2015-16 Official Rules - Colorado Avalanche

"DID YOU KNOW" TRIVIA CONTEST PRESENTED BY STEVINSON AUTOMOTIVE AND ALTITUDE SPORTS & ENTERTAINMENT SPONSORED BY STEVINSON AUTOMOTIVE

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF COLORADO AND WHERE PROHIBITED OR RESTRICTED BY LAW. THE ODDS OF WINNING DEPEND ON THE TOTAL NUMBER OF CORRECT "ELIGIBLE ENTRIES" RECEIVED AT THE TIME OF EACH APPLICABLE DRAWING.
- **2. Entry Period:** The "Did You Know" trivia contest presented by Stevinson Automotive (the "Contest") commences at 6:00 PM MST on October 29, 2015, and ends at 11:59 PM MDT on June 30, 2016 (the "Contest Period"). All entries must be received by 11:59 PM MDT on June 30, 2016. All interpretations of these Official Rules and decisions made by Sponsor or Sponsor's designee(s) relating to the Contest are final.
- Eligibility: CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF COLORADO WHO ARE AT LEAST 18 YEARS OF AGE AT TIME OF ENTRY. Employees, agents, directors and affiliates of Stevinson Automotive ("STEVINSON AUTOMOTIVE" or "Sponsor"), Altitude Sports & Entertainment, its employees, agents, directors and affiliates (collectively, "Altitude"), the Colorado Avalanche, the NHL and their respective parent companies, affiliated companies, subsidiaries, partners, dealers, manufacturers, distributors, sponsors, advertising agencies, promotion and administration agencies and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of this Contest ("Contest Entities"), and their immediate families (i.e., parents, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to enter Contest. By participating in this Contest, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor (and any designee of Sponsor) and by the decisions of Sponsor (and any designee of Sponsor); (b) acknowledge compliance with these Official Rules; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release and hold harmless Contest Entities from and against any and all claims, injury or damages arising out of or relating to participation in Contest and/or the use, misuse or redemption of the Prizes (hereinafter defined), and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related cause of action.
- **4. Contest Overview**: A "Did You Know" trivia question will be asked and shown on Altitude during each live telecast of an Avalanche game during the Contest Period. The game night contest will be run at each Colorado Avalanche game through the end of the regular season, however, <u>Game Night Winners from April 1, 3, 5, 7 and 9 will not be eligible to win the Grand Prize (the "Excluded Game Nights"). One (1) winner per game will be randomly selected from all correct submissions during each Avalanche game. Each selection will be made at random from all "Eligible Entries" (hereinafter defined) received up to the time of the respective selection. All Eligible Entries not selected during any one drawing will not remain in the pool of entries for any subsequent selection during the Contest Period.</u>

A maximum of sixty-nine (69) Game Night Winners from October 29, 2015 through March 29, 2016, will automatically qualify as a semi-finalist for a chance to win the "Grand Prize." The Game Night Winners for the Excluded Game Nights will **not** qualify as semi-finalists for the Contest. Semi-finalists will be asked to meet Sponsor and Altitude representatives at a pre-determined location before the Sunday, April 3, 2016 Colorado Avalanche home game. During that meeting, a number of semi-finalists will be randomly selected by Sponsor or its designee as finalists. The finalists will compete in a contest on the Pepsi Center ice during the 1st intermission of the Colorado Avalanche game on April 3, 2016. The contest will involve physical activity and may be on-ice. The winner of the on-ice contest will win the Grand Prize. The Grand Prize winner must be present to win.

To Enter: There is one (1) method of entry: Online Submission. Using your computer, tablet or mobile phone, go to http://www.ksefanzone.com/avsstevinsontrivia or click on "Did You Know Trivia" on the main menu of the official Colorado Avalanche mobile app. Entrants must be registered account holders on the http://www.KSEFanZone.com website before they are allowed to submit an answer. Submit your entry by choosing what is believed to be correct answer to the trivia question shown during the applicable timeframe given. After the entry is received, a response will be generated online let each entrant know if his or her answer

was correct or incorrect. Entrants that give a correct answer are eligible to win that night. Each Game Night Winner will be notified via email with further information regarding the delivery of the prize.

In order to play and submit answers to the trivia questions, entrant must have access to the internet either by computer, tablet or mobile device. This method of entry may not be available in all areas at all times during the Contest Period. This method of entry may cease to be available to entrant in the event of product, software, coverage or other service changes made by entrant's wireless carrier. Data rates may apply. Please contact your service provider for pricing plans and service availability. Sponsor is not responsible for charges entrants may incur as a result of wireless phone or Internet transmissions.

There is a limit of one (1) entry per person per question. If it is suspected that an entrant submits more than one entry, only one (1) entry will count. In the event of a dispute over who is the winner, the "authorized account subscriber" KSEFanZone.com used to participate in Contest at the actual time of entry, will be deemed to be the winning entrant. In the event a winning account selected is a joint account, a total of one (1) Prize will be awarded in the name of the first-named account holder. Proof to Sponsor's satisfaction of being the authorized account subscriber may be required by Sponsor.

All entries that correctly answer the applicable trivia question prior to the drawing for such question, and which are submitted in compliance with these Official Rules and not disqualified are considered "Eligible Entries". All entries become the sole and exclusive property of Sponsor. Entries will not be returned and receipt of entries may not be acknowledged. Proof of entry submission will not be deemed to be proof of receipt of entry by Sponsor.

The odds of becoming a Winner depend on the total number of correct Eligible Entries received by each applicable Drawing.

By participating in Contest, each game Winner grants the right to Sponsor and Altitude to record, videotape and photograph the Winner ("Images"). These Images will be owned by Sponsor and/or Altitude. Sponsor and Altitude and each of their designees shall have the right to use, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, voice, conversation and any other attributes of each Winner, individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for the purpose of trade, advertising, promotion or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

6. Prizes Descriptions:

A. Game Night Prizes: Each Game Night Winner will each receive a total of two (2) tickets to a 2015-16 Colorado Avalanche regular season home game at Pepsi Center, with an approximate retail value ("<u>ARV</u>") of \$198. There will be seventy-four (74) Game Night Prizes awarded throughout the course of the 2015-16 Colorado Avalanche season.

The total ARV of all of the Game Night Prizes is \$14,652. The ARV is subject to change based on current market conditions at time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded.

Choice of ticket seat locations and game dates to be determined by Sponsor in its sole discretion. Winners and guests are responsible for all costs and expenses associated with Prize acceptance and use that are not specified herein as being awarded, including without limitation, lodging, meals, gratuities, transportation to and from Prize venue, and parking at the Prize Venue. Prize dates are subject to change in Sponsor's sole discretion. If a Winner is not available or able to accept the Prize, Winner privileges will be terminated and an alternative Winner will be selected in a random manner from among the remaining applicable Eligible Entries.

B. Grand Prize: The "Grand Prize" is a standard twenty-four (24) month lease for a **2016 Lexus IS 300 AWD from the Sponsor.** The specific model and specifications for Vehicle awarded will be selected by Sponsor, at its sole discretion. The approximate retail value ("ARV") of the Grand Prize is \$11,000. The right to receive the Grand Prize is non-transferable and non-assignable. No cash redemption of a Grand Prize is permitted except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the any prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion. The depiction of the Prize Vehicle in any Contest-related advertising or promotional materials or physical display may not reflect the actual vehicle delivered to the winner. The Grand Prize winner will be solely responsible for any additional

features, upgrades or options to the Vehicle that may be available. A standard lease provides 12,000 miles per year. The Grand Prize winner is required to sign a twenty-four (24) month lease agreement. The Grand Prize winner agrees to a background check and credit check to be performed by the applicable dealership to confirm he or she qualifies for the lease of the Vehicle. If any Grand Prize winner fails to pass the aforementioned background and/or credit check, such individual will be disqualified from receiving the Vehicle lease and, instead, will receive \$11,000 or an alternative prize valued at \$11,000 (at Sponsor's sole election). The Grand Prize winner must take delivery of the Vehicle, at his or her sole expense, within fifteen (15) days of notice of availability of the Vehicle from a dealership in the Denver metropolitan area selected by Sponsor, or, at Sponsor's sole discretion, the Grand Prize will be forfeited. No other delivery option will be available. Sponsor will make reasonable efforts, subject to availability, to deliver the Vehicle no later than thirty (30) days from final verification of the applicable Grand Prize winner's eligibility and delivery of documentation as required under these Rules, but in no event will any Contest Entity be responsible for delays in delivery of the Grand Prize. The Grand Prize winner bears all risk of loss or damage to the Vehicle after it has been picked up. The Grand Prize winner is responsible for all taxes and expenses, including but not limited to sales tax, luxury tax, mileage overages, destination charges, registration, title and license fees, insurance, transportation, and all other costs incurred in claiming, registering, using and returning the Vehicle. Each Grand Prize winner must present his or her valid driver's license and provide satisfactory proof of legally required automobile insurance prior to the delivery of the Vehicle. Vehicle details and availability are subject to change.

7. Prize Winner Verification: The potential winners may be required to prove eligibility, including, without limitation, proof of age, residence and identity, which may include submitting a copy of a driver's license, passport or similar government issued identification within two (2) business days of being notified of being a potential winner. Providing that potential winners are in compliance with the Official Rules, each such winners will each be determined to be a "Winner". In the event of non-compliance by a potential Winner such potential Winner shall be disqualified and all privileges otherwise due as a Winner shall be terminated and an alternative potential Winner will be chosen in a random drawing from among all of the remaining applicable Eligible Entries received. Sponsor expressly reserves the right to delay the announcement of the Winners for any reason Sponsor deems necessary. In addition, Sponsor reserves the right to select an alternate Winner in event that any potential winner fails to comply with these Official Rules.

By participating in Contest, Winners acknowledge that Contest Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that Winners (or any parent or legal guardian acting on behalf of a Winner) will be responsible for obtaining and paying for any life, travel, car, accident, property or other form of insurance relating to the Prizes that Winners deem appropriate.

8. Game Night Winner Selection and Notification: There will be seventy-four (74) randomly selected Game Night Winners from among all of the Eligible Entries as specified in Section 4 herein throughout the designated Contest Period (one Winner per game). Each Winner will receive an email on the game night declaring them the winner of the "Did You Know" Trivia Contest and that a Sponsor or Sponsor's designee representative will contact them within two business days. Sponsor's designee will attempt to contact the potential Winners via the telephone number provided at time of registration on KSEFanZone.com. Messages for the winner may be left on voicemails or answering machine systems. If the selected Winner fails to get back to the Sponsor's designee by the specified date and time, the potential Winner will be disqualified and an alternate potential Winner will be selected in a random drawing from among all of the remaining applicable Eligible Entries.

Winner's name may also be broadcast on Altitude's television network during the second half of the "Did You Know" Trivia Contest feature on air.

9. Game Night Prize Terms: The dates for fulfillment of the Prizes will be October 2015 through April 2016, but subject to change in Sponsor's sole discretion. If for any reason any Prize is unavailable or any Prize or related event is delayed, cancelled or postponed, or for any other reason, Sponsor reserves the right to modify the Contest in its sole discretion and award a substitute Prize, or portion of Prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner. Contest Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prizes. All costs and expenses not specifically listed above as part of the Prize, including, without limitation; transportation, meals, snacks and beverages are solely Winner's responsibility. Prizes are provided "as is". Entrants acknowledge that Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes, including any express warranties provided by a Prize supplier that are sent along with the Prizes and any implied warranty of merchantability of

fitness for a particular purpose. Arrangements for the fulfillment of the Prizes will be made by Sponsor or its designee.

The value of the Prizes will be taxable to Winners as income. An IRS Form 1099 will be issued in the name of Winner for the actual value of the Prize awarded if the actual value of Prize is over \$600. All federal, state and local taxes, and any other costs and expenses associated with acceptance or use of Prize not specifically provided for in these Official Rules are solely the Winner's responsibility.

General Terms: Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Contest Entities do not (i) make any warranty, guaranty or representation of any kind concerning the Contest or any prize (including any Grand Prize) and (ii) to the extent permitted by law, disclaim any and all express and implied warranties (including, without limitation, quality, merchantability and fitness for a particular purpose) relating to the Contest and the prizes (including any Grand Prize). Any and all guarantees and warranties for any Vehicle are subject to the manufacturer's terms and conditions, and the Grand Prize winner agrees to look solely to such manufacturer for any such warranty or guarantee claim. In this regard, each Vehicle will be delivered solely with the express limited warranties set forth in the Vehicle's Warranty Maintenance Booklet, and will run for the terms set forth in the Warranty Maintenance Booklet. Sponsor reserves the right in its sole discretion to disqualify any individual who is found 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 Contest, 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. The Contest Entities are not responsible for printing or typographical errors in any Contest-related materials; or transactions that are processed late, incorrectly or are lost. Sponsor reserves the right to cancel or modify the Contest if fraud or other difficulties compromise the integrity of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the

Sponsor reserves the right in its sole discretion to disqualify any person (including a Winner) Sponsor suspects or finds: (i) to have tampered with the entry/selection process or the operation of Contest; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring Sponsor or Contest Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with Contest; or (v) to be acting in violation of these Official Rules. Any violation of these official rules by a Winner will result in such Winner's disqualification as a Winner of the Contest and all privileges as a winner will be immediately terminated.

Contest Entities are not responsible if Contest cannot take place, or if any Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Contest Entities. If, for any reason Contest is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of Contest Entities, which, in Sponsor's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Contest or any part of the Contest. If Contest or any part of the Contest is terminated or modified prior to the closing date of the Contest, notice will be posted on altitude.tv and the Prizes will be awarded to potential Winners to be selected in a random drawing from among all of the remaining uncorrupted applicable Eligible Entries received prior to any such event outside of the reasonable control of Sponsor. Sponsor reserves the right to modify and amend these Official Rules from time to time during Contest for clarification purposes.

Altitude collects personal data from entrants when they enter this Contest. This information becomes the property of Altitude and Sponsor, and may be combined with other information that you have submitted in the past. Your personal information may be added to mailing and calling lists and, if so, you may unsubscribe by using the opt-out methods explained by the Altitude's and Sponsor privacy policies. Personal data is subject to Altitude's and Sponsor's privacy policies and will be handled consistent with those policies and subject to any specific privacy choices you communicate to them in the future. Your personal information may be used by Sponsor and Altitude for marketing and promotional purposes, but will be disclosed to outside parties only for the purpose of administering the Sweepstakes and delivering prizes.

Entrants agree to indemnify and hold harmless all Contest Entities from any and all liability arising out of or relating in any way to entrant's participation in Contest and to release all rights to bring any claim, action or

proceeding against Contest Entities. Contest Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, damaged, destroyed, delayed, misdirected, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in Contest, or by any human, mechanical or electronic error which may occur in the processing of the entries in Contest, or other errors appearing within the Official Rules or in any Contest related advertisements. Contest Entities assume no responsibility for any typographical or other error in the awarding of the prize on air, printing of the offer, administration of Contest, errors in processing entries, identifying the Winners, in the announcement of the Prizes and Winners, and the delivery of the Prizes, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone related to or resulting from participation or downloading any materials in Contest. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have used a software generated, robotic, programmed, script, macro or other automated entry; (ii) to have tampered with the entry process or the operation of Contest; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such Winner or Contest Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Contest; or (vi) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE CONTEST AND ALL PRIVILEGES AS ATHE WINNER WILL BE IMMEDIATELY TERMINATED.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. THE COLORADO COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF COLORADO SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THESE COURTS.

- **11. Request for Names of Winners and Official Rules**: All requests for a copy of the Official Rules and for the names of the Winners must be made by June 30 2015. For the name of the Winners and/or Official Rules: (i) send a self-addressed stamped envelope to: Pepsi Center; Attention: "Did You Know" presented by Stevinson Automotive, 1000 Chopper Circle, Denver, CO 80204; and (ii) write "Winners List" and/or "Official Rules" on the lower left hand corner of the envelope.
- **12. Sponsored by:** This Contest is sponsored by Stevinson Automotive, Inc.
- **13. Administered by:** This Contest is administered by Altitude Sports & Entertainment; 1000 Chopper Circle, Denver, CO 80204