

FJERRY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER.

OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING RESIDENTS OF NEW YORK, FLORIDA, 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.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY INSTAGRAM, INC. ("INSTAGRAM").

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 promotions sponsored by SeatGeek.

2. SWEEPSTAKES DETAILS: SeatGeek shall give away, for no consideration, \$7,000 in SeatGeek credit, and \$3,000 in travel credit for flight and lodging, to 1 winner who entered during the Sweepstakes Entry Period (described below). The Sweepstakes may be promoted through the FJerry LLC Instagram accounts and other various marketing and/or advertising techniques. NO PURCHASE NECESSARY.

3. ELIGIBILITY: This Sweepstakes is open only to legal residents of the United States (excluding residents of New York, Florida, 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 (each eligible person who submits a valid entry, an "Entrant"). 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 NEW YORK, FLORIDA, 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 between 01/29/17 and 01/30/17 at 11:59:00pm ET (the "Sweepstakes Entry Period").

There may only be one (1) entry per individual for the Sweepstakes Entry Period. In order to enter the Sweepstakes, Entrants must complete the following steps within the Sweepstakes Entry Period:

Step 1: Create a SeatGeek account (either mobile or desktop; no install required)

Step 2: Find the promo code in @SeatGeek's Instagram post on 01/29/2017 and apply the promo code to SeatGeek account. SeatGeek may contact individuals with marketing outreach unless they opt-out of email communications in their user preferences. No purchase necessary. The promo code will also entitle Entrants to a \$20 rebate off their first SeatGeek purchase.

Alternative Entry: Alternatively, you may email the following information to sweepstakes@seatgeek.com during the Contest Period. No purchase required, and user contact information will only be used for execution of the sweepstakes (entry confirmation, winner or non-winner communications):

- Subject Line: FJERRY Sweepstakes Entry
- Name
- Email Address
- Phone Number
- Mailing Address

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 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 WINNER: SeatGeek will randomly select one (1) winner from among all eligible entries received. Winner will be chosen through a random drawing following the close of the Sweepstakes Entry Period. The odds of winning the prize depends on the number of eligible 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 in connection with Winner's entry. If the Winner does not respond by email to the notification within twenty-four (24) hours, they will be disqualified and an alternate Winner will be selected.

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

of eligibility and publicity release.

7. PRIZE; ODDS OF WINNING; ARV:

One prize will be awarded, consisting of \$7,000 in SeatGeek credit and \$3,000 in travel credit for flight and lodging (the "Prize"). Winner may choose the specific event(s) for which to use this credit. SeatGeek will contact Winner upon their selection and work directly with Winner to redeem the credit, until all credit has been redeemed. The SeatGeek credit must be used by 02/05/17. SeatGeek will assist the Winner with credit redemption and tracking redemption balance, however SeatGeek holds no responsibility to ensure full credit is used.

Approximate Retail Value of Prize: U.S. \$10,000.

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

8. GENERAL CONDITIONS: The Winner 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 twenty-four (24) hours 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. SeatGeek reserves the right, at SeatGeek's sole discretion, to disqualify any individual SeatGeek finds, in SeatGeek's sole discretion: (i) to be tampering with the entry process or the operation of the Sweepstakes or any web site or application associated with the Sweepstakes; (ii) to be in violation of the terms of service of the Sweepstakes Entities' web site; (iii) to be acting in violation of the Official Rules; or (iv) 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.

9. PUBLICITY RELEASE. 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 Winner or potential Winner to appear for a presentation or other activity.

10. WAIVER OF LIABILITY. By submitting an entry, Entrant releases and holds harmless Instagram, SeatGeek, each of their respective parents, subsidiaries, licensees, affiliates, 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. 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. 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.

11. DISCLAIMER OF WARRANTIES. SEATGEEK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SWEEPSTAKES OR THE PRIZE, AND TO THE FULLEST EXTENT ALLOWABLE UNDER LAW, FULLY DISCLAIMS ALL SUCH WARRANTIES. WITHOUT LIMITING THE FOREGOING, THE SEATGEEK SITE, SEATGEEK APPLICATIONS AND THE PRIZE ARE 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.

11. COLLECTION OF INFORMATION: SeatGeek will not sell, rent or otherwise transfer Entrant 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 by contacting SeatGeek at the address or phone number provided 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 SeatGeek learns that an Entrant is under the age of 18 years, SeatGeek will delete, erase or destroy any and all personally identifiable information that is obtained by SeatGeek in connection with such entry following the conclusion of the Sweepstakes.

12. DISPUTES; WAIVER OF CLASS ACTION; CHOICE OF LAW; VENUE: 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. EACH ENTRANT WAIVES ANY OBJECTION TO VENUE IN NEW YORK, WHETHER SUCH OBJECTION IS BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, FORUM NON CONVENIENS, OR THE LIKE. 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.

13. WINNERS' LIST: For a list of prize winners, available after February 3, 2017, send an email requesting the information to sweepstakes@seatgeek.com. Include the words "FJERRY SWEEPSTAKES WINNER REQUEST" in the subject line.

14. 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