

OFFICIAL CONTEST RULES

Philadelphia Tailgate Games

1. Eligibility; How to Enter:

- A. The Philadelphia Tailgate Games Contest (the “Event”) consists of a cornhole tournament, a Jenga tournament, a Washers tournament, a Ladder Golf tournament and a redemption tournament (each a “Tournament” and collectively the “Tournaments”). To enter a Tournament in the Event, you must be a U.S. resident, 18 years of age or older as of September 25, 2021 with the exception of the cornhole Tournament. To enter the cornhole Tournament, you must be a U.S. resident, 21 years of age or older as of September 25, 2021. Employees of Comcast Spectacor, LLC and its subsidiaries, including Comcast Spectacor Events, LLC (the “Sponsor”), may enter the Tournaments but are not eligible to win any Prizes (as defined below) in the Tournaments.
- B. The Event will be held on September 25, 2021 at the Wells Fargo Center, Philadelphia, PA. Only teams may enter the Tournaments and each team must have two players (each two-person team participating in a Tournament is referred to as “Team”). To enter a Tournament, each player must purchase a ticket in the amount of \$40.00 (plus applicable taxes and fees) prior to the start of the Tournament. Each Team may participate in only one Tournament. Details for game play for each Tournament and how the Prizes (as such term is defined below) for each Tournament are awarded can be found at www.phillytailgategames.com. VOID WHERE PROHIBITED BY LAW.

2. Prizes: Subject to the terms and conditions set forth herein, the following Prizes will be awarded:

A. Cornhole Tournament:

1. First prize consists of two (2) cases (12 beers per case) of Yuengling beer (exact brand to be determined by Yuengling in its sole discretion) per month for one year commencing October 2021. Approximate Retail Value (“ARV”): \$1,000.00
2. Second prize consists of two (2) cases (12 beers per case) of Yuengling beer (exact brand to be determined by Yuengling in its sole discretion). ARV: \$100.00

B. Jenga Tournament:

1. First prize consists of twelve tickets in a suite (location of the suite to be in Sponsor’s sole discretion) to one concert taking place between October 1, 2021 – September 30, 2022 at the Wells Fargo Center in Philadelphia, PA. The Winner (as defined below) may select the concert of the Winner’s choice, subject to availability. Food and beverages are not included. Tickets are subject to certain terms and conditions as specified thereon by the applicable issuer. ARV: \$6,500.00

2. Second prize consists of two (2) tickets (location of the tickets to be in Sponsor's sole discretion) to one concert taking place between October 1, 2021 – September 30, 2022 at the Wells Fargo Center in Philadelphia, PA. The Winner may select the concert of the Winner's choice, subject to availability. Tickets are subject to certain terms and conditions as specified thereon by the applicable issuer. ARV: \$186.00

C. Washers Tournament:

1. First prize consists of one gift card in the amount of \$300, redeemable for room and tax (with all other incidentals being charged to the credit card on file) at Live! Casino Hotel Philadelphia, Philadelphia, PA and one gift card in the amount of \$200, redeemable at Sport & Social, Luk Fu or the Prime Rib at Live! Casino Hotel Philadelphia, Philadelphia, PA. Gift cards must be redeemed by June 30, 2022. Any balance left on the gift cards at the time of purchase will be surrendered. Gift cards have no monetary value and cannot be used for shopping, accommodations (except as noted above) or gambling. Gift cards are subject to certain terms and conditions as specified thereon and by the applicable issuer. ARV: \$500.00
2. Second prize consists of one gift card in the amount of \$200, redeemable at Sport & Social, Luk Fu or the Prime Rib at Live! Casino Hotel Philadelphia, Philadelphia, PA. Gift card must be redeemed by June 30, 2022. Any balance left on the gift card at the time of purchase will be surrendered. Gift card has no monetary value and cannot be used for shopping, accommodations or gambling. Gift card is subject to certain terms and conditions as specified thereon by the applicable issuer. ARV: \$200.00

D. Ladder Golf Tournament

1. First prize consists of two (2) tickets (location of the tickets to be in Sponsor's sole discretion) to each 2021-22 Philadelphia Flyers regular season home game taking place at the Wells Fargo Center (does not include pre-season or playoff games). Tickets are subject to certain terms and conditions as specified thereon by the applicable issuer. ARV: \$9,890.00
2. Second prize consists of two (2) tickets (location of the tickets to be in Sponsor's sole discretion) to one 2021-22 Philadelphia Flyers regular season home game taking place at the Wells Fargo Center. The Winner may select the game of the Winner's choice, subject to availability. Tickets are subject to certain terms and conditions as specified thereon by the applicable issuer. ARV: \$310.00

E. Redemption Tournament

The prize consists of two "all-in-one tailgate" sets (one for each member of the winning Team), consisting of a portable grill, grill utensils and a cooler. ARV of each Prize: \$249.00

3. **Prize Terms:** The prizes listed herein in Section 2 are collectively referred to as the “Prizes”. ARV of all Prizes: \$18,686.00. Each person who wins a Prize in any Tournament is referred to a “Winner”. **Except where indicated, the winning Team of each Tournament will receive one Prize and the Winners will be responsible for the allocation of the Prize between them.** The ARV of each Prize may fluctuate based on seat locations and actual games or concerts selected by the Winners. Each Winner is solely responsible for all expenses and costs associated with acceptance and/or use of the Prize not specifically stated herein as being awarded including, without limitation, any and all taxes and other expenses, costs, transportation or fees associated with the acceptance and/or use of the Prize. The tickets may not be resold; if a Winner resells any tickets, the Winner will forfeit the Prize including the tickets to any remaining concerts or games. For tax purposes, Sponsor will allocate the ARV of the Prize equally between the two Winners on the winning Team unless otherwise agreed between Sponsor and the Winners of the Prize in writing. Further, for tax purposes, Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances. If required, Sponsor will issue a form 1099 MISC to each Winner.

All details of the Prizes will be determined by Sponsor in its sole discretion. The Prizes cannot be transferred or substituted by the Winners or redeemed for cash, and are valid only for the items detailed above, with no substitution of the Prize by the Winner. Sponsor reserves the right to substitute a similar prize (or Prize element) of comparable or greater value. If a Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited. Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of a Prize and are not responsible or liable for any expenses incurred as a consequence thereof.

Potential Winners will be announced at the end of each Tournament, or at such reasonable time after the Event concludes. Each Winner is required to execute and return, prior to and as a condition of receiving a Prize, an affidavit of eligibility and liability release and, except where prohibited, a publicity release (collectively, the “Release”). Each Winner will cause such Release to be return in the timeframe indicated in the Release. If a Winner fails to return the Release, the Winner will forfeit the Prize and the Prize will not be awarded.

4. **Conditions:** By entering a Tournament, each entrant agrees for entrant and for entrant’s heirs, executors, and administrators (a) to release and hold harmless Sponsor and its parent, subsidiary, and affiliate companies, and their administrative, advertising and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Event and their respective officers, directors and employees (collectively, “Released Parties”) from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant’s participation in the Event and/or his/her acceptance, possession, use, or misuse of a Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Event and to hereby acknowledge that Released Parties 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 any Prize, including express warranties provided exclusively by a Prize supplier that are sent along with Prize; (c) if selected as a Winner, the use by Released Parties of such name, voice, image,

and/or likeness for publicity, promotional and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules, all tournament and game rules, the terms and conditions set forth on the ticket and the Wells Fargo Center policies (collectively, the “Rules”) and to waive any right to claim any ambiguity or error therein or in the Event itself, and to be bound by all decisions of Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Event at Sponsor’s sole discretion.

5. **Additional Terms:** Sponsor reserves the right to permanently disqualify from the Event or any Tournament any person or Team that Sponsor believes has violated the Rules. The failure of Sponsor to comply with any provision of these Rules due to an act of God, weather, war, fire, riot, earthquake, terrorism, act of public enemies, pandemic or epidemic, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of the Rules. Sponsor reserves the right to cancel, modify, or suspend the Event or any Tournament and the dates and times of the foregoing without notice in any manner and for any reason. In the event of cancellation, modification, or suspension, the Prizes for the applicable Tournaments will not be awarded. Sponsor may prohibit any entrant or potential entrant from participating in the Event or any Tournament, if such entrant or potential entrant shows a disregard for the Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or Sponsor’s agents or representatives; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion).
6. **DISPUTES:** THE EVENT IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN PHILADELPHIA, PENNSYLVANIA. 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 JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED 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 PENNSYLVANIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN PHILADELPHIA, PENNSYLVANIA. 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.
7. **List of Winners:** For a list of Winners, send a self-addressed envelope, along with your request, to: Every Concert Sweepstakes c/o Comcast Spectacor Events, LLC, 3601 South Broad Street, Philadelphia, PA 19148 to be received prior to December 31, 2021.