

Western Digital High Five Experience Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE ODDS OF WINNING.

WESTERN DIGITAL HIGH FIVE EXPERIENCE SWEEPSTAKES (THE "PROMOTION") IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA WHO ARE AT LEAST AGE 18 ON DATE OF ENTRY. VOID WHERE PROHIBITED.

THE PROMOTION BEGINS MARCH 8, 2021 AND ENDS ON MAY 5, 2021 AT 11:59:59 P.M. (PT) (THE "PROMOTION PERIOD").

1. HOW TO ENTER: To enter the Promotion you must complete the form on the Promotion page at www.sjsharks.com/sweeps (the "Website") during the Promotion Period. Follow the provided instructions to complete and submit an entry form with your name and contact information (the "Entry"). Only one (1) Entry per person per household will be eligible. After you submit the entry form, you will be qualified to win a Prize. Duplicate Entries will be disqualified. All Entries become the property of the Sharks and will not be acknowledged or returned. The Sharks computer is the official timekeeper for the Promotion. Proof of transmission is not proof of receipt. Sharks reserve the right, at its sole discretion, to disqualify any entry that it has reason to believe was not submitted in accordance with these Official Rules. Sharks are not responsible for any inability by potential entrants to connect to the Internet or to access the Website.

2. SELECTION OF WINNERS: Four (4) winners will be randomly selected in seven (7) separate drawings conducted by Sharks personnel from among all eligible entries received during the Promotion Period for a total of twenty eight (28) winners. The drawings will take place on or about March 17, March 18, March 27, April 4, April 19, April 24, and May 6 for the corresponding Prize dates as shown in the table below in section 5. Promotion administration and selection of potential winners are final and binding. Failure to comply with the Validation process described herein and/or any other term contained in these Official Rules when requested may result in disqualification and selection of an alternate winner.

3. ELIGIBILITY: Promotion is open only to legal residents of the United States of America, 18 years of age or older, with access to the Website on the date of entry. Employees of the Sharks, its advertising and promotion agencies involved with this Promotion, and their respective subsidiaries, divisions, affiliates and related companies, and the immediate family members and/or those living in the same household of such employees, are not eligible to participate or win. By entering the Promotion, you are bound by and agree to these Official Rules. Purchasing Internet access, a computer and/or any other device for the purpose of participating in the Promotion is expressly prohibited. All federal, state and local laws and regulations apply. Void where prohibited by law.

4. VALIDATION: Potential winners will be notified by phone and/or email using the contact information provided. Each winner may be required to sign and return a notarized affidavit of eligibility/release of

liability or other paperwork. The Sharks shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Winner must respond to prize notification and accept prize within twenty four (24) hours after initial notification attempt. If a potential winner does not respond and accept the prize within twenty four (24) hours after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. If any potential 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 potential winner will be disqualified and an alternate winner may be selected.

5. PRIZES, ODDS, AND PRIZE RESTRICTIONS: Twenty eight (28) total prizes are available: four (4) prizes are available for seven (7) pre-selected San Jose Sharks game dates (each a “Prize”). Prize details and approximate retail value of each Prize are shown in the chart below.

NUMBER AVAILABLE	DATE(S)	PRIZE DESCRIPTION	APPROXIMATE RETAIL VALUE
4	March 19, 2021	Opportunity to participate in the Western Digital High Five Experience -- a meeting-format Zoom conference video event at the start of selected San Jose Sharks games (the "Prize")	\$250 each
4	March 20, 2021		
4	March 29, 2021		
4	April 6, 2021		
4	April 21, 2021		
4	April 26, 2021		
4	May 8, 2021		

Limit one prize per household. No substitution permitted, except by the Sharks, who reserve the right to substitute a prize with another prize of equal or greater value if announced prize becomes unavailable. No transfer of any prize is permitted. Odds of winning depend on number of eligible entries received prior to drawing. All federal, state and local taxes, and all expenses other than those expressly listed in these rules, are the sole responsibility of winner. All costs and expenses not specified herein, related to the Prize, including but not limited to lodging, transportation costs, meals, taxes (including without limitation income taxes) and gratuities and other expenses incurred by accepting the Prize are the sole responsibility of winner. 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.

The Prize Zoom meeting will be recorded and by participating in the Prize Zoom meeting you consent to being recorded. The scheduling of the Prize Zoom meeting will be determined by the Sharks, and may be subject to change. Individual players participating in the Prize Zoom meeting will be determined in the sole discretion of the Sharks. Winners must supply their own hardware, technology, internet access, and any other necessary items and/or services needed to participate in the Prize Zoom meeting. Winners may be required to create a Zoom account to participate.

The Sharks reserve the right to remove any participants from the Prize Zoom meeting or to stop the event in the Sharks’ sole discretion due to the behavior of the participants. Participants in the Prize Zoom meeting are prohibited from displaying logos or other identifying marks of any NHL team other

than the Sharks. If removed from the Prize Zoom meeting or if the Prize Zoom meeting is terminated due to participant behavior, there will be no alternate prize awarded.

6. PUBLICITY AND USE OF LIKENESS: By entering the Promotion, you certify, warrant, represent, agree and covenant to Sharks Sports & Entertainment LLC, Sharks Minor Holdings LLC, San Jose Arena Management, LLC, the National Hockey League (the "NHL"), and all others acting with the Sharks authority (collectively, the "Releasees") the following:

RIGHT TO USE & OWNERSHIP. The Releasees 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"), including any recording of the Prize Zoom meeting, and to record, broadcast and otherwise exploit the Likeness in any and all 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.

7. 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 Promotion and/or violation of these Official Rules.

By entering, you 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 (iii) enter into this Promotion and accept these terms and conditions freely and voluntarily, without inducement or coercion. You further 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.

8. PRIVACY: Information collected from entrants is subject to the Sharks Sports and Entertainment Privacy Policy. You are encouraged to read this privacy policy, which can be found at:

<http://sharks.nhl.com>.

9. 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 broadcast. The Sharks are not responsible for late, lost and/or incomplete entries, which will be disqualified.

By entering, you agree and accept to be bound by these complete Official Rules, 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, winner grants the Sharks the right to use and publish his or her proper name and likeness and announce winner's name, home city and state.

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 Promotion to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a prize 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. Entrants 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. In the event of a dispute as to the identity of an entrant entering via the methods set forth above in paragraph #1, the authorized account holder will be deemed to be the entrant. "Authorized account holder" is the natural person in whose name the phone has been issued and to whom services are billed. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. 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. The Sharks' decisions as to all matters related to the conduct or administration of the Promotion and selection of the Prize winners are final.

10. 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.

11. SPONSORS/ADMINISTRATOR: San Jose Sharks, LLC, 525 West Santa Clara Street, San Jose, CA 95113 (the "Sharks").

12. 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 Western Digital High Five Experience Sweepstakes Winners List, 525 West Santa Clara Street, San Jose, CA 95113. The name of the winners will not be posted online at www.SJSHARKS.com.