open to legal residents of the United States and the District of Columbia who at the time of entry are the principal owner/operator of an eligible for-profit small business that: (i) is incorporated or otherwise considered a valid legal entity in the State of Florida as of 3/1/2018; and (ii) operates within Hillsborough, Pinellas, Hernando, Pasco, Citrus, Manatee, Sarasota, or Polk County. In order to be considered an eligible “small business” for purposes of this Program, the business must meet all the following criteria:
 - a. The business must be in good standing with the State of Florida as of the date of submission and must remain so through the end of the Program Period;
 - b. Applicant/owner must be at least twenty-one (21) years of age at the time of entry;
 - c. Applicant/owner must be an authorized agent of the registered business;
 - d. The business must be currently active, lawful, and have all necessary and required licenses and registrations through the end of the Program Period;
 - e. The business must be for-profit;
 - f. The business must be independent/non-franchised;

- g. The business has annual operating revenues of no more than five million dollars (\$5,000,000) per fiscal year for the last three (3) years;
- h. The business must have no more than two hundred (200) employees on its payroll through the end of the Program Period (sole proprietors are considered as an employee and part-time employees are included);
- i. The primary purpose of the business must not be in competition with Vinik Sports Group; and
- j. The business must not be under bankruptcy protection or have judicial liens or attachments through the end of the Program Period.

6. DISQUALIFICATION/MARKETING GRANT FORFEITURE:

- a. Employees, officers, directors, agents, and representatives of VSG Enterprises LLC (“**VSGE**”) and its, parents, affiliates, subsidiaries, and other companies controlling, controlled by, or under common control with VSGE (collectively, “**Vinik Sports Group**” or “**VSG**”), the National Hockey League (the “**NHL**”), or its member teams or their respective parents, affiliates and subsidiaries; (ii) a government official (elected or otherwise) or an employee of a government agency; (iii) any other entity directly involved in the development, production, administration, or distribution of materials of the Program; or (iv) the immediate family member (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) or a member of the same household, whether or not related, of each of the above are not eligible to enter or win. The term “**household**” includes all persons residing together (part-time or full-time) in a single residence, whether or not related.
- b. If applicant’s business operates in any of the following areas, the business is not eligible to receive a Marketing Grant: (i) pornography or any other related adult business; (ii) tobacco, e-cigarettes, or illegal drugs; or (iii) weapons of any kind.
- c. If the area in which applicant’s business operates conflicts with any advertising exclusivities granted by VSG to any of its sponsor’s, as determined by VSG in its sole discretion, the business will not be eligible to receive a Marketing Grant. For purposes of clarification, if the area in which applicant’s business operates is in one (1) of the following categories*, the business is in conflict with current VSG exclusive sponsors, and is not eligible to receive a Marketing Grant:
 - Carbonated Beverage
 - Coffee & Donut
 - Copier/Printers
 - Craft Beer
 - Energy Drink
 - Financial Services
 - Hard Seltzer
 - Health Insurance
 - Homeowner/Renter Insurance
 - Motor Oil
 - Pizza
 - Telecommunications
 - Tequila
 - Truck

* Note: this list of exclusive categories is accurate as of March 1, 2021 and is subject to change at any time throughout the Program Period if VSG enters into an exclusive agreement with additional sponsors. Any such changes will be announced.

- d. Businesses submitting Applications into the Program for consideration for a Marketing Grant must be consistent with [Vinik Sports Group’s Values](#) and VSG reserves the right, in its sole discretion, to reject and/or disqualify any Application and/or business

at any time that VSG deems to be hateful, slanderous, libelous, violent, obscene, defamatory, discriminatory (based on race, gender, religion, nationality, disability, sexual orientation, age, or political affiliation or any other basis protected by federal, state, or local law, ordinance, or regulation), profane, offensive, lewd, sexually explicit, pornographic, false, misleading, deceptive, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), illegal (e.g., computer hacking, underage drinking, etc.), threatening, harassing, or if applicant's business otherwise denigrates, disparages, or reflects negatively on VSG, its editorial standards, audience expectations, or reputational interests, or that contain images, words, or symbols widely considered offensive to individuals of a certain race, gender, ethnicity, religion, sexual orientation or socioeconomic group, or that VSG believes may violate any applicable law or regulation or the rights of any third party or may subject the Program, VSG, or VSG's advertisers, clients, or customers to controversy, negative publicity, scorn or ridicule. For purposes of this paragraph, Applications include content on the applicant's and/or business' website and social media sites.

- e. VSG shall determine, in its sole discretion, whether a business meets the eligibility criteria to participate in the Program. VSG's decisions regarding eligibility and all other aspects of the Program are final and binding.
 - f. As a condition of entry, VSG reserves the right to conduct a background check on any applicant and reserves the right in its sole discretion to disqualify any applicant based on such background check if, in its sole discretion, VSG determines that awarding the prize to such applicant and/or its business might reflect negatively on VSG's image and/or reputation.
 - g. Should VSG determine, in its sole discretion, that any announced Recipient has violated any of the prohibitions contained in these Official Rules or should be disqualified for any other reason, VSG shall have no obligation to award a Marketing Grant to such applicant.
7. The Program is subject to all federal, state and local laws. VSG shall be entitled to interpret these Official Rules as needed – including but not limited to rules regarding deadlines, recipient selection, grant restrictions, and eligibility – and all such decisions are final. By participating, applicant irrevocably, fully and unconditionally agree to be bound by these Official Rules and waives any right to claim ambiguity in these Official Rules and/or in any other Program and/or Program-related advertising or materials.

8. HOW TO APPLY; APPLICATION REQUIREMENTS:

- a. To apply, applicants must visit <https://app.wizehive.com/apps/BackingTheBay> and follow the directions to create an account, complete, and submit the Program application (the "**Application**") during the Application Period. Applicants must fully complete and submit all non-optional data requested on the Application. **LIMIT OF ONE (1) APPLICATION PER BUSINESS.** If applicant submits more than one (1) Application, all Applications received after the first Application will be void. Once the Application is completed and submitted, the Application is final and may not be modified or edited. All Applications must meet the eligibility requirements set forth above. Those who do not follow all of the instructions, provide the required information in their Application, or abide by these Official Rules or other instructions of VSG may be disqualified at VSG's sole and absolute discretion. Applicants agree that VSG, nor its agents, shall be responsible for the return or preservation of the Applications submitted.

- b. No other method of submission will be accepted. Applicants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Application. Message and data rates may apply. By submitting an Application, each applicant (i) agrees, on behalf of applicant and applicant's business, that he/she owns all right, title and interest in the Application as of the date of the Application and has all necessary rights and authorizations to submit it including, without limitation, the express permission of all individuals, content and materials embodied in the Application to submit it for possible use as provided herein and (ii) agrees that applicant's Application does not violate the WizeHive [Acceptable Use Policy](#) which may be updated from time to time.
- c. Personally identifiable information that is submitted by applicants as part of this Program will be used to administer the Program, select and announce Recipients and fulfil the Marketing Grant, and will be treated in accordance with Vinik Sports Group's privacy policy, available at <https://www.viniksportsgroup.com/privacy-policy/> which may be updated from time to time. By submitting an Application, applicants hereby agree to VSG's collection and usage of their personal information, and they hereby acknowledge that they have read and accepted VSG's privacy policy.

9. JUDGING PROCEDURE AND CRITERIA:

a. Preliminary Judging Period.

- i. During the Preliminary Judging Period all eligible Applications submitted during the Application Period will be judged by VSG or its designated representatives and narrowed down to ten (10) finalists (the "**Top 10**"). VSG will use the following criteria to determine the Top 10: (i) Community Presence (50%) and (ii) Impact of COVID-19 on the business (50%). VSG will contact the Top 10 via phone and/or email at the phone number and/or email address provided in the Application on or about March 22, 2021.
- ii. The Top 10 will be required to submit to a confidential background check to confirm eligibility and ensure they will not pose a security threat or bring VSG or Released Parties into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on VSG or Released Parties as determined by VSG in its sole discretion, and, in such event may result in disqualification. The Top 10 will be notified via phone and/or email with instructions for completing and submitting any additional information required for the Final Judging Period, including without limitation, a background check authorization (the "**Additional Information**"). VSG must receive the Additional Information from the Top 10 no later than 5:00 PM ET on March 24, 2021. Failure to respond to the Top 10 notification within the stated timeframe will result in disqualification.

b. Final Judging Period.

- i. During the Final Judging Period, all eligible Top Ten Applications will be judged by VSG or its designated representatives on the following criteria: (i) Community Presence (25%); (ii) Impact of COVID-19 on business (25%); (iii) Impact that receiving the Marketing Grant would have on the business (25%); and (iv) Reputation of Business (e.g., Better Business Bureau rating, Yelp, TripAdvisor, Google reviews, social media feedback, etc.) (25%). The four (4) Top Ten Applications with the highest scores, as determined by the judges, in their sole

discretion, will be declared potential Recipients, subject to verification of eligibility and compliance with these Official Rules (see “Recipient Notification” section below).

ii. At least two (2) of the four (4) potential Marketing Grant Recipients will fall into one (1) of the following categories:

- Minority-Owned: business is at least 51% owned and run on a daily basis by a minimum of one individual whose ethnic background is at least 25% African American, Asian American, Hispanic American, or Native American
- Woman-Owned: business is at least 51% owned and run on a daily basis by a minimum of one woman
- Veteran-Owned: business is at least 51% owned and run on a daily basis by one or more veterans who have been honorably discharged from service
- LGBT-Owned: business is at least 51% owned and run on a daily basis by one or more persons who identify as part of the LGBT community (including transgender and non-binary/gender non-conforming individuals)

c. In the event of a tie during either the Preliminary Judging Period or the Final Judging Period, the tied Applications will be re-judged based on: Community Presence. If there is still a tie, VSG will bring in a tie-breaking judge to apply the same judging criteria to break the tie and determine, as applicable, the potential Top 10 and/or Marketing Grant recipients. VSG reserves the right to select fewer than four (4) Marketing Grant recipients if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Applications.

10. MARKETING GRANT: A total of four (4) recipients (each, a “**Recipient**”) will be awarded a month-long Vinik Sports Group marketing and advertising package (each, a “**Marketing Grant**”). Each Marketing Grant will consist of a combination of the following marketing and advertising assets across various Vinik Sports Group brand platforms, such platforms and combination of assets to be determined by VSG in its sole discretion (the “**Assets**”). Assets may include any combination of the following: social posts on Tampa Bay Lightning (the “**Lightning**”), AMALIE Arena and The Identity Tampa Bay Facebook, Instagram and/or Twitter pages, business feature in The Identity Tampa Bay newsletter, one (1) 2-4-minute custom brand video for business, custom graphics for business, Lightning radio broadcast spots, Lightning TV broadcast spots, in-arena video feature, and/or sweepstakes and deal promotion on The Identity Tampa Bay.

11. Any and all logistical decisions related to the Assets, including, without limitation, content, timing, and placement, will be at the sole discretion of VSG. VSG reserves the right to substitute any Asset with another marketing or advertising element of comparable value. Approximate Retail Value (“**ARV**”) of each Marketing Grant is \$50,000. ARV of all Marketing Grants: \$200,000.

12. Delivery Period. Each Recipient shall receive a Marketing Grant for one (1) full calendar month, during one (1) of the four (4) months of the Delivery Period (May – August 2021). The monthly order of Recipients and the corresponding month in which Recipient receives its Assets shall be determined at the sole discretion of VSG. Marketing Grants, including the Assets associated therewith, shall be provided to Recipients as follows:

- a. May 1 – May 31, 2021 – Recipient 1 shall receive its Marketing Grant;
- b. June 1 – June 30, 2021 – Recipient 2 shall receive its Marketing Grant;
- c. July 1 – July 31, 2021 – Recipient 3 shall receive its Marketing Grant; and
- d. August 1 - August 31, 2021 – Recipient 4 shall receive its Marketing Grant.

13. Recipients are required to comply with any and all applicable federal, state and local laws. Marketing Grant Recipients will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Marketing Grant, including all Assets they receive, regardless of whether they, in whole or in part, are used. The ARV of the Marketing Grant is based on available information provided to VSG and the value of any Asset awarded to a Recipient may be reported for tax purposes as required by law. The Recipients may be required to provide VSG with a valid social security number or FEIN before the Marketing Grant will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Recipient for the actual value of the Assets received. The value of the Assets awarded will be reported for tax purposes, as required by law. No transfer, assignment, or substitution of Assets will be permitted, except by VSG, at its sole discretion, due to causes otherwise determined solely by VSG, and then for Assets of equal or greater value. Unclaimed Assets will be forfeited. Assets, if legitimately claimed, will be awarded.

GRANT ACCEPTANCE CONDITIONS

14. The Marketing Grant is non-assignable and nontransferable. All details of the Marketing Grant, including without limitation the Assets not specified herein shall be determined solely by VSG. By accepting a Marketing Grant, each Recipient acknowledges compliance with these Official Rules. Limit of one (1) Marketing Grant per Recipient. All other expenses relating to acceptance of a Marketing Grant, including but not limited to taxes and any other expenses not specified herein are the sole responsibility of each Recipient. A Recipient may waive its right to receive the Marketing Grant. Any Marketing Grant or portion thereof not used or accepted by Recipient is forfeited and no cash or substitute will be offered or permitted, unless required by law. Marketing Grant conditions may be added or modified by VSG, in its sole discretion. Any such changes will be announced.

15. The Marketing Grant and the Assets offered are provided “as is” with no warranty or guarantee either express or implied by Released Parties. Merchandise components (if any) carry no warranty other than that offered by manufacturer. Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Marketing Grant, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.

16. RECIPIENT NOTIFICATION. On or about March 26, 2021, the potential recipients will be notified via phone and/or email from VSG to the phone number and/or email address provided in the Application (the “**Recipient Notification**”). Potential recipient must respond within forty-eight (48) hours of the issuance of the phone call and/or email, as determined by VSG in its sole and absolute discretion. In the event potential recipient does not respond to any such Recipient Notification within forty-eight (48) hours, or declines the Marketing Grant for any reason, the Marketing Grant will be forfeited and, at VSG’s sole discretion and time permitting, a runner-up may be chosen.

17. Non-Compliance with these Official Rules or the return of the Marketing Grant (or any portion thereof) or Recipient Notification as undeliverable may result in disqualification and Marketing Grant forfeiture. Applicant acknowledges that (a) it is their responsibility to check their phone calls, voicemail, email, inbox, and/or notifications to ensure they receive any notification from

VSG in connection with this Program, and (b) VSG will not be held responsible for any failure by the recipient to timely claim the Marketing Grant in connection with the recipient's failure to receive any phone call, voicemail, email, and/or notification transmitted by VSG. VSG is not responsible for Applications that are lost, unauthenticated, or late for any reason, and all such entries are void. VSG reserves the right in its sole discretion at any time to disqualify any Application that, or applicant who, does not comply with these Official Rules in its sole discretion. All Program decisions shall be at the sole discretion of VSG.

18. Verification Paperwork: The potential recipient will be notified as set forth above and may be required to present valid photo identification and/or to execute and return an affidavit or declaration of eligibility, liability waiver, publicity release (where legal), tax forms and/or other legal documents (collectively, the "**Verification Paperwork**") to VSG as a condition of receiving any Marketing Grant. VSG in its sole discretion may allow for transmission of Verification Paperwork from potential recipient via e-mail. **AN APPLICANT IS NOT A 'RECIPIENT' OF THE MARKETING GRANT UNLESS AND UNTIL VSG HAS COMPLETED ITS VERIFICATION OF APPLICANT'S ELIGIBILITY.** If Verification Paperwork is provided to potential recipient, potential recipient must return the completed Verification Paperwork within forty-eight (48) hours of receipt. If a potential recipient fails to return the Verification Paperwork and any requested documents within the timeframe stated, it will result in the disqualification of such potential recipient. A Marketing Grant not awarded and/or claimed by a Recipient and not awarded to a substitute recipient by VSG in accordance with these Official Rules will remain the property of VSG.

19. Potential recipients may not communicate their recipient status in any manner until after VSG makes a public announcement. Recipients may not issue their own press release without prior written approval by VSG.

20. PUBLICITY: By accepting the Marketing Grant, each Marketing Grant Recipient, on behalf of Recipient and Recipient's business, irrevocably grants to VSG, its licensees, contractors, successors and assigns, and each of their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors, assigns, and licensees the irrevocable, perpetual, non-exclusive, royalty-free, no-cost, worldwide right to use Recipient's name, likeness, photograph, voice, dialogue, sounds, voice, biological information, personal characteristics and/or other personal identification, e-mail address, any information contained in the Application and the Recipient's business name, logo and other identifying characteristics (collectively, the "**Materials**"), whether in writing, audio, photograph, video or other form, throughout the universe at any time, in any and all media now known or hereafter devised. VSG shall have the right to publish, post, adapt, display, modify, edit, delete, dub and fictionalize the Materials as VSG sees fit in its sole discretion and shall be able to exhibit or otherwise exploit the Materials in any manner whatsoever, including without limitation on VSG's website and social media pages and channels for purposes of this and future programs. Each Recipient hereby expressly waives any right that Recipient may have to approve the Materials or its use, in whole or in part, including, without limitation, Recipient's rights of publicity or to any compensation, consideration or notification. Each Recipient acknowledges and agrees that VSG is under no obligation to use the Materials in any manner.

21. GENERAL CONDITIONS:

- a. By submitting an Application, each applicant accepts and agrees to be bound by these Official Rules. VSG shall have the sole right to disqualify any applicant for violation of these Official Rules or any applicable laws relating to the Marketing Grant, and to

resolve all disputes in its sole discretion. The decision of VSG will be final in all matters. VSG reserves the right to modify these Official Rules for clarification purposes.

- b. Applicant Warranties and Representations.** By applying to the Program and submitting an Application, each applicant agrees to be bound by these Official Rules and warrants and represents that he/she is eligible to apply to the Program in accordance with any and all applicable law and these Official Rules.
- c. Fraud:** In the event that VSG learns of any fraud (or any intended fraud) in connection with the presentation of the Program or the distribution/collection of any asset, or in the event VSG otherwise learns of any other illegal activity in connection with the Program, VSG may modify or cancel the Program. Any and all such determinations shall be made in the sole reasonable judgment of VSG. All Program decisions shall be final, and each applicant will have no right, pursuant to these Official Rules or otherwise, to challenge Program decisions.

22. LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES:

- a.** The term “**Released Parties**” shall mean (a) Vinik Sports Group, including without limitation, VSG Enterprises LLC, Tampa Bay Arena, LLC, Lightning Hockey LP, Vinik Sports Group LLC, JV Hockey Ventures, LLC, Tampa Bay Sports and Entertainment, LLC, Lightning Hockey GP LLC, Lightning Foundation, Inc., TBSE Enterprises LLC, TBSE Esports, LLC, TB Sports Retail, LLC, Lightning High School Hockey League, Inc., Because We Love the Game, Inc., Tampa Bay Entertainment Properties LLC, TBEP Hospitality HoldCo, LLC; TBEP Hospitality I, LLC, TBEP Hospitality I JV, LLC; TBEP Facilities, LLC, TBEP Media, LLC, TBEP Live, LLC, and TBEP Commercial Sales, LLC; (b) the NHL, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, National Hockey League Foundation, NHL Foundation, each of the member clubs of the NHL, and each of their respective subsidiaries or affiliated entities, including any entity which, now or in the future, controls, is controlled by, or is under common control with the NHL or any of its member clubs, and the directors, officers, employees, partners, shareholders, owners and agents of the above entities (collective, the “**NHL Entities**”); (c) WizeHive; (d) any other company involved in the development or administration of the Program; and (e) their respective parent companies, subsidiaries, agencies, affiliates, franchisees, promoters, prize suppliers, directors, officers, employees, agents and related persons.
- b.** By participating in the Program, you agree that the Released Parties: (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic; (b) are not responsible for any incorrect or inaccurate information, whether caused by applicant’s printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Program, the printing of this offer, the administration of the Marketing Grant, the selection or announcement of the Recipients or the Assets; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in the Program or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Program; (e) are not responsible for any unauthorized third-party use of any entry materials; (f) are not responsible for the inability to select recipients because of postal failure, equipment failure, or data

storage failure; (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Program, selection of Recipients, verification of the Recipients, the assets or otherwise in any other Program and/or Program-related materials; (h) are not responsible for any interruptions/postponement/cancellation of the Program; and (i) are not responsible for any other errors or malfunctions, even if caused by the negligence of any one or more of the Released Parties.

- c. RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO ASSETS. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROGRAM OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF THE MARKETING GRANT OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROGRAM PAGE OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROGRAM.
- d. By participating in the Program, you agree to release, defend, indemnify and hold Released Parties harmless from all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, relating to or arising from, in whole or in part, directly or indirectly, (a) your participation, or inability to participate, in the Program, or any Program-related or asset-related activity; (b) the use by Released Parties (including modification, adaptation, and reproduction) of Application materials during or after the Program; (c) the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of the Assets; (d) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light, or based on any claim of infringement of intellectual property; and (e) any other claim or cause of action you may have against any Released Party.
- e. BY PARTICIPATING IN THE PROGRAM, YOU FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM, THE MARKETING GRANT, OR THE ASSETS, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH APPLYING FOR THE PROGRAM, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, AND ANY OTHER DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET

EXPENSES. WITHOUT LIMITING THE FOREGOING, BY PARTICIPATING IN THE PROGRAM AND/OR ACCEPTING THE MARKETING GRANT, YOU RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS RELEASED PARTIES FROM ALL CLAIMS, DEMANDS, DAMAGES, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER, WHICH YOU MAY NOW OR HEREAFTER ASSERT.

- f. SOME STATES DO NOT ALLOW LIMITATIONS ON THE ABILITY TO PURSUE CLASS ACTION REMEDIES, OR ON CERTAIN KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

23. MISCELLANEOUS:

- a. In the event VSG is prevented from continuing with the Program by any event beyond its control, including, but not limited to, fire, flood, epidemic or pandemic (including COVID-19 and any variations or mutations thereof and any related epidemics/pandemics or residual effects), earthquake, explosion, lockout, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Program by any party, or any federal, state, or local law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within VSG's control, VSG shall have the right, at any time, to modify, suspend or terminate the Program and/or Marketing Grant.
- b. VSG additionally reserves the right to terminate, cancel, suspend and/or modify the Program, or any part thereof, if intervening circumstances warrant, within VSG's sole discretion, due to any fraud, virus or other technical problem which corrupts the security, administration, operation, and/or fairness of the Program, or for any other reason. In such an event, VSG reserves the right to select the recipients from all non-suspect Applications received prior to the suspension, cancellation, termination, and/or modification of the Program or in such other manner as VSG, in its sole discretion, deems fair and appropriate under the circumstances.
- c. VSG reserves the right to disqualify any applicant and/or business from further participation in the Program if VSG concludes, in its sole discretion, that such person and/or business (a) has attempted to tamper with any Applications or the operation of the Program, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards VSG or any other applicant, business, or person in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempts to submit Applications except as permitted herein, including by using any prohibited device or method. Any failure by VSG to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
- d. **ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND VSG RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR OTHER REMEDIES AGAINST SUCH INDIVIDUAL(S) AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.**

- e. VSG reserves the right to correct typographical, printing or clerical errors in any Program-related materials.

24. DISPUTES:

- a. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the applicant's or Released Parties in connection with the Program, shall be governed by Florida law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Florida.
- b. **Arbitration:** Except where prohibited by law, by participating in the Program, you expressly agree that (a) all disputes and causes of action arising out of or connected with the Program, the Marketing Grant, or the Assets shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules in Tampa, Florida; and (b) judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- c. By participating in the Program, you expressly (a) agree that any legal proceedings arising out of or relating in any way to the Program, the Marketing Grant or these Official Rules shall be brought only in the federal or state courts located in Hillsborough County, Florida, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.
- d. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Program-related materials, including but not limited to television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

TRADEMARKS

- 25. NHL ENTITIES (DEFINED ABOVE) WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE PROGRAM OR THE MARKETING GRANT. THE NHL ENTITIES HAVE NOT OFFERED OR SPONSORED THE PROGRAM IN ANY WAY.
- 26. Tampa Bay Lightning, The Identity Tampa Bay, AMALIE Arena, and Vinik Sports Group trademarks and copyrights are the property of their respective trademark owners. All Rights Reserved.
- 27. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Program is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Program.

RECIPIENTS' NAMES/OFFICIAL RULES

- 28.** For a copy of the Official Rules or the Recipients' names, send a self-addressed, stamped envelope to Vinik Sports Group Backing the Bay Marketing Grant Program, 401 Channelside Drive, Tampa, Florida 33602, specifying either "Recipient's Name" or "Official Rules". Recipient's names will be available after August 31, 2021.
- 29.** Sponsor. VSG Enterprises LLC, 401 Channelside Drive, Tampa, FL 33602.