

**The Grand Rapids Griffins VIP Experience Sweepstakes**

**OFFICIAL RULES**

**(1) NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE A PERSON'S ODDS OF WINNING WITH AN ENTRY. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.**

(2) The Grand Rapids Griffins VIP Experience Sweepstakes (the "Sweepstakes") is open only to legal residents of the state of Michigan who are 18 years of age or older on the date of entry; provided that the following persons are not eligible to participate in the Sweepstakes: (a) the employees, officers, directors, partners, equity holders, shareholders, members and agents of Grand Rapids Griffins Hockey Team, Inc. ("Grand Rapids Griffins"), (b) the employees, officers, directors, partners, equity holders, shareholders, members, and agents of Athletico Management, LLC, its affiliates, subsidiaries, successors, and assigns ("Athletico"), (c) the employees, officers, directors, partners, equity holders, members and agents of the American Hockey League (the "AHL") and its member teams, AHL Enterprises, Inc., DP Fox Sports & Entertainment, L.L.C., and/or DP Fox Ventures LLC (the foregoing are collectively the "AHL Entities"), and (d) the respective immediate family members (spouse, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren) and members of their same households (whether legally related or not) of any persons who are disqualified under subsections (a), (b) or (c). The decisions of the Grand Rapids Griffins and Athletico, including but not limited to eligibility of participants and selection of the winners, are final and binding on all matters relating to the Sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these "Official Rules."

(3) Sweepstakes period: The Sweepstakes begins at 12:00 a.m. Central Daylight Time ("CDT") on March 17, 2020 and ends at 11:59 p.m. (CDT) on March 26, 2020 ("Sweepstakes Period"). Athletico's computer is the official timekeeper of the Sweepstakes.

(4) HOW TO ENTER: NO PURCHASE NECESSARY. Individuals can enter online by visiting the Athletico web page, [www.athletico.com/grandrapidsgriffins](http://www.athletico.com/grandrapidsgriffins), and completing an online entry form to schedule and attend a free assessment with Athletico at one of its clinics located in Grand Rapids, Michigan. Individuals can also enter online by clicking the link provided via email from the Grand Rapids Griffins, and completing an online entry form to schedule and attend a free assessment with Athletico at one of its clinics located in Grand Rapids, Michigan. The individual must visit one Athletico clinic located in Grand Rapids, Michigan for the scheduled free assessment during the Sweepstakes period to be entered into the Sweepstakes. Alternatively, individuals can enter the Sweepstakes by mailing a self-addressed, stamped envelope, with a 3x5 index card inside. The 3x5 index card must contain the individual's name, phone number, address, and email address. The postcard should be sent to Athletico Physical Therapy, c/o Marketing – Grand Rapids Griffins VIP Experience Sweepstakes, 625 Enterprise Drive, Oak Brook, IL 60523. Once submitted, all entries become the exclusive property of the Grand Rapids Athletico, and will not be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by

the Athletico. Athletico is not responsible for entries that are incomplete, illegible, undelivered, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules, and such entries will be discarded. No responsibility is assumed for technical, electronic, telephone, hardware, software, network computer or data transmission errors, malfunctions or difficulties of any kind. One entry per person.

(5) WINNERS: On or about March 27, 2020, Athletico will randomly select one (1) grand prize winner from all eligible entries. Odds of winning a prize are dependent on the number of eligible entries received. Purchase will not increase odds of winning. For the name of the Sweepstakes winner, send a self-addressed, stamped envelope to Athletico Physical Therapy, c/o Marketing - Grand Rapids Griffins VIP Experience Sweepstakes, 625 Enterprise Drive, Oak Brook, IL 60523. after March 30, 2020 and before May 31, 2020.

(6) PRIZES: The grand prize winner will receive the following: two (2) game tickets to the Grand Rapids Griffins home game on April 1, 2020, and an intermission Zamboni® ride. The location of the seats shall be determined by the Grand Rapids Griffins in its sole discretion. The approximate retail value (“ARV”) of the grand prize is \$80.00.

(7) All prizes are non-transferable and non-assignable by winner to any other person, including relatives or friends, without the consent of the Grand Rapids Griffins. All prize details not specified in these Official Rules will be determined by the Grand Rapids Griffins in its sole discretion. Prize details and availability are subject to change. In the event a prize is unavailable, the Grand Rapids Griffins reserve the right to substitute a prize of comparable or greater value. Unless otherwise stated herein, all prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). All expenses not specifically mentioned herein, including but not limited to federal, state and local taxes, travel to and from the Van Andel Arena, souvenirs, parking, and food and beverage are solely the winner's responsibility. Unclaimed prizes will be forfeited. One prize per person. The prizes are not redeemable for cash.

(8) By entering, each entrant agrees to follow these Official Rules and to release, hold harmless and indemnify the Grand Rapids Griffins, Athletico, the AHL and its member teams, the AHL Entities, and each of their respective parents, subsidiaries, affiliates, directors, officers, partners, equity holders, shareholders, members, employees, agents and representatives and all others associated with the manufacture, distribution, development and execution of this Sweepstakes and prizes (the “Released Parties”) from and against any and all claims, liability, injury, expenses (including reasonable attorneys’ fees), damage, loss or causes of action (however named or described) that may occur, directly or indirectly, in whole or in part, from: (i) entrant’s participation in the Sweepstakes; (ii) the delivery, misdelivery, receipt, acceptance, possession, use or misuse of the prizes awarded in the Sweepstakes; (iii) the use of a winner’s name, photograph and/or likeness as permitted herein, including, without limitation, claims based on publicity rights, defamation and/or invasion of privacy; (iv) entrant’s actual or alleged misappropriation or infringement of proprietary, protected, trademarked, copyrighted or other intellectual property; (v) any travel or

activity related to the receipt, use or misuse of the prizes, including, but not limited to, personal injury, death and/or property damage; and/or (vi) any other claims that relate in any way to the Sweepstakes. Additionally, the Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof or inability to continue the Sweepstakes, by reason of any act of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, kidnapping, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute, lockout, work slowdown or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, civil disturbance, insurrection, riot, vandalism, or any other cause beyond the control of any Released Party. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Athletico may be disqualified. Athletico reserve the right in its sole discretion to disqualify any individual feared to be tampering with the entry process or the operation of the Sweepstakes or to be found acting in violation of the Official Rules, or who is believed to be undermining or attempting to undermine the legitimate operation of the Sweepstakes. In the event of a dispute as to the identity of an entrant, entry will be declared made by the authorized account holder of the email account submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to a email address by a telephone company, wireless service provider, Internet access provider, Internet service provider or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses or telephone numbers associated with the email account. Potential winner may be requested to provide Athletico with proof that he/she is the authorized account holder of the email account associated with the winning entry.

(9) In consideration for being awarded a prize, winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of the winner's name, photograph, biographical information and/or likeness in any and all advertising, promotions and other publicity conducted by the Grand Rapids Griffins, Athletico, the AHL, its member teams, and/or AHL Entities, and each of their respective parents, subsidiaries, affiliates and designees. Winner assumes all liability and risk for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or the receipt, use or misuse of any prize. Potential winner will be required to sign and return an affidavit of eligibility, release of liability and publicity license ("Affidavit") form within a specified time after attempted notification. If any potential winner fails or refuses to sign and return such Affidavit within the time period required by Athletico or if the prize or prize notification is returned as rejected, faulty or unclaimed, or returned as undeliverable to such potential winner, such winner may be disqualified and an alternate winner may be selected. If winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if a winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to the award, such winner may be disqualified and an alternate winner may be selected. Identity of the

winner is subject to Athletico's verification. Winner's guest, if any, shall be required to sign and return a release of liability and publicity license. The Grand Rapids Griffins and Athletico are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the winners.

(10) All personal information collected from the Sweepstakes shall be subject to the terms of Athletico's Privacy Policy, which may be viewed at <https://www.athletico.com/patients/corporate-compliance-program/website-privacy-policy/>.

(11) Sweepstakes is void where prohibited by law.

(12) The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or announcement of the prizes. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. The Grand Rapids Griffins' or Athletico's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Sweepstakes website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in the Athletico's sole and absolute discretion. The Sweepstakes is governed by the laws of the state of Illinois.

(13) Sponsor:

Athletico Management, LLC  
625 Enterprise Dr.  
Oak Brook, IL 60523

Athletico is participating as a sponsor only and not as an agent or contractor of the Grand Rapids Griffins.

(14) Sponsor reserves the right, in its sole discretion, to modify or terminate this Sweepstakes in the event of any act, occurrence or reason that it believes would corrupt the integrity, administration or fairness of the Sweepstakes.

(15) BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS

INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF; AND (E) ENTRANT IRREVOCABLY AGREES TO BRING ANY ACTION ARISING OUT OF OR RELATED TO THE SWEEPSTAKES IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS (IF JURISDICTIONAL PREREQUISITES ARE SATISFIED).