# LOS ANGELES CHARGERS AND CALIFORNIA SOUTHERN UNIVERISTY "MENTOR MOMENTS" SWEEPSTAKES OFFICIAL RULES

### NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. VOID WHERE PROHIBITED OR RESTRICTED. PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.

#### THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK, INSTAGRAM, OR LINKEDIN. AS A CONDITION TO ENTERING THIS CONTEST, YOU RELEASE FACEBOOK, INSTAGRAM, AND LINKEDIN FROM ALL LIABILITY.

#### ODDS OF BEING SELECTED AS ELIGIBLE TO WIN A PRIZE IN THIS SWEEPSTAKES WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES TIMELY RECEIVED IN ACCORDANCE WITH THESE OFFICIAL RULES.

The Los Angeles Chargers and California Southern University – "Mentor Moments" Promotion (the "<u>Sweepstakes</u>") is sponsored by CHARGERS FOOTBALL COMPANY, LLC and CALIFORNIA SOUTHERN UNIVERSITY (together, the "<u>Sponsors</u>"). For the purposes of the Sweepstakes and these Official Rules, "Sponsors" shall include Sponsors' affiliates and related companies, including without limitation, its parent, sister, affiliate, and subsidiary companies, retailers, franchisees, advertising, promotion and fulfillment agencies, suppliers of material and services related to the Sweepstakes, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Sweepstakes and each of their respective owners, members, officers, directors, employees, agents, and other authorized representatives.

1. **SWEEPSTAKES PERIOD**. The Sweepstakes starts on Friday, November 16, 2018 at 12:00 p.m. PST and ends on Thursday, December 13, 2018 at 11:59 p.m. PST (the "<u>Sweepstakes</u> <u>Period</u>"). Entries for the Prizes (as defined below in <u>Section 3</u>) must be received by December 13, 2018 at 11:59 p.m. PST (the "<u>Entry Deadline</u>").

2. ELIGIBILITY. All participants must (a) be at least 21 years of age or older; (b) possess a valid form of U.S. government-issued identification; and (c) be a legal resident of the State of California during the Sweepstakes Period (each, an "<u>Entrant</u>"). All applicable federal, state, and local laws and regulations apply. The Sweepstakes is void where prohibited by law or otherwise restricted. Also excluded from eligibility are (i) all officers, directors, employees, agents and representatives of Sponsors, including any members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives of Sponsors; and (ii) any individuals who have won a prize from Sponsors during the six (6) month period immediately

prior to the commencement of the Sweepstakes Period (collectively above, the "<u>Eligibility</u> <u>Criteria</u>").

3. **PRIZE INFORMATION**. Sponsors will award one (1) prize in accordance with <u>Section</u> <u>5</u> hereof, which will consist of: (i) two tickets to the Los Angeles Chargers' home game on December 22, 2018 played at StubHub Center in Carson, California; (ii) two pre-game field passes for the Los Angeles Chargers' home game on December 22, 2018; (iii) a \$100 Fanatics gift card (the "<u>Prize</u>"). The approximate retail value ("ARV") of the tickets is \$350.00. Parking at StubHub Center is not included in the Prize.

The ARV for Prize is an approximation as of the date of publication of these Official Rules but may be subject to change. Any difference between any ARV and the actual value for such Prize will not be paid to the Winner.

4. HOW TO ENTER. NO PURCHASE OR PAYMENT OF ANY KIND IS **NECESSARY TO ENTER OR WIN.** An individual meeting the Eligibility Criteria may enter the Sweepstakes during the Sweepstakes Period prior to the Entry Deadline by completing and submitting the information requested at https://www.chargers.com/promotions/so-cal-southern. By submitting an entry, Entrant confirms that he or she (as applicable) has read, understands and agrees to abide by these Official Rules. Each entry must adhere to the Eligibility Criteria listed above or such entry will be void and ineligible for entry into the Sweepstakes. All entries must be received during the Sweepstakes Period and prior to the Entry Deadline identified in Section 3 above for the Prize, as applicable. Limit one (1) entry per person only. Entries must be made using only an e-mail address subscribed to and registered in the Entrant's name. Entries must be submitted by the Entrant him/herself. In the event of a dispute regarding entries submitted by multiple individuals using the same e-mail account, the only eligible entry will be the entry submitted by the authorized subscriber to the e-mail account used to enter the Sweepstakes at the actual time of entry. The authorized e-mail account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

**5. HOW TO WIN**. The winner of the Prize ("Winner") will be chosen by random drawing on or about December 14, 2018 at 12:00 p.m. PST in Costa Mesa, California from all eligible entries that are timely received by Sponsors or their designee (the "Draw Date"). Odds of being selected as a Winner in this Sweepstakes will depend on the total number of eligible entries received by the Entry Deadline in accordance with Section 4 above.

6. FACEBOOK, INSTAGRAM, LINKEDIN RELEASE AND DISCLAIMER. Each entrant acknowledges and agrees that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, or LinkedIn. By entering the Sweepstakes, each entrant hereby releases and agrees to hold harmless Facebook, Instagram, and LinkedIn completely from any liability in respect of the Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes will be directed to Sponsors and not Facebook, Instagram, or LinkedIn.

## 7. WINNER NOTIFICATION AND PRIZE CLAIM CONDITIONS.

(a) The Entrant selected as Winner in accordance with <u>Section 5</u> above is subject to verification of eligibility and compliance with these Official Rules.

(b) The Winner will be notified by Sponsors or their designee via e-mail address provided by the Winner at time of entry. The Winner must reply to such notification within three (3) days of the date indicated on the notification, or the respective prize will be forfeited and an alternate Winner may be selected.

(c) The Winner must complete and return to Sponsors (or their authorized agent) a written affidavit of eligibility and compliance (including Winner's Social Security Number as may be required for tax reporting purposes) and a liability and publicity release (collectively, the "Release"), which Release, among other things, releases Sponsors from any liability in connection with this Sweepstakes or the acceptance, possession, use or misuse of the prizes. Winner must return the Release to Sponsors within four (4) days of the date of Sponsors' notification described in subsection (b) above.

(d) Winner will be responsible for all taxes (federal, state, and local of all applicable jurisdictions) and all other expenses not otherwise specified in Section 3 related to acceptance and use of any Prize. Any person winning \$600 or more worth of prizes from Sponsors in a calendar year will receive an IRS form 1099 after the end of the calendar year in which the prizes were awarded, and copy of such form will be filed with the Internal Revenue Service (IRS), or such other tax form as may be required by the laws of the jurisdiction in which the Winner resides. Winner shall complete all tax documentation required by the law of the jurisdiction in which the Winner resides ("Tax Documentation").

(e) Disqualification, forfeiture, or termination may result in the event of any of the following: the return of a Winner notification as undeliverable; inability by Sponsors to reach the Winner or failure of the Winner to respond to Sponsors' notification in accordance with subsection (b) above; failure by Entrant to provide proof of eligibility (if requested), the Release documents, Tax Documentation or other required documentation in a timely manner; or other act, or failure to act, resulting in noncompliance by Entrant with these Official Rules. In the event of such disqualification, forfeiture, or termination, Sponsors may, at Sponsors' sole and absolute discretion, select an alternate eligible Winner at random from all remaining eligible entries received.

#### 8. GENERAL CONDITIONS.

(a) The Prizes must be accepted as awarded and may not be substituted, sold, transferred or redeemed for cash or otherwise; except that Sponsors reserve the right to substitute a Prize or any element thereof for a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if a Prize, or any component of a Prize, cannot be awarded for any reason.

Sponsors will not replace any lost or stolen prizes, and if a Prize Winner does not use the full value of the Prize, no refund will be provided.

(b) Any attempt to exceed the maximum number of entries per person is a violation of these Official Rules and may result in disqualification. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

(c) Entrants assume all risk of lost, late, misdirected, incomplete, or illegible entries. Incomplete, corrupted, garbled, misdirected or otherwise illegible entries, or entries without contact information, or do not conform to the requirements of these Official Rules, are void and will not be accepted.

(d) Sponsors reserve the right to disqualify fraudulent entries or entries suspected of being fraudulent, as determined by Sponsors in their sole discretion. All entries submitted become the sole property of Sponsors and will not be acknowledged or returned.

(e) By entering this sweepstakes, Entrant opts in to receive promotional emails from the Sponsors.

9. LIMITATION OF LIABILITY AND RELEASES. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT SPONSORS HAVE NO LIABILITY WHATSOEVER FOR, AND ENTRANTS SHALL HOLD HARMLESS AND RELEASE SPONSORS, THE NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, AND EACH OF THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES FROM ANY AND ALL LIABILITY FOR, ANY INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) ARISING FROM (A) ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES, INCLUDING ACCESS TO AND USE OF THE SWEEPSTAKES WEBSITE; (B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY; OR (C) THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF A PRIZE, INCLUDING BUT NOT LIMITED TO LIABILITY FOR PERSONAL INJURY, BODILY INJURY (INCLUDING WRONGFUL DEATH), DAMAGE TO PROPERTY, AND DAMAGE OR LOSS OF ANY OTHER KIND. SPONSORS ARE NOT RESPONSIBLE FOR PRIZE QUALITY OR UTILITY.

SPONSORS ARE NOT RESPONSIBLE FOR ANY UNDELIVERED E-MAILS, INCLUDING WITHOUT LIMITATION, E-MAILS THAT ARE NOT RECEIVED BECAUSE OF A POTENIAL PRIZE WINNER'S PRIVACY OR SPAM FILTER SETTINGS WHICH MAY DIVERT ANY NOTIFICATION OR OTHER E-MAIL, INCLUDING ANY PRIZE WINNER NOTIFICATION E-MAIL, TO A SPAM OR JUNK FOLDER.

Without limiting the foregoing, Sponsors shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Sweepstakes website users, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error

which may occur in the processing of submissions in the Sweepstakes; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from Sponsors for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Sweepstakes; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

GOVERNING LAW AND DISPUTES, BINDING ARBITRATION. Entrants 10. expressly consent and agree that any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any other event whatsoever respective to the relationship between Sponsor and Entrant (each, a "Claim"), are to be settled by final and binding arbitration in accordance with the rules of JAMS before a single arbitrator in the State of California, County of Orange, pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, et seq. Any and all Claims shall be resolved individually, without resort to any form of class action; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If any of this arbitration provision is deemed to be invalid, unenforceable or legal, or otherwise conflicts with the rules of JAMS, then the balance of this mandatory arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. Any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, and in no event shall include attorneys' fees. In addition, under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsors in connection with the Sweepstakes, will be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**11. PRIZE WINNER INFORMATION**. A list of the Prize Winners may be obtained by sending a self-addressed stamped envelope to "Mentor Moments Sweepstakes" 3333 Susan St., Costa Mesa, CA 92626.

12. PERSONAL INFORMATION & PUBLICITY. Sponsors and their authorized agents will collect, use, and disclose the personal information provided by Entrant for the purposes of administering the Sweepstakes and prize fulfillment. By entering this Sweepstakes, Entrants consent to such collection, use, and disclosure of Entrant's personal information as described

herein and in the Los Angeles Chargers' Privacy Policy at: http://www.chargers.com/privacy-policy.

By accepting a Prize described herein, each Prize Winner agrees to Sponsors' use of his/her name, city/state/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsors may conduct relating to the Sweepstakes in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, except where prohibited by law. Each Prize Winner agrees to use best efforts to secure its companion's agreement, if applicable, to these terms as a condition of acceptance of the Prize.

**13. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY**. Sponsors reserve the right to suspend or modify this Sweepstakes, or these Official Rules, in whole or in part, at any time and without notice or obligation if, in Sponsors' sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Sweepstakes, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, or any portion thereof; (b) modify or suspend the Sweepstakes, or any portion thereof; (b) modify or suspend the Sweepstakes, or any portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.