

Contest: "Chance to Win Los Angeles Dodgers/Angels Home Game Tickets"

Download the Fuelster app before you arrive at The Grove, The Americana at Brand, or Palisades Village, and get automatically entered for a chance to win 4 tickets to a Dodgers or Angels home game in 2021, no purchase necessary.

**FUELSTER TECHNOLOGIES, INC. SWEEPSTAKES FOR "CHANCE TO WIN LOS ANGELES DODGERS/ANGELS HOME GAME TICKETS" OFFICIAL RULES ("Official Rules")**

1. **ENTRIES:** To enter, download the Fuelster app on the App Store or Google Play and register for an account. *Fuelster Technologies, Inc.*'s Sweepstakes for "Chance to Win Los Angeles Dodgers/Angels Home Game Tickets" **Giveaway sponsored by Fuelster** ("Sweepstakes") begins on July 6, 2020 at 9:00 a.m. Pacific Time and ends until all tickets have been awarded by the end of the calendar year. No purchase necessary to enter or to win. A purchase will not improve your chance of winning. By entering, you agree to the Official Rules.

All entries must be received by the end of each quarter at 11:59 p.m. Pacific Time (for each respective quarter's drawing), per *Fuelster Technologies, Inc.* clock which is the official timekeeper of the Sweepstakes, to be eligible. *Fuelster Technologies, Inc.* ("Sponsor") and their promotional partners and their affiliates are not responsible for late or misdirected entries. Incomplete, machine duplicated, and reproduced entries are void. Only one entry per e-mail address/person; duplicate entries and entries in excess of the foregoing limit will be disqualified.

2. **ELIGIBILITY:** Entrant must be 18 years or older and a legal resident of any of the following California, USA counties at the time of entry: Los Angeles, San Bernardino, Ventura, Riverside and Orange Counties ("Eligibility Area"). Void where restricted or prohibited by law. Employees of Sponsor and the immediate family members (parent, child, spouse, sibling) and households of all such employees, are **NOT** eligible. Sweepstakes is subject to all federal, state and local laws and regulations.
3. **ONE (1) PRIZE TO BE AWARDED:** Grand Prize. Sponsor shall award one (1) grand prize at the end of each quarter of the year beginning on July 6, 2020 in accordance with Section 5 hereof, which will consist of: four (4) tickets to one (1) Los Angeles Dodgers or one (1) Los Angeles Angels 2021 home game at Dodger Stadium in Los Angeles, California or at Angel Stadium of Anaheim in Anaheim, California (the "Grand Prize"). The approximate retail value ("ARV") of the tickets is \$1,620.00. Parking at Dodger Stadium or Angel Stadium of Anaheim is included in the Grand Prize.

Not transferable, or replaceable if lost or stolen. Photo ID with name matching the name on the winner's registered Fuelster account must be presented at time of redemption. Any unclaimed and/or unused prize or element thereof will be forfeited by prize winner and will remain the property of Sponsor. Prize consists only of items specifically listed as part of the prize. If actual value of the prize is less than estimated, difference will not be awarded in cash or otherwise. Certain conditions and restrictions apply. Prize is nontransferable and no substitution or cash

equivalent is allowed, except in Sponsor's sole discretion. Sponsor reserves the right to substitute prize (or any element of the prize) of the same approximate retail value. Odds of winning depend on the number of eligible entries received.

4. **WINNERS:** The winner of the Grand Prize (the "Winner") will be chosen by random drawing on or about the end of each quarter of the Sweepstakes year beginning on July 6, 2020 at 9:00 a.m. PDT in Los Angeles, California from all eligible entries that are timely received by Sponsor or its designee (the "Draw Date"). Odds of being selected as a Winner in this Sweepstakes will depend on the total number of eligible entries received by the Entry Deadline in accordance with Section 4 above.

Prize is not transferable; no prize substitutions or cash alternatives are allowed except by Sponsor in its sole discretion. All federal, state and local taxes and fees are the sole responsibility of the winner, who may be required to complete an IRS Form W-9 (requesting social security number or other taxpayer i.d.) and be issued an IRS Form 1099, as necessary. (Winners are advised to seek independent counsel regarding prize winnings). Prize winners shall be required to complete, sign and return an affidavit of eligibility and mutually acceptable liability/publicity release within three **(3) business days** after notice is sent or alternate winner will be selected. Any necessary alternate winners will be selected in a similar random drawing from among the remaining entries received.

For a list of the winners or a copy of these Official Rules, send a self-addressed, stamped envelope postmarked within 10 days of drawing to: Fuelster Technologies, Inc., 450 N. Brand Blvd., Suite 600, Glendale, CA 91203.

5. **PUBLICITY RELEASE:** Except where expressly prohibited by law, acceptance of a prize constitutes winners' consent that its name, portrait, picture, likeness, voice and/or biographical data may be used by Sponsor, The Grove, Palisades Village, The Americana at Brand, anyone acting on behalf of such parties, and each of their respective licensees, successors and assigns to print, publish, broadcast, distribute, and use worldwide in any media, now or hereafter devised, in perpetuity, for trade, advertising, public relations and promotional purposes without limitation and without additional notice, compensation or consent.
6. **ONLINE REGISTRATION:** This Sweepstakes is intended for viewing in the United States only and shall be construed and evaluated only according to United States law. Do not enter this Sweepstakes if you are not located in the Eligibility Area. If for any reason, the mobile app registration process is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, including any error that may

result in an erroneous appearance of qualification for a prize. Sponsor is not responsible for any problem or technical malfunction of any computer equipment or software that results in loss of entry. **WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE MOBILE APP REGISTRATION PROCESS OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, FUELSTER TECHNOLOGIES, INC. RESERVES THE RIGHT TO SEEK DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

Entries made on the Fuelster mobile app will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is the natural person to whom the applicable Internet service provider or other organization (such as business or educational institution) has assigned the e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified e-mail account.

7. **BY ENTERING**, entrant agrees to accept and abide by the Official Rules of this Sweepstakes and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation or award of prize, shall be submitted to Sponsor, whose decision shall be binding and final. By participating or accepting a prize, entrant forever and irrevocably agrees to release, indemnify and hold harmless Sponsor and its promotional partners (including, without limitation, The Grove, Palisades Village, and The Americana at Brand) and all of their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, shareholders, agents, representatives, successors and assigns of any of the above organizations (collectively "Releasees") from any and all claims, liability, demands, judgments, damages, lawsuits, causes of action, injury, loss or damage to person, including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) arising from, resulting from or in connection with, due in-whole or in-part, directly or indirectly to, the Sweepstakes and any element and activity thereof, and the participation, entry or inability to participate and enter the Sweepstakes; the prize and any component thereof, including without limitation, the acceptance, possession, attendance at, travel related to, participation in, use/misuse or inability to use, or defects in a prize; any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond the Releasees' control; any wrongful, negligent, or unauthorized act or omission on the part of the Releasees, or any of their agents or employees; or lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof). Releasees are not responsible for any typographical or other error in the printing of these Official Rules, administration of the Sweepstakes, promotional materials with respect to the Sweepstakes or in the announcement of prizes, error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or

unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof, any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. In no event will more than the stated number of prizes be awarded, and if technical error or other means gives the appearance that more winners have been named than prizes are available, Sponsor reserves the right to award the prizes in any equitable fashion, including but not limited to a drawing from apparent winning entrants or a first-come, first-serve distribution. In the event Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without further obligation and, if so, reserves the right, but not the obligation, to award the prize from among all eligible entries received up to the date of such Force Majeure event. All entries are the property of Sponsor and are not returnable.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize, or portion of any prize, furnished in connection with the Sweepstakes. If a winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize will be forfeited and an alternate winner selected, time permitting.

**LAW / DISPUTE RESOLUTION:** This Sweepstakes shall be governed by and interpreted under the laws of the State of California, U.S.A., without regard to its conflict of law provisions that may require the application of the laws of another jurisdiction. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this Sweepstakes shall take place exclusively in the federal or state courts sitting in County of Los Angeles, California, and you expressly consent to the jurisdiction of and venue in such courts and you waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. You agree to service of process by mail or other method acceptable under the laws of the State of California. ANY CLAIMS, JUDGMENTS, AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**Sponsor:** Fuelster Technologies, Inc., 450 N Brand Blvd., Suite 600, Glendale, CA 91203