CLEVELAND MONSTERS PLAYOFF SWEEPSTAKES OFFICIAL SWEEPSTAKES RULES

1. Sweepstakes Description: The following terms and conditions apply to the *Cleveland Monsters Playoff Sweepstakes* (the "<u>Sweepstakes</u>"). Individuals who, during the Sweepstakes Period (as defined below), follow the Official Cavs Team Shop X account (@CavsTeamShop) and via a public account, reply to a post by @CavsTeamShop referencing this Sweepstakes will be entered into a pool of Entrants (as defined below) and provided with an opportunity to win one (1) "prize pack," including (i) one (1) t-shirt; (ii) one (1) magnet; (iii) one (1) lanyard; (iv) one (1) pennant; (v) one (1) can cooler; and (vi) one (1) puck (particular t-shirt, magnet, lanyard, pennant, can cooler and puck to be determined by Arena Team Shop LLC ("<u>TEAM SHOP</u>") in its sole discretion) (together, the "<u>Prize</u>").

ARV of the Prize: \$83

For further terms and conditions and to review the privacy policy of TEAM SHOP, please visit <u>https://www.cavaliersteamshop.com/privacy-policy/</u>.

2. Sweepstakes Period: The Sweepstakes begins on May 8, 2024 at 6:00:00 PM ET and ends on May 9, 2024 at 6:00:00 PM ET (the "Sweepstakes Period"). To qualify, entries must be received during the Sweepstakes Period. Any entries received thereafter shall be null and void, and ineligible for the Sweepstakes. TEAM SHOP is not responsible for late, incomplete, or misdirected entries, nor is TEAM SHOP obligated to publicly announce the Sweepstakes results.

3. To Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING. In order to be entered into the Sweepstakes, an eligible entrant ("Entrant") must, during the Sweepstakes Period, follow the Official Cavs Team Shop X account (@CavsTeamShop) and via a public account, reply to a post by @CavsTeamShop referencing this Sweepstakes.

Limit: One (1) entry per person during the Sweepstakes Period. If an Entrant submits multiple entries, only the first such entry will be considered. All entries become the property of TEAM SHOP.

By entering the Sweepstakes, each Entrant consents to (a) being contacted by TEAM SHOP and its affiliates, and (b) be bound by, and comply with, all the terms and conditions set forth in these Official Sweepstakes Rules.

4. Eligibility: VOID WHERE PROHIBITED. Entrants must be at least 18 years of age at the time of entry. The Sweepstakes is open to legal residents of the 50 United States (including the District of Columbia). Owners, directors, officers, and employees (and their parents, siblings, spouses, and children) of TEAM SHOP, its affiliated entities, and its advertising and promotional agencies are not eligible to participate in the Sweepstakes. Entrants are eligible to win a prize in a contest or sweepstakes conducted by TEAM SHOP only once every thirty (30) days and only once every six (6) months if the prize is valued over \$600. Only one (1) winner per household is permitted in any TEAM SHOP promotion.

5. Selection of the Winner and Notification: Subject to the terms and conditions set forth herein, there will be one (1) Prize winner (the "<u>Winner</u>") randomly selected from among all qualifying Entrants on or about May 9, 2024.

The Winner will be notified by X Direct Message on or about May 9, 2024. If the Winner: (a) is unreachable, (b) does not make direct contact with TEAM SHOP by the date specified in the notification message, or (c) fails to accept the Prize, TEAM SHOP reserves the right, in its sole and absolute discretion,

to disqualify such Winner and to select a replacement Winner from the remaining qualifying Entrants. TEAM SHOP shall not be responsible for failed attempts to notify the Winner and no responsibility is assumed by TEAM SHOP for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the Winner. Odds of winning depend upon the number of eligible entries received.

6. Winner Verification: Upon the request of TEAM SHOP, the Winner must sign and return the following documents by a date determined by TEAM SHOP in order to be eligible to receive the Prize: (a) an affidavit of eligibility; (b) an additional liability/publicity release in form and substance satisfactory to TEAM SHOP; (c) a copy of the Winner's government-issued photo identification; and (d) any other releases and waivers requested by TEAM SHOP, releasing TEAM SHOP from any and all liability, loss, claims, demands and causes of action for or related to personal injury, damage, theft, loss, or any other harm suffered in connection with the Sweepstakes or Prize. If any of the foregoing documents are not completed, signed, and returned within the stated time, or if the Winner is deemed by TEAM SHOP to be ineligible or not to have complied with these Official Sweepstakes Rules, then such Winner will be disqualified and an alternate Winner will be selected from the remaining qualifying Entrants, time permitting.

7. Prize Conditions, Terms, and Restrictions: Only the Prize described in these Official Sweepstakes Rules shall be awarded and no substitutions, cash equivalents, and/or redemptions may be made, except that, in the event of Prize unavailability, TEAM SHOP may substitute the Prize with another prize of equal or greater value, as determined by TEAM SHOP in its sole discretion. The Prize cannot be transferred, assigned, or redeemed for cash. The Winner shall be solely responsible for all of his or her costs not specifically described as part of the Prize, including (if applicable) any and all of their travel expenses and accommodations. If applicable, the Winner must be able to travel on those dates and times designated by TEAM SHOP, in its sole discretion, and all travel arrangements shall be made by such Winner.

Except where prohibited by law, Prize acceptance constitutes a release granting TEAM SHOP the right to use the Winner's name, likeness, statements (if true), biographical information, voice, and cities and states of residence for advertising, marketing, and publicity purposes on a worldwide basis (without review by the Winner) and in all forms of media, without compensation, remuneration, or other authorization. TEAM SHOP expressly disclaims any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prize. TEAM SHOP makes no representations, warranties, or covenants in connection with the Prize. Restrictions, conditions, and limitations apply.

8. Posting Terms and License to Use Entrant Personal Information: In order to promote, market, and publicize the Sweepstakes, TEAM SHOP and its respective affiliates require a license to use any and all information, materials, and content submitted in the Sweepstakes including, but not limited to, each Entrant's persona, name, likeness, photo, image, voice, signature, tattoos, distinctive appearance, biographical information, actions and any other personal information submitted. Accordingly, by submitting an entry, each Entrant expressly grants TEAM SHOP a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive, sub-licensable and transferable right and license to use, and share with its affiliates and any partner(s) of this Sweepstakes in any manner and in any and all media (whether now known or hereafter devised), TEAM SHOP, its affiliates, and any partner(s) of this Sweepstakes may deem fit in its sole and absolute discretion (including for commercial purposes), whether in connection with the Sweepstakes or otherwise, all content submitted in connection with an entry. By submitting an entry, Entrant agrees that Entrant is not entitled to compensation for TEAM SHOP's, its affiliates', and any partner(s) of this Sweepstakes' use of all information, materials, and content submitted in the Sweepstakes.

9. Sweepstakes Conditions: The Sweepstakes is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Sweepstakes or

in these Official Sweepstakes Rules. Any violation of these Official Sweepstakes Rules may result in disqualification and any violation of these Official Sweepstakes Rules by a Winner will result in such Winner's disqualification as a Winner and all privileges as a Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ARENA TEAM SHOP, LLC, CAVALIERS OPERATING COMPANY, LLC, CAVALIERS HOLDINGS, LLC, CAVALIERS HOCKEY HOLDINGS, LLC, THE AMERICAN HOCKEY LEAGUE AND ITS MEMBER TEAMS, AND EACH OF THEIR RESPECTIVE OWNERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY, OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE ACTIVITY. PARTICIPATION IN ANY SWEEPSTAKES-RELATED PRIZE. OR OR PARTICIPATION IN THE SWEEPSTAKES.

10. Limitation of Liability: TEAM SHOP shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. TEAM SHOP may prohibit an Entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Entrants or TEAM SHOP personnel or representatives. If, for any reason, the Sweepstakes is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of TEAM SHOP which, in the sole opinion of TEAM SHOP, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, then TEAM SHOP reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes and select the Winner based on entries received prior to the action taken.

11. Claims/Choice of Law: (a) Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (b) under no circumstances will Entrant be permitted to seek the award of, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of Entrants and/or TEAM SHOP in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of Ohio. All Entrants agree to submit to the exclusive jurisdiction of the courts of the State of Ohio and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Sweepstakes or Official Sweepstakes Rules.

12. Winner List: For a copy of the first name, last initial, and city of residence of the Winner, send a postage paid, self-addressed envelope to:

Cleveland Monsters Team Shop 1 Center Court Cleveland, OH 44115 <u>Attn.</u>: Olivia Christiansen

Requests must be received within thirty (30) days of the date the Sweepstakes officially ends.