## LOS ANGELES CHARGERS "GAMEDAY SUITE" SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED. YOUR PARTICIPATION CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.

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 Chargers Gameday Suite Sweepstakes (the "Sweepstakes") is sponsored by CHARGERS FOOTBALL COMPANY, LLC (the "Sponsor"). For the purposes of the Sweepstakes and these Official Rules, "Sponsor" shall include Sponsor's 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 Period" starts on March 3, 2020 at 7:00 p.m. PT and ends on March 5, 2020 at 7:00 p.m. PT (the "Entry Deadline").
- 2. **ELIGIBILITY**. All participants must (a) be at least 21 years of age or older at the time of entry; (b) be attending select dates and specified times during the Hoag Classic pro-am golf tournament; and (c) be a legal resident of California possessing a valid form of identification (each, an "Entrant"). The Hoag Classic takes place at the Newport Beach Country Club, located at One Clubhouse Drive, Newport Beach California 92660, and selected dates for sweepstakes entry will run from Tuesday March 3, 2020 through Thursday March 5, 2020 during the following specified times: March 3 from 7:00 p.m. to 10:00 p.m., March 4 from 8:00 a.m. to 10:00 p.m., and March 5 from 8:00 a.m. to 10:00 p.m. 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 Sponsor, 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 Sponsor; and (ii) any individuals who have won a prize from Sponsor during the six (6) month period immediately prior to the commencement of the Sweepstakes Period (collectively above, the "Eligibility Criteria").

3. GRAND PRIZE INFORMATION. Sponsor shall award one prize in accordance with Section 5 hereof, which will each consist of: use of one suite for a regular season Chargers home game during the 2020 National Football League ("NFL") season, as designated in the sole discretion of Sponsor in accordance with these Official Rules and depending on the game schedule as determined by the NFL (the "Grand Prize"). Parking at SoFi Stadium is NOT included in the Grand Prize. Sponsor shall determine the location and selection of suite, including its capacity and accompanying amenities. Any additional transportation costs, food and beverage, or other expenses are the sole responsibility of Grand Prize Winner. Sponsor shall award the Grand Prize to a winner in accordance with these Official Rules.

The approximate retail value of the Grand Prize as of the date of publication of these Official Rules has not been determined and will depend on the suite selected, inclusive amenities, and the game date designated for the Grand Prize. The Approximate Retail Value ("ARV") will be determined at a later date and the Grand Prize Winner notified of the amount; the ARV is currently estimated not to exceed \$10,000.000. Any difference between the estimated ARV and the actual value will not be paid to the Grand Prize Winner (as defined below in Section 5).

- 4. HOW TO ENTER. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. Entrants meeting the Eligibility Criteria may enter the Sweepstakes during the Sweepstakes Period prior to the Entry Deadline by completing and submitting the information requested, including name, email, telephone number, zip code, company name (optional), and employment position title (optional) on a digital device provided at Sponsor's designated booth at the Hoag Classic golf tournament during March 3-5, 2020 and by following the on-screen instructions stated therein. Optional questions do not have to be answered in order to enter the Sweepstakes and any answers provided will not affect the outcome of the random drawing. By submitting an entry, Entrant confirms that he or he 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 by the Entry Deadline. 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 Grand Prize Winner will be chosen by random drawing from all eligible entries that are timely received by Sponsor or its designee on or about March 9, 2020 at 10:00 a.m. PT in Costa Mesa, California. The odds of being selected as the Grand Prize Winner in this Sweepstakes will depend on the total number of eligible entries timely received in accordance with Section 4 above.
- 6. GRAND PRIZE WINNER NOTIFICATION AND PRIZE CLAIM CONDITIONS.

- (a) The Entrant selected as the Grand Prize Winner in accordance with <u>Section 5</u> is subject to verification of eligibility and compliance with these Official Rules.
- (b) Grand Prize Winner will be notified by Sponsor via the e-mail address provided by Entrant at time of entry. Grand Prize Winner must reply to such notification within seventy-two (72) hours of the time indicated on the notification, or the Grand Prize will be forfeited and an alternate Grand Prize Winner will be selected.
- (c) Grand Prize Winner must complete and return to Sponsor (or its authorized agent) a written affidavit of eligibility and compliance (including his/her Social Security Number if required for tax reporting purposes) and a liability and publicity release (collectively, the "Release"), releasing Sponsor from any liability in connection with this Sweepstakes or the acceptance, possession, use or misuse of the Grand Prize within seven (7) days of receipt of the affidavit.
- (d) Grand Prize Winner shall be solely responsible for all taxes (federal, state, and local of all applicable jurisdictions), travel expenses and all other expenses related to acceptance and use of the Grand Prize not specified herein. Any person winning \$600 or more worth of prizes from Sponsor in a calendar year will receive an IRS form 1099 from Sponsor 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. Grand Prize Winner shall complete all tax documentation required by the law of the jurisdiction in which Grand Prize Winner resides ("Tax Documentation").
- (e) The return of any Grand Prize Winner notification as undeliverable, the inability to reach a Grand Prize Winner or failure of a Grand Prize Winner to respond to Sponsor's notification in accordance with subsection (b) above, failure to provide proof of eligibility (if requested), Release documents, Tax Documentation or other required documentation in a timely manner, or other non-compliance with these Official Rules may result in disqualification, forfeiture of the Grand Prize and, at Sponsor's sole discretion, selection of an alternate eligible Grand Prize Winner for the forfeited Grand Prize at random from all remaining eligible entries received, who shall be subject to these Official Rules.

## 7. GENERAL CONDITIONS.

(a) The Grand Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; except that Sponsor reserves the right to substitute the Grand Prize or any element thereof for a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if the Grand Prize, or any component of the Grand Prize, cannot be awarded for any reason. Sponsor will not replace any lost or stolen prizes, and if a Grand Prize Winner does not use the full value of the Grand Prize, no refund will be provided. The Grand Prize Winner may not sell any portion of the Grand Prize. IF GRAND PRIZE WINNER IS UNABLE TO ACCEPT USE OF THE GRAND PRIZE DURING THE 2020 NFL SEASON, AN ALTERNATE WINNER MAY BE SELECTED AS PROVIDED FOR HEREIN.

- (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) Sponsor reserves the right to disqualify fraudulent entries or entries suspected of being fraudulent, as determined by Sponsor in its sole discretion. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned.
- LIMITATION OF LIABILITY AND RELEASES. BY PARTICIPATING IN THIS 8. SWEEPSTAKES, ENTRANTS AGREE THAT SPONSOR HAS NO LIABILITY WHATSOEVER FOR, AND ENTRANTS SHALL HOLD HARMLESS AND RELEASE SPONSOR, THE NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, STADCO LA, LLC, AND EACH OF THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, OWNERS, MEMBERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES FROM AND AGAINST, ANY 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. SPONSOR IS NOT RESPONSIBLE FOR PRIZE QUALITY OR UTILITY.

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

Without limiting the foregoing, Sponsor 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 Sponsor 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.

- 9. **GOVERNING LAW/DISPUTES.** Entrants expressly consent and agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes will be resolved individually, without resort to any form of class action, and exclusively by the courts located in Orange County, California; (b) any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) 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 Sponsor 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.
- **10. GRAND PRIZE WINNER INFORMATION**. The name of the Grand Prize Winner may be obtained by sending a self-addressed stamped envelope to Gameday Suite Sweepstakes, 3333 Susan St., Costa Mesa, CA 92626.
- 11. PERSONAL INFORMATION & PUBLICITY. Sponsor and its 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 Sponsor's Privacy Policy at: http://www.chargers.com/privacy-policy.

By accepting the Grand Prize described herein, each Grand Prize Winner agrees to Sponsor's use of his/her name, city/state/province of residence, picture, biographical information, employer or company, statements, voice and likeness in any advertising and publicity Sponsor 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. Grand Prize Winner agrees to use best efforts to secure his or her guests'/invitees' agreement, if applicable, to these terms as a condition of acceptance and use of the Grand Prize.

12. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY. Sponsor reserves 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 Sponsor's sole opinion, 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, Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Sweepstakes, or any portion thereof; (b) modify or suspend the Sweepstakes, or any portion thereof, to address the impairment and then resume the Sweepstakes, or relevant 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.