

The Hampton Coliseum 50th Anniversary Giveaway Official Rules

1. ELIGIBILITY: The Hampton Coliseum 50th Anniversary Giveaway (the "Sweepstakes") is open only to entrants who are legal residents of Virginia, 18 years of age or older as of the date of entry. The following persons are not eligible to enter or win: employees of Hampton Coliseum or Hampton Arts Commission; and the immediate families (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and members of the households, whether or not related, of each of the above. The Sweepstakes is subject to all applicable federal, state and local laws.

2. HOW TO ENTER: The entry period for the Sweepstakes will commence on **Monday, January 13, 2020, at 8:00:00 a.m. Eastern Time ("ET") and end on Monday, January 27, 2020, at 11:59:59 p.m. ET (the "Entry Period").**

There is one way to enter during the Entry Period:

(i) follow the directions provided to complete the online entry form at hamptoncoliseum.org and submit electronically.

By successfully transmitting a completed online entry form through the entry method set forth above during the Entry Period, you will be entered in the Sweepstakes. LIMIT ONE (1) ENTRY, PER PERSON. Additional entries beyond the specified limit will be void. Entries generated by script, macro or other automated means and entries generated by any other means which subvert the entry process will be void. Entrants must fully complete and submit all non-optional data requested on the entry form to be eligible. Incomplete and/or inaccurate entries are void. No entries will be returned. Proof of submission will not be deemed to be proof of receipt by Hampton Coliseum ("Sponsor").

3. DRAWING: Entries must be received during the Entry Period to be eligible for the drawing. One (1) potential winner will be drawn at random on or about **Friday, January 31, 2020**, from among all eligible entries received. Sponsor reserves the right to delay the drawing. The potential winner will be notified via email and/or telephone (at Sponsor's discretion). The potential winner must respond to such notification within forty-eight (48) hours, or he/she will forfeit the Prize (as defined below) and, at Sponsor's sole discretion and time permitting, an alternate potential winner will be drawn at random from among all remaining eligible entries. The potential winner will be required to execute

and return, prior to and as a condition of receiving the Prize, an affidavit of eligibility and liability release and, except where prohibited by law, a publicity release. The potential winner must return such releases within four (4) days of the date of issuance. Failure to comply with these Official Rules will cause the Prize to be forfeited and, at Sponsor's sole discretion and time permitting, awarded to an alternate potential winner to be drawn at random from among all remaining eligible entries. Odds of winning the Prize depend on the number of eligible entries received for the drawing. If (i) the potential winner does not respond to the Prize notification within the timeframe stated, (ii) the Prize notification is returned as undeliverable, (iii) the potential winner declines his or her Prize, or (iv) the potential winner fails to return all required documents within the timeframe stated, it will result in Prize forfeiture and the disqualification of such potential winner and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be drawn by random drawing from among all remaining eligible entries.

4. DESCRIPTION OF PRIZE(S): One (1) prize (the "Prize"): One (1) winner will receive two (2) tickets to all public ticketed events (i.e., those events which are open to the public and for which a ticket is required for admission) taking place at Hampton Coliseum throughout 2020, beginning **February 3, 2020** and concluding **December 31, 2020**. The Approximate Retail Value of the Prize may fluctuate based on ticket availability, seat location and booking of additional events. For events with more than one performance, tickets will only be awarded for one performance. Specific event dates are at the sole discretion of Sponsor and subject to limitations and special conditions. No date substitutions will be permitted, except in Sponsor's sole discretion. The Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. The Prize is not transferable, and no substitutions or cash redemptions are allowed, except by Sponsor which reserves the right to substitute the Prize (or any component thereof) with one of comparable or greater retail value at their sole discretion. Dates and/or times of events are subject to change. Events are subject to cancellation. Tickets and vouchers are subject to certain terms and conditions as specified thereon and by applicable issuer. Resale of the Prize or any portion of the Prize is prohibited. All costs and expenses not stated herein as being provided in connection with the redemption, receipt and/or use of the Prize are the responsibility of the winner, including, but not limited to, transportation, accommodations and meals, and all federal, state and local taxes. Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of the Prize (each a "Prize Provider") due to reasons beyond Sponsor's control and

Sponsor is not responsible or liable for any expenses incurred as a consequence thereof. All Prize details are at Sponsor's sole discretion.

5. ADDITIONAL TERMS: By entering, entrants agree to abide and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all matters relating to this Sweepstakes. Entries will be declared made by the authorized account holder of the email address submitted at the time of entry and he/she must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, education, institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, illegible, undelivered or garbled entries or email; or for entries not received due to lost, failed, delayed or interrupted connections, including Internet Service Provider (ISP), Web-server, network, cable, server, satellite, phone-line connections or miscommunications, or other electronic malfunctions, computer or telephone, hardware or software failures, malfunctions, or garbled or jumbled transmissions. Released Parties are not responsible for any other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize, the cancellation or postponement of any event, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website or for travel related delays or cancellations (if applicable). Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right, in their sole discretion, to cancel or suspend the Sweepstakes should virus, bugs, unauthorized human intervention, or other causes, in Sponsor's sole opinion, corrupt or impair the administration, security, fairness or proper operation or play of the Sweepstakes, and, in the event of termination, draw the winner from all non-suspect, eligible entries received prior to action taken. All entries

become the property of Sponsor and will not be returned. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR THEIR AGENTS RESERVE THE RIGHT TO DISQUALIFY AND SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

If due to a printing, production or other error, more Prizes are claimed than are intended to be awarded, the intended Prize will be awarded in a random drawing from among all verified and validated prize claims received. No more than the stated number of Prize(s) will be awarded.

6. WINNER'S LIST: Subject to any applicable provisions of the Virginia Freedom of Information Act, Sponsor is not obligated to publicly or privately release the winner's name, entry details, or other personally identifying information online, in print, or otherwise to any persons or entities before, during, or after the Sweepstakes period.

7. PUBLICITY: The winner acknowledges and agrees that as a condition of winning, if legally permissible, Sponsor and their respective designees have the right to use his/her name, likeness, photograph, voice, city and state of residence and Prize information for advertising and promotional purposes in any and all media now known or hereafter devised, worldwide in perpetuity, without further compensation, authorization, remuneration or notification.

8. TAXES: All applicable local, state and federal taxes are the sole responsibility of the winner. Sponsor will issue a form 1099 MISC or W2-G to the winner as applicable.

9. LIABILITY: Each entrant, by entering the Sweepstakes, agree that Sponsor and their respective parents, affiliates and subsidiaries and all of their respective agents, employees, directors and officers (collectively, "Released Parties"), will have no liability whatsoever for and shall be held harmless by entrants against, any injuries, losses or damages of any kind, including death, to persons, or property incurred in connection with or resulting, in whole or in part, directly or indirectly from acceptance, possession or use/misuse of the Prize (including any

travel or activity related thereto) and/or participating in this Sweepstakes.

10. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, or any other social media company.

11. USE OF DATA: By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted this privacy policy.

12. The decisions of Sponsor will be final and binding in all matters pertaining to the Sweepstakes. Sponsor reserves the right to correct any and all printing, typographical or mechanical errors.

13. Disputes; Governing Law: The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO WAIVE ANY RIGHTS TO BRING A CLAIM AGAINST THE RELEASED PARTIES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND WAIVES ANY AND ALL CLAIMS FOR PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any claims deemed not waivable as proscribed by statute., the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the City of Hampton, Virginia. The parties agree not to raise the defense of forum non-conveniens.

14. SPONSOR: City of Hampton d.b.a. Hampton Coliseum, 1000 Coliseum Drive, Hampton, VA 23666