

**Official Rules for the Vivid Seats Free-to-Play Game Center Challenges
("Official Rules")**

OFFICIAL RULES:

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW AND OUTSIDE THE UNITED STATES.

1. **Contest:** Vivid Seats Free-to-Play Game Center Challenges ("**Promotion**").
2. **Sponsor:** Vivid Seats LLC, 24 E. Washington Street, Suite 900, Chicago, IL 60602 ("**Sponsor**").
3. **Acknowledgement:** As a condition of participating in the Promotion, you agree to be fully and unconditionally bound by these Official Rules, the Vivid Seats Terms of Use ("**Terms of Use**"), the Vivid Seats Privacy Policy ("**Privacy Policy**"), and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and you agree to fully and unconditionally waive any right to claim ambiguity in the Promotion, the Official Rules, the Terms of Use, or the Privacy Policy. THESE OFFICIAL RULES CONTAIN AN ARBITRATION AND DISPUTE RESOLUTION PROVISION THAT REQUIRES YOU AND SPONSOR TO RESOLVE DISPUTES (WITH CERTAIN EXCEPTIONS) BY BINDING AND EXCLUSIVE ARBITRATION INSTEAD OF IN COURT OR BEFORE A JURY.
4. **Promotion Period:** The Promotion consists of separate contests (each a "**Contest**") with the dates for each Contest specified in the title of that Contest in the Vivid Seats app (each, a "**Promotion Period**"), unless earlier terminated in accordance with these Official Rules. Each Contest consists of up to thirty (30) daily free-to-play contests in which all participants must make one (1) or more selection(s) (each a "**Pick**"), ranging from one (1) to five (5) Picks per contest (each a "**Daily Contest**"). Each Daily Contest will feature one (1) or more Pick(s) in the form of either: (a) a multiple-choice "Popular Vote" or other curated poll question (each a "**Poll**"), (b) a multiple-choice Trivia question ("**Trivia**"), or (c) "Over" or "Under" selections on pre-determined player projections for players scheduled to play in a game later that day. By playing in any Daily Contest and completing all required Picks for that Daily Contest, you will be entered into the Promotion for the corresponding Contest.
5. **Eligibility:** The Promotion is open only to legal residents of the United States (including DC) who, at the time of entry: (i) are at least eighteen (18) years of age or age of majority in their state of residence (nineteen (19) for residents of Alabama and Nebraska and twenty-one (21) for residents of Mississippi); (ii) have a Vivid Seats account; and (iii) have an email address that is not hidden (i.e., a private Apple ID email). Employees of Sponsor and any of their parent and affiliate companies as well as the immediate family and household members of such employees are not eligible to participate or win. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
6. **Prize: Prize:** One (1) winner (per Contest) will receive one (1) Vivid Seats Gift Card for up to five hundred dollars (\$500.00) ("**Prize**"). The Prize ARV is up to five hundred dollars (\$500.00) (per Contest). The Prize shall expire one (1) year from the date it is issued to the Winner. All potential winners are subject to verification of eligibility and compliance with these Official Rules. The Prize is non-transferable. No prize substitutions or cash redemptions, except Sponsor reserves the right to substitute a prize of equal or greater value if for any reason an

advertised prize cannot be awarded as intended in these rules; and potential winners agree to such substitution as a condition of entry in this Promotion. Sponsor is not responsible for, and winners will not receive, the difference, if any, between the actual value of a prize at the time of award and the stated ARV in these Official Rules or in any Promotion-related correspondence or materials. In the event the Winner places an order on the Vivid Seats Marketplace with a total value that exceeds the Prize value of \$500, the Winner will be responsible for any and all cost not covered by the Prize. Winners are responsible for all travel, lodging, meals, and other ancillary expenses necessary to attend the events in connection with the Prize. Taxes and fees associated with the Prize, if any, are the sole responsibility of the Prize winner. Sponsor is responsible only for prize delivery and expressly disclaims responsibility for prize utility, quality, or otherwise. Potential winners may be required to provide a tax ID prior to claiming the Prize.

- 7. How to Enter:** Log into your Vivid Seats app, click the “Play” tab to enter the Vivid Seats Game Center, and find the Game Center Challenge you wish to participate in. If you don’t have an existing Vivid Seats account, you may create a new account by downloading the Vivid Seats app. Creating an account is free. You may earn entries into the Prize drawing by playing in Daily Contests during the Promotion Period. The number of entries you earn depends on the number of Daily Contests in which you participate and the number of correct Picks you make in Daily Contests. Each Vivid Seats account user may play in as many or as few Daily Contests as they like during each Promotion Period but may only play in each Daily Contest once per day.

Daily Contests: Each Daily Contest you participate in earns you ten (10) entries into the Prize drawing, and each correct Pick within a Daily Contest entry earns you an additional ten (10) entries into the Prize drawing for the corresponding Contest. To play in a Daily Contest, you must, during the applicable Daily Entry Period for that Daily Contest, log into your Vivid Seats app, find the Game Center Challenge you wish to participate in, and make all required Picks to complete your Daily Contest entry. You may play in as many or as few Daily Contests as you like during the Promotion Period, but no more than one entry per Daily Contest per Vivid Seats account. Late entries will not be acknowledged. Sponsor’s time clock is the official time clock for the Promotion.

“Over”/“Under” Picks: The “correct” answer will be determined based on the team’s or player’s real-life performance in the applicable game and the resulting statistics.

Trivia Picks: The “correct” answer will be determined based on Sponsor’s Vivid Seats marketplace sales data (if applicable) and/or reputable internet resources reviewed by Sponsor.

Poll Picks: The answer selected by the greatest number of Daily Contest participants will be deemed the “correct” answer.

- 8. Winner Determination:** The winner for each Contest will be randomly chosen from all eligible entries earned during the applicable Promotion Period no later than seven (7) business days following the Promotion Period. Your odds of winning the Prize for any Contest depend upon the number of entries you earn out of the total number of entries earned by all participants. Sponsor reserves the right at its sole discretion to choose an alternative qualifier or possible winner in the event that a qualifier or possible winner has been disqualified or is deemed ineligible, in Sponsor’s sole discretion. Non-winning entries from one Contest shall not roll forward to any subsequent Contest(s).

9. **Winner Notification:** Once the selection of the winner for each Contest is complete, the selected winner will be notified no later than seven (7) business days following the applicable Promotion Period via email to the email address associated with their Vivid Seats account. Sponsor is not responsible for any change in an entrant's email address or other contact information. Sponsor is not obligated to attempt to notify potential winners by any other method or means of communication. Potential Prize winner(s) must respond to Sponsor's email in order to claim their Prize. Potential Prize winner(s) may also be required to complete and return an affidavit of eligibility and, except where prohibited by law, a publicity rights and liability release ("**Affidavit**") within the time period set forth in Sponsor's notification. In the event a potential Prize winner: (a) is found to be ineligible to enter the Promotion or receive the prize; (b) exhibits any kind of disrespectful or inappropriate behavior towards Sponsor or Sponsor's employees; (c) fails to sign the Affidavit or otherwise fulfill the Affidavit-related obligations; (d) cannot be reached or a winner notification or Affidavit is returned as undeliverable; (e) does not respond within forty-eight (48) hours from the time Sponsor emails the winner notification; or (f) cannot or does not comply with these Official Rules, such potential Prize winner may be disqualified from the Promotion and the Prize will be awarded to the next randomly selected entrant from all eligible entries in accordance with the methodology described in these Official Rules. Sponsor reserves the right to repeat this process until a potential Prize winner has complied with all eligibility and verification requirements.
10. **Right to Suspend or Terminate:** Sponsor reserves the right to cancel, suspend, or modify the Promotion and/or any Contest and/or any Daily Contest if fraud or technical failures destroy the integrity of the Promotion and/or any Contest and/or any Daily Contest, as determined by the Sponsor in its sole discretion; and/or if Sponsor is prevented from awarding prizes or continuing with the Promotion and/or any Contest and/or any Daily Contest as contemplated herein by any event beyond its control. If the Promotion and/or any Contest and/or any Daily Contest is terminated before the designated end date, Sponsor reserves the right to award the Prize(s) based on eligible entries received prior to the termination.
11. **Indemnification:** By entering this Promotion and/or accepting receipt of any prize, you agree to release, defend, covenant not to sue, and discharge and hold harmless Sponsor, its parents, subsidiaries and affiliates, and their respective advertising and Promotion agencies, employees, directors, and officers from and against any claims, causes of action, losses, and damages arising out of your participation in this Promotion, including, but not limited to, any Promotion-related activities, the administration of the Promotion, publicity rights, invasion of privacy, personal injury, death, damage to or loss of property, and the acceptance, possession, use and/or misuse of any prize awarded in this Promotion. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**
12. **Publicity Rights:** By accepting any Prize, you further agree that Sponsor may use your name, likeness, photographs, voice, address, and biographical information for worldwide marketing purposes, in perpetuity, in any and all forms of media, now known or hereafter devised, without further compensation or right of approval, unless prohibited by law.
13. **Disputes: EXCEPT WHERE PROHIBITED, YOU AGREE THAT THESE OFFICIAL RULES AND YOUR PARTICIPATION IN THE PROMOTION ARE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS. EXCEPT WHERE PROHIBITED, BOTH YOU AND SPONSOR**

WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO BRING OR RESOLVE ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION. NOTWITHSTANDING ANY PROVISION IN THE AAA RULES (DEFINED IN THE VIVID SEATS TERMS OF SERVICE) TO THE CONTRARY, THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY OR ANY JURISDICTION TO HEAR THE ARBITRATION AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR TO CONSOLIDATE, JOIN, OR OTHERWISE COMBINE THE CLAIMS OF DIFFERENT PERSONS INTO ONE PROCEEDING. THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION, AND JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

14. General Terms:

- a. Sponsor reserves the right to amend these Official Rules at any time, and it is your responsibility to review these Official Rules for any changes. By participating in the Promotion or accepting a prize after we change these Official Rules, you accept all changes thereto.
- b. Sponsor is not responsible for errors or problems downloading or uploading any Promotion-related materials or information, or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet, or any other technical problems related to Promotion entries that may limit an entrant's ability to participate in this Promotion. Entries made using a false identify, on behalf of another individual, or through any robotic, automatic, mechanical, programmed or similar entry duplication method will be disqualified.
- c. Sponsor's decisions are final and binding in all matters relating to the Promotion.
- d. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
- e. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

- 15. Winners List:** To obtain a copy of the winners list following completion of the Promotion Period, send a self-addressed, stamped envelope to be received within thirty (30) days following the end of the Promotion Period to Vivid Seats Game Center Challenges, [include title of the contest you are inquiring about] 24 East Washington Street, 9th Floor, Chicago, IL 60602, Attention: Legal.