

**STUBHUB® #TICKETFORWARD NOMINATION PROGRAM**  
**TERMS & CONDITIONS**

**OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, AND CANADA (EXCLUDING QUEBEC) WHO ARE EIGHTEEN (18) YEARS OF AGE/AGE OF MAJORITY IN THEIR JURISDICTION OR OLDER AT THE TIME OF PARTICIPATION. VOID WHERE PROHIBITED.**

The StubHub® #TicketForward Nomination Program (“Program”) is sponsored by StubHub, Inc. (“Sponsor”), 199 Fremont Street, Floor 4, San Francisco, CA 94105 USA.

- 1. PROGRAM PERIOD:** Nominations will be accepted between June 19, 2019 at 12:00 PM Pacific Time (“PT”) and June 18, 2020 at 11:59:59 PM PT, or whenever all Gifts (as described in Section 6 below) have been distributed, whichever occurs first (“Program Period”). The Sponsor’s computer is the Program’s official clock.
- 2. ELIGIBILITY:** This Program is open only to legal residents of the fifty (50) United States (including the District of Columbia) and Canada (excluding Quebec) who are at least eighteen (18) years old and have reached the age of majority in their jurisdiction of residence at the time of participation. Employees of Sponsor, the independent third-party contest administrator (“Administrator”), and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Program Entities”) and each of their immediate family members (*e.g.*, spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void in Quebec and where prohibited or restricted by law.

Participation constitutes participant’s full and unconditional agreement to these Terms & Conditions and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Program.

- 3. HOW TO SUBMIT A NOMINATION:** During the Program Period, an eligible participant may visit [www.stubhub.com/ticketforward](http://www.stubhub.com/ticketforward) (“Website”), enter the information requested on the nomination form, which may include, without limitation: the nominator’s first and complete last name (no initials); valid e-mail address, city, state/province, and country of residence, the nominated person’s first and complete last name (no initials), and why they deserve tickets (collectively, a “Nomination”).

The participant submitting a Nomination shall herein be referred to as the “Nominator.” The person named in a Nomination shall herein be referred to as the “Nominee.”

Note: Nominators must have an existing personal relationship with the Nominee and have permission from such person to be included in the Program. A Nominator may not submit a Nomination on behalf of himself/herself. If requested, Nominator must be able to provide written confirmation that he/she has permission to submit the Nominee into this Program.

A Nominator may not nominate an individual Nominee more than once. A Nominator may nominate several individuals during the Program Period. If more than one (1) Nomination is received from the same Nominator and/or e-mail address for a specific Nominee during the Program Period, the Nominees and the Nominator may, at the Sponsor’s sole discretion, be declared null and void.

By submitting a Nomination, each Nominator agrees that his/her Nomination complies with these Terms & Conditions, including the Nomination Guidelines and Requirements set forth in Section 4 of these Terms & Conditions. Each Nominator also agrees that Sponsor may disqualify the Nominator from the Program if Sponsor believes, in its sole and absolute discretion, that a Nomination fails to comply with these Terms & Conditions.

**4. NOMINATION GUIDELINES AND REQUIREMENTS:** Each Nomination:

- Must be in English;
- Must name an individual that is not the Nominator;
- Must include a Nominee who meets the eligibility criteria set forth in Section 2 of these Terms & Conditions;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Program;
- Must comply with all other Nomination Guidelines and Requirements and provisions of these Terms & Conditions;
- Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Nomination is created or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behavior.

**NOTE:** If any Nomination fails to comply with any of these Nomination Guidelines and Requirements or any other provisions of these Terms & Conditions, Sponsor reserves the right, in its sole discretion, to disqualify the Nominator and the Nomination will be declared null and void.

**5. SELECTION OF GIFT RECIPIENTS:** Periodically during the Program Period, all eligible Nominations will be reviewed by Sponsor. Sponsor, in its sole and absolute discretion, will select Nominators to receive a Gift (“Gift Recipient”) based on the Nominations received in its sole discretion. Selected Gift Recipients will be subject to these Terms & Conditions. Sponsor intends to provide up to 1,000 Gifts during the entire Program Period. Decisions of Sponsor are final and binding. Due to the nature of the Program, Sponsor may, in its sole discretion, may choose to award more or less Gifts during the Program Period.

**6. GIFTS:** Each gift is live event tickets, awarded as either tickets to a specific event or a StubHub eGift Card, up to a \$300 value, as determined in Sponsor’s sole discretion (“Gift”). Each Gift is provided to the Gift Recipient, and not the Nominee, however it is the intention of the Sponsor that the Gift Recipient use the Gift for a live event experience for the Nominee. Limit one (1) Gift per Gift Recipient during the Program Period. StubHub eGift Cards are subject to all terms and conditions found at <https://www.stubhub.com/gift-cards/>. No Gift substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves

the right to substitute a gift of equal or greater value in case of unavailability of the Gift or force majeure, at Sponsor's sole and absolute discretion.

- 7. HOW TO CLAIM A GIFT:** Potential Gift Recipients are subject to verification of eligibility and compliance with these Terms & Conditions. Upon selection, each potential Gift Recipient will be notified by Sponsor via the Gift Recipient's e-mail as entered on the Nomination. If a notification e-mail is returned as undeliverable, if any potential Gift Recipient is found to be ineligible or not in compliance with these Terms & Conditions, or declines to accept the Gift, the Gift may be forfeited, in Sponsor's sole discretion.

Sponsor will attempt to notify potential Gift Recipients as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a Gift Recipient's privacy or spam filter settings which may divert any Program e-mail, including any notification e-mail, to a spam or junk folder. If a Gift is unclaimed, unredeemed, or returned as undeliverable, it will not be provided. If, after a good-faith attempt, Sponsor is unable to provide or deliver a Gift, the Gift may not be provided. The Program Entities shall not be held responsible for any delays in providing a Gift for any reason. A Gift will only be awarded to a verified Gift Recipient.

- 8. GIFT RECIPIENT EVENT POSTINGS AND PUBLICITY RIGHTS:** Gift Recipients are encouraged to share with Sponsor stories and/or images from the live event attended using a Gift by tagging StubHub and using the hashtag #ticketforward on social media platforms when posting images or text. Gift Recipients agree that by posting any comments or other materials using the hashtag #ticketforward and tagging StubHub, that they have received permission from all individuals featured in any images. Gift Recipients may be asked to provide written proof of permission from any individuals included in an image. If an image features a minor, the minor must be the child/legal ward of the Gift Recipient. Further, by posting, Gift Recipients grant Sponsor and/or Sponsor's designee the perpetual right to use these comments and materials for promotion, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered. Agreement to share live event experiences is not a condition of accepting a Gift, and Gift Recipients may elect to not share the experience with Sponsor. Additionally, Sponsor may ask to share a Gift Recipient's live event experience with the Nominee on the Website. If a Gift Recipient agrees to share his/her live event experience on the Website, Sponsor will send a publicity release to both the Gift Recipient and Nominee to execute.

By sharing a live event experience, Gift Recipients agree to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, world wide, including, but not limited to, on the World Wide Web and Internet, without notice, review, or approval and without additional compensation except where prohibited by law.

- 9. LIMITATION OF LIABILITY:** By participating in this Program, Nominators, Nominees, and selected Gift Recipients (collectively, "Participants") agree that the Program Entities, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications; or for any computer,

telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of Nomination information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website's users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Program. The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Program and/or accepting a Gift. The Released Parties shall not be responsible or liable for Nominations that are submitted by any automated computer, program, mechanism or device, for any Nominations in excess of the stated limit or for Nominations that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms & Conditions, and all such Nominations may, in Sponsor's sole discretion, be declared null and void.

If, for any reason, a Nomination is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a Nomination in the Program, the Nominator's sole remedy is to enter the Program again to submit another Nomination. If, for any reason, the Program is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Program and/or proceed with the Program, including the selection of Gift Recipients in a manner it deems fair and reasonable including the selection of the Gift Recipients from among eligible Nominations received prior to such cancellation, termination, modification or suspension.

By participating the Program, each Participant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Terms & Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Program, including but not limited to any Program-related activity or element thereof, and the Nominator's Nominations, participation or inability to participate in the Program, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Terms & Conditions or any Program materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Gift, (e) any change in a Gift due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Terms & Conditions, (f) any interruptions in or postponement, cancellation or modification of the Program, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of

any part of any Nominator (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Program, any other Program-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Program and/or its contents related to or resulting from any part of the Program, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Nominations, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed Gifts (or any element thereof), or (p) the negligence or willful misconduct by a Participant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROGRAM, INCLUDING THE GIFTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

**10. DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

Further, Participants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Nominators, Nominees, and potential Gift Recipients agree that the rights and obligations of any participant and/or Program Entities and/or any other party shall be resolved individually, without resort to any form of class action.

- 11. PRIVACY:** Sponsor's privacy policy is available at [http://www.stubhub.com/privacy\\_policy/](http://www.stubhub.com/privacy_policy/).
- 12. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Participant hereby acknowledges and agrees that the relationship between the Participant and the Program Entities is not a confidential, fiduciary or other special relationship, and that the Participant's decision to provide a Nomination to Sponsor or accept a Gift for purposes of the Program does not place the Program Entities in a position that is any different from the position held by members of the general public with regard to elements of the Nomination or a Gift. Each Participant understands and acknowledges that the Program Entities have wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Participant also acknowledges that many ideas, photos or videos may be competitive with, similar or identical to a Nomination and/or each other in theme, idea, format or other respects. Each Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of any Program Entity's use of any such similar or identical material. Each Participant acknowledges and agrees that the Program Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Nomination. Finally, each Participant acknowledges that, with respect to any claim by Participant relating to or arising out of a Program Entity's actual or alleged exploitation or use of any Nomination or other material submitted in connection with the Program, the damage, if any, thereby caused to the applicable Participant will not be irreparable or otherwise sufficient to entitle such Participant to seek injunctive or other equitable relief and Participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 13. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Nomination, or to otherwise exploit any Nomination or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Nomination for any reason, with or without legal justification or excuse, and Participants shall not be entitled to any damages or other relief by reason thereof.
- 14. DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Program, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Terms & Conditions or otherwise governing the Program. Sponsor cannot accurately predict the number of Participants who will participate in the Program.
- 15. FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Nomination or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each Participant agrees to sign the same upon Sponsor's request therefor.
- 16. GENERAL:** Any attempted form of participation in this Program other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that a Participant has registered, submitted, or attempted to submit or enter the Program using multiple e-mail addresses, identities, proxy servers or like methods, all of that Participant's Nominations will be declared null and void, and that Participant will be ineligible to participate or receive a Gift. In the event of a dispute as to the identity of a Nominee, the Nomination in question will be declared a nomination for the authorized account holder of the e-mail address associated with the e-mail address submitted in the Nomination for the Nominee. The

“authorized account holder” is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Nominee may be required to show proof of being an authorized account holder. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms & Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Program. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Terms & Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor’s and/or Administrator’s interpretation of these Official Rules is final and binding in all matters related to the Program. Sponsor’s failure to enforce any term of these Terms & Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Nominations and/or materials submitted will not be returned. In the event of any conflict with any Program details contained in these Terms & Conditions and Program details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Program as set forth in these Terms & Conditions shall prevail.

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