

## **APEX ULTIMATE GAME NIGHT PACKAGE SWEEPSTAKES**

### **OFFICIAL RULES**

**If you participate via mobile device, message and data rates may apply.**

#### **1. ELIGIBILITY:**

A. **NO PURCHASE IS NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Apex Ultimate Game Night Package Sweepstakes (“Sweepstakes”) is open to legal residents of the fifty (50) United States and the District of Columbia, age eighteen (18) years or older at the time of entry, except employees, their spouses and immediate families (*i.e.*, parent, child, sibling and any of their respective spouses) and household members (whether or not related) of Apex Entertainment (“Sponsor”), IMG College, LLC (“Administrator”), Syracuse University Department of Athletics (“Syracuse”), and each of their respective parent, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, cable affiliates, advertising and promotion agencies and affiliated entities (collectively, including Sponsor, “Sweepstakes Entities”).

B. This Sweepstakes is governed by United States law and subject to all applicable federal, state and local laws and regulations. By entering this Sweepstakes, each entrant agrees to accept and be bound by all terms of these Official Rules (herein so called). Void where prohibited by law.

#### **2. HOW TO ENTER:**

A. From 12:01:00 am Eastern Time (“ET”) on March 1, 2023, through 11:59:59 pm ET on March 31, 2023 (“Entry Period”), Sponsor and Administrator will conduct a Sweepstakes encouraging participants to enter for a chance to win a prize. There is one (1) way to enter the Sweepstakes:

Each entrant must visit <https://cuse.com/sports/2022/11/28/cuse-contests.aspx#/campaigns/e23e9c3d-e88c-4f36-b330-69c640bc6175/ultimate-game-night-package> (“Website”) and follow the instructions thereon to complete and submit the on-line form, including the entrant’s name, address, telephone number, date of birth, email address and any other information requested on the form. Each entrant will receive one (1) entry for his/her qualified registration. To be eligible, each entry must be received no later than 11:59:59 pm ET on March 31, 2023. **LIMIT ONE (1) ENTRY PER PERSON.**

B. Any entry generated by script, macro or other automated means will be void. Sweepstakes Entities are not responsible for misdirected, incomplete, lost, late, illegible, undelivered, inaccurate or delayed entries, or for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmissions or other errors or problems that may limit or affect an individual’s ability to participate in this Sweepstakes, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with this Sweepstakes, including, without limitation, errors that may occur in connection with the administration of this Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond Sponsor’s control, which corrupt the integrity, administration, security or proper operation of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify an entrant and/or modify, cancel or suspend this Sweepstakes. In the event of cancellation, Sponsor reserves the right to award prizes from among all eligible, non-suspect entries received prior to the cancellation-requiring event. Any false or deceptive entry or act will render the applicable entrant ineligible.

All entries become Sponsor's property and will not be acknowledged or returned. ANY ATTEMPT DELIBERATELY TO DAMAGE ANY WEBSITE OR UNDERMINE THIS SWEEPSTAKES' LEGITIMATE OPERATION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, 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.

### **3. HOW TO WIN:**

A. On or around April 3, 2023, five (5) potential winners (when verified by Sponsor and Administrator as set forth below, each a "Winner") will be selected in a random drawing from all eligible entries received during the Entry Period.

Each potential Winner will be notified by Sponsor or Administrator via email and/or telephone and must meet all eligibility requirements, including timely replying to the notification and timely executing and returning all necessary releases and documents (if any) required by Sponsor and/or Administrator. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules. Odds of winning depend on the number of eligible entries received.

B. If there is a dispute as to a Winner's identity, then the winning entry will be declared to have been made by the authorized email account holder at time of entry. A potential Winner will be disqualified, the prize will be forfeited and an alternate potential Winner will be selected by an alternate random drawing from among all remaining eligible entries and an alternate Winner may be selected at Sponsor's sole and absolute discretion if (i) any prize notification is returned as undeliverable, (ii) a potential Winner declines his/her prize, (iii) a potential Winner fails to comply with any of the Official Rules or (iv) a potential Winner does not respond to the notification or accept the prize within twelve (12) hours.

C. The decisions of Sponsor and Administrator in all matters regarding this Sweepstakes are final and binding.

### **4. PRIZES:**

A. Each Winner will receive one (1) (of five (5)) \$100 Sponsor gift card.

**TRAVEL, MEALS, AND LODGING ARE NOT INCLUDED AS PART OF THE PRIZE.**

B. THE TOTAL APPROXIMATE RETAIL VALUE OF THE PRIZES IS FIVE HUNDRED DOLLARS (\$500.00).

C. No substitution or transfer of the prize or cash redemption is permitted. Sponsor reserves the right to substitute a prize (or any portion thereof) of comparable or greater value, in its sole discretion.

D. Each Winner is responsible for the reporting and payment of all federal, state and local taxes (if any) and any other costs and expenses associated with his/her prize acceptance and use not specified in these Official Rules and/or in the applicable entry instructions as being provided. A prize will be fulfilled within a reasonable time of Sponsor's or Administrator's Winner verification. All prize details and additional terms, conditions or eligibility requirements are in Sponsor's and/or Administrator's discretion.

**5. GENERAL:** By entering this Sweepstakes, each entrant grants Sweepstakes Entities and their designees the right, unless prohibited by law, to use his/her name, user name, entry, city and state

of residence, voice, avatar, picture and likeness, without compensation, notification or approval, for the purpose of advertising and publicizing Sweepstakes Entities' goods and services and all matters related to this Sweepstakes, in any manner or medium, now or hereafter known, throughout the world in perpetuity. SWEEPSTAKES ENTITIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY AND EACH ENTRANT AGREES TO INDEMNIFY AND HOLD HARMLESS SWEEPSTAKES ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS AND/OR LIABILITIES FOR INJURY/DEATH, DAMAGE OR LOSS TO ANY PERSON OR PROPERTY RELATING TO OR ARISING IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES (REGARDLESS OF THE CAUSE OF SUCH INJURY OR LOSS), THE DELIVERY AND/OR SUBSEQUENT USE OR MISUSE OF THE PRIZE AWARDED AND/OR PRINTING, DISTRIBUTION OR PRODUCTION ERRORS. WINNER ACKNOWLEDGES THE PRIZE IS AWARDED "AS IS" AND SPONSOR HAS NOT MADE, AND IS NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR, ANY REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, RELATIVE TO THE PRIZE, INCLUDING, BUT NOT LIMITED TO, ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

**6. DISPUTES:**

A. Except where prohibited, each entrant agrees (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded will be resolved individually, without resort to any form of class action and exclusively by the appropriate court located in the State of New York, (ii) any and all claims, judgments and/or awards to an entrant will be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes, but in no event attorneys' fees and (iii) under no circumstances will an entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, 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 an entrant's and/or Sponsor's rights and obligations in connection with this Sweepstakes are governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice/conflict of law rules.

B. In the event of any conflict with any Sweepstakes details in these Official Rules and Sweepstakes details in Sweepstakes-related materials (including, but not limited to, point of sale, television, radio and print advertising, promotional packaging and other promotion media), the details as set forth in these Official Rules shall prevail.

**7. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be used by Sponsor, Syracuse and Administrator, as well as their affiliates, agents and marketers, in accordance with Sponsor's privacy policy, located at <https://www.apexentertainment.com/privacy-policy/>, Syracuse's privacy policy, located at <https://www.syracuse.edu/about/site/privacy-policy/>, and Administrator's privacy policy, located at <https://www.sidearmsports.com/privacy-policy/>.

**8. OFFICIAL RULES OR WINNERS LIST:** For a copy of the Official Rules or a Winners list (available on or about April 4, 2023), send a self-addressed, stamped envelope (residents of Vermont need not include return postage on rules requests) to the following address no later than May 31, 2023 (Please specify "Official Rules" or "Winner"): APEX ULTIMATE GAME NIGHT

PACKAGE SWEEPSTAKES, IMG College, LLC, 540 North Trade Street, Winston-Salem, North Carolina 27101, ATTENTION: LEGAL DEPARTMENT.

9. **SPONSOR/ADMINISTRATOR:** Sponsor: Apex Entertainment, 4 Lan Drive, Suite 100, Westford, Massachusetts 01886; Administrator: IMG College, LLC, 540 North Trade Street, Winston-Salem, North Carolina 27101.