

SEATGEEK SWEEPSTAKES

MONTHLY BENCHMARK SURVEY OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER.

OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING RESIDENTS OF RHODE ISLAND, PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND OTHER COMMONWEALTHS, TERRITORIES AND POSSESSIONS AND WHERE OTHERWISE PROHIBITED BY LAW), WHO HAVE REACHED 18 YEARS OF AGE BY THE DATE OF THE FIRST DAY OF THE SWEEPSTAKES UNDER THIS AGREEMENT.

1. By entering this Sweepstakes (the "Sweepstakes") and accepting the terms herein, you agree to be bound by the following rules ("Official Rules"), which constitute a binding agreement between you, on one hand, and SeatGeek, Inc., on the other ("SeatGeek"). SeatGeek and any website, social media, live event, or audio companies hosting and promoting the Sweepstakes, their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies, and all of their agents, officers, directors, shareholders, employees, and agents are referred to as the Sweepstakes Entities. These Official Rules apply only to the Sweepstakes and not to any other sweepstakes or Sweepstakes sponsored by SeatGeek.

2. SWEEPSTAKES DETAILS: SeatGeek shall give away, for no consideration, \$250 in SeatGeek credit to 1 winner per month who entered during the contest period of that specific month (8 total winners). The Sweepstakes may be promoted by email throughout the period May 2016 through January 2017. This Sweepstakes may be promoted through various marketing and/or advertising techniques including but not limited to email and other online methods. NO PURCHASE NECESSARY.

3. ELIGIBILITY: This Sweepstakes is open only to legal residents of the United States (excluding residents of Rhode Island, Puerto Rico, the U.S. Virgin Islands, and other commonwealths, territories and possessions, and where otherwise prohibited by law) who have reached 18 YEARS OF AGE no later than the date of the first day of the Sweepstakes under this Agreement ("Entrants"). Individuals in any of the following categories are not eligible to enter or win this Sweepstakes: (a) employees of SeatGeek or their affiliates, parents, subsidiaries, professional advisors and promotional agencies or other entities involved in the sweepstakes; and (b) individuals who are immediate family members or who reside in the same household as any individual described above. VOID IN RHODE ISLAND, PUERTO RICO, OUTSIDE OF THE UNITED STATES, AND WHERE PROHIBITED BY LAW.

By entering this Sweepstakes, each entrant agrees to release and hold harmless Sweepstakes Entities from any injury, loss, death, damage, action, claim, demand or other liability that may occur from entrant's participation in this Sweepstakes or from the acceptance, use or misuse of any prize awarded, or attendance at any event. SeatGeek reserves the right to verify eligibility qualifications of any winner. U.S. law governs this Sweepstakes.

4. HOW TO ENTER: The Sweepstakes will accept Sweepstakes submissions on a limited basis in the following Contest Periods:

Survey Month	Start Date	Close Date
May	5/26/16	6/2/16 11:59 pm EDT
June	6/30/16	7/7/16 11:59 pm EDT
July	7/28/16	8/4/16 11:59 pm EDT
August	8/25/16	9/1/16 11:59 pm EDT
September	9/29/16	10/6/16 11:59 pm EDT
October	10/27/16	11/3/16 11:59 pm EDT
November	11/24/16	12/1/16 11:59 pm EST
December	12/29/16	1/5/17 11:59 pm EST

There may only be one (1) entry per individual for the contest period May 2016 through January 2017. In order to enter the Sweepstakes, Entrants must:

Step 1: Complete the SeatGeek survey for that specific month as delivered by e-mail within the start and close date. Full completion of the survey is not necessary to confirm an entry. Only general demographic questions are required.

Step 2: Respond "Yes" when asked about contest drawing participation. Enter the e-mail address that would be used as a contact method should winner be selected. Unless otherwise agreed to, this email address will only be used as a contact method for the randomly selected winner.

Step 3: Submit the survey.

Sweepstakes Entities assume no responsibility for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, or garbled or jumbled transmissions, or service provider/Internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention. SeatGeek reserves the right to modify, suspend, or terminate the promotion in whole or in part by giving such notice, in any form and manner deemed appropriate by SeatGeek. Should promotion be modified, suspended, or terminated as aforesaid, the prizes will nevertheless be awarded from eligible entries previously received and in accordance with these Official Rules.

5. **CONDITIONS OF ENTRY:** By entering the Sweepstakes, Entrants agree to comply with these Official Rules, including all eligibility requirements. Entry will be deemed to have been submitted by the authorized account holder of the e-mail address from which the entry is made. SeatGeek is not responsible or liable for lost, stolen, mutilated, incomplete, incorrect, delayed, late, interrupted, illegible or misdirected entries. All entries become the property of SeatGeek and will not be returned.

6. **DETERMINATION OF THE WINNERS:** SeatGeek will randomly select each winner on the date following the survey close date. Winner will be chosen through a random drawing. The odds of winning each prize depends on the number of entries received. Selection of the Winner shall be

conducted under the supervision of SeatGeek. SeatGeek will notify the Winner to claim the prize using the email address submitted with the survey completion.

One (1) winner will be selected on each of the following dates:

May Winner: 6/3/16

June Winner: 7/8/16

July Winner: 8/5/16

August Winner: 9/2/16

September Winner: 10/7/16

October Winner: 11/4/16

November Winner: 12/2/16

December Winner: 1/6/17

Failure to provide an accurate, working e-mail through which SeatGeek can contact you will disqualify you from receiving the Sweepstakes prize. Winners may be required to execute an affidavit of eligibility and publicity release.

6. PRIZES:

Winner will receive \$250 credit to be redeemed for tickets on SeatGeek. Each Winner may choose the specific games and seats for which to use this credit. SeatGeek will contact Each Winner upon their selection and work directly with Winner to redeem the credit, until all credit has been redeemed. SeatGeek will maintain responsibility of assisting the Winner with credit redemption and tracking redemption balance (no expiration), however SeatGeek holds no responsibility to ensure full credit is used.

The monetary value of the prize package for each Winner listed above will be \$250.

The prize package has no cash redemption value. Any federal and state taxes on the prize are the sole responsibility of the Winners. If any portion of a prize is unavailable SeatGeek reserves the right to substitute that portion of a prize with a prize of equal or greater value. No substitution or transfer of prizes permitted, except at the sole discretion of SeatGeek.

7. GENERAL CONDITIONS: The Winners will be required to sign and return any applicable documents sent by SeatGeek related to the Sweepstakes, which may include but are not limited to a letter of prize acceptance, waiver of liability, and an affidavit of eligibility within three (3) days of notification. Failure to return documents as specified or if prize notification is returned as undeliverable will result in entry being disqualified, and an alternate Winner being selected from eligible entries previously received. Where permitted by law, Winner (except in the case of a minor) agrees to grant to SeatGeek and SeatGeek's licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide, in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the Winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews as may be determined by SeatGeek. Failure to make such appearances or grant such rights may result in disqualification with an alternate Winner or potential Winner selected from eligible entries previously received and in accordance with these Official Rules; and while not obligated to do so, SeatGeek may in its sole discretion, bear such reasonable costs and expenses which SeatGeek, in its sole discretion, deems appropriate for Winners or potential Winners to appear for a presentation

or other activity. Further, by accepting a prize, Winner agrees to release and hold harmless SeatGeek, its parent, subsidiaries, licensees, affiliates, subsidiaries, advertising and promotion agencies, and their respective directors, officers, employees, representatives, and agents from any and all liability for any injuries, loss, or damage of any kind to person, including death, and property arising whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any Sweepstakes-related activity, or participation in this Sweepstakes. Odds of winning depend on the number of eligible entries received. IN NO EVENT WILL SEATGEEK, ITS PARENT, SUBSIDIARY, LICENSEES, AND OR AFFILIATES AND RELATED COMPANIES, THEIR SPONSOR, ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF INTERNET WEBSITE, INCLUDING BUT NOT LIMITED TO THE SWEEPSTAKES, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS 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 EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

SeatGeek reserves the right, at SeatGeek's sole discretion, to disqualify any individual SeatGeek finds, in SeatGeek's sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site; to be in violation of the terms of service of the Sweepstakes Entities' web site; to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed, or like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to enter the Sweepstakes at the actual time of the entry will be deemed to be the participant and must comply with these Official Rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider or other organization, which is responsible for assigning email addresses, or the domain associated with the submitted email address.

8. COLLECTION OF INFORMATION: SeatGeek will not sell, rent or otherwise transfer this information to any third party, but SeatGeek may use this information for marketing purposes unless you opt-out of email communications on your user preferences on www.seatgeek.com or contact the address or phone number below. As stated above, this Sweepstakes is not open to Minors who have not reached the age of 18 years by the first date of this Sweepstakes. In the event that you are under the age of 18 years and submit entries to SeatGeek, SeatGeek will delete, erase or destroy any and all personally identifiable information that is obtained from the entries following the conclusion of the Sweepstakes.

9. DISPUTES: As a condition of participating in this Sweepstakes, Entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in New York having competent jurisdiction, which Court shall apply the laws of New York without regards for doctrines of Conflict of Law. Further, in any

such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, nor consequential damages, or any other damages, including attorney's fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

10. WINNERS' LIST: For a list of prize winners, available after January 2017 send an email requesting the information to sweepstakes@seatgeek.com. Include the words "BENCHMARK SURVEY SWEEPSTAKES WINNER REQUEST" in the subject line.

10. SWEEPSTAKES SPONSORS/PROMOTERS: SEATGEEK

Contact the following address, e-mail address or website to be removed from future mailing lists.

Address:

400 Lafayette St.

Floor 4

New York, NY 10003

Email: hi@seatgeek.com

Website: Seatgeek.com

Read more: www.seatgeek.com/rules