## **OFFICIAL RULES**

## "Hard Rock Café's Mammoth Fan Burger Contest" Sponsored by Colorado Mammoth

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE CONTEST SHOULD BE DIRECTED TO SPONSOR, NOT FACEBOOK.

- 1. **Eligibility**. The Colorado Mammoth "Hard Rock Café's Mammoth Fan Burger Contest" ("Contest") is open only to legal residents of the state of Colorado who are eighteen (18) years of age or older at the time of entry (each an "Eligible Entrant"). Employees, officers and directors (including immediate family members (spouse, domestic partner, child, sibling, parent and their respective spouses/domestic partners, regardless of where they reside) and members of the same household, whether or not related) of Sponsor (defined below); Kroenke Sports & Entertainment, LLC ("KSE"); Hard Rock Café; the National Lacrosse League and its member teams; and each of their respective parents, affiliated companies, subsidiaries, licensees, divisions, advertising and promotion agencies, and any and all other companies associated with the Contest (collectively, the "Contest Entities") are not eligible to participate or win the Grand Prize. The Contest is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest, including but not limited to the administration and operation of the Contest and the selection of the potential finalists and the potential Winner. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. **Entry Period**. The Sweepstakes begins on March 29, 2015 at 6:00 p.m. local Denver time (the "Commencement Date") and ends May 2, 2015 at 5:00 p.m. local Denver time (the "Entry Period"). All entries must be received by Sponsor by the end of the Entry Period to be part of the Contest. Sponsor reserves the right to extend or shorten the Entry Period at its sole discretion, and to cancel, terminate, modify or suspend the Contest for any reason in Sponsor's sole discretion. Sponsor's clock shall, for all purposes, be the official clock of the Contest.
- 3. **How to Enter**. To enter, visit https://www.ksetix.com/mammoth/fan-burger-contest/ and follow the instructions provided to submit a completed online entry form. As part of the entry form, you will be asked to submit a hamburger recipe (ingredients and cooking instructions). Recipes must include the following:
  - a. Recipe name and number of servings;
  - b. Each recipe ingredient with specific flavor and measurements/weights; and
  - c. Complete preparation directions, including cooking time(s), cooking temperature(s) and cookware to be used, as applicable.

Limit one (1) entry per Eligible Entrant. No other form of entry will be accepted other than that specified above. In the event of dispute over the identity of an Eligible Entrant, an entry will be deemed made by the

"authorized account holder" of the e-mail address submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such e-mail address. The "authorized account holder" is deemed the natural person who is assigned to the e-mail address in question by the applicable Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail or postal address. Sponsor is not responsible for late, lost, illegible, damaged, misdirected, incomplete or otherwise invalid entries. Sponsor reserves the right to disqualify any entry that it deems, in its sole discretion, to be a violation of the Official Rules.

4. Winner Determination. After the Entry Period ends, all recipes from Eligible Entrants will be judged by representatives of Sponsor, ("Judges") based on the judging criteria specified herein. The Submissions will be judged on the following criteria: creativity (50%) and how well the recipe reflects the Colorado Mammoth spirit and fan base (50%). ("Initial Judging Criteria"). The recipes with the four (4) highest aggregate scores will be finalists. If there is a tie, the recipe with the highest score in the spirit and fan base scoring category will be deemed the finalist. The entries from the four (4) finalists will be cooked by chefs from the Hard Rock Café (Downtown Denver location) and judged by representatives of Sponsor and the Hard Rock Café, applying the Finalist Judging Criteria (defined herein) and the highest scoring finalist will be the potential Winner (subject to verification and compliance with these Official Rules). The "Finalist Judging Criteria" is taste (35%), visual appeal (35%), creativity (15%) and how well the recipe reflects the Colorado Mammoth spirit and fan base (15%). If there is a tie, the recipe with the highest score in the taste scoring category will be deemed the winner. The Judges reserve the right to conduct interviews with any entrant. In the event of a tie or dispute or for any other reason that Sponsor deems necessary, the tied recipes will be re-judged by Judges based on Judging Criteria and, if the recipes receive remain tied after the re-judging, the potential Winner who scored highest in "taste" will be deemed the winning entry (subject to verification and compliance with these Official Rules). In the event that more than one entrant independently submits the same winning Submission, the entrant that posted the Submission first will be determined to be the Winner. Contest Entities and Judges disclaim any liability from any entrant and entrants agree to waive any claims against Contest Entities and Judges relating to the judging or awarding process.

The application of the Judging Criteria shall be in the sole and absolute discretion of the Judges. By entering the Contest, each entrant agrees to irrevocably waive any and all actual and potential claims against each of the Contest Entities and Judges relating to the judging process.

Entrants acknowledge and agree that Sponsor may receive many recipes in connection with this Contest and that some recipes may be very similar in content, idea, theme, or in other respects to other recipes received or submitted. Entrant waives any and all claims entrant may have had, may have and/or may have in the future, that any recipe in this Contest is similar to his/her recipe, or that any compensation is due to entrant in connection with such recipe.

5. **Winner Contact**. Sponsor will attempt to contact the potential Winner via e-mail within twenty-four (24) hours after a potential Winner is selected. If said potential cannot be reached during the twenty-four (24) hour period or fails to respond within seven (7) calendar days after said e-mail is delivered, such potential Winner will be disqualified from receiving the Grand Prize and a new potential Winner will be randomly selected from all remaining Eligible Entrants and contacted. Such alternative potential Winner will have twenty-four (24) hours from delivery of the contact message from Sponsor to respond or he or she will be

disqualified and a new potential Winner will be selected. Such process will continue until Sponsor contacts a potential Winner who returns Sponsor's e-mail message and such individual will be the "Winner". At all times, Sponsor reserves to right to select an alternate Winner in the event that a Winner is found to have not complied with these Official Rules. For avoidance of doubt, the disqualification of the initially selected potential Winner will not prevent Hard Rock or Sponsor from using the recipe submitted by the otherwise disqualified potential Winner.

- 6. **Grand Prize; Prize Terms**. The Winner will receive the following (the "Grand Prize"): A Mammoth prize pack with various Mammoth apparel, novelties and/or tickets. The approximate retail value of the Grand Prize is One Hundred Dollars (\$100.00). In addition, the winning recipe will be a used as a new menu item on the menu of the Hard Rock Café (Downtown Denver location) from June 1, 2015 to September 2015 (the "Sales Period"), with the Hard Rock Café (Downtown Denver) donating a minimum of three percent (3%) of the burger price from all burger sales made of the winning recipe during the Sales Period to a charity of Sponsor's choice. The right to receive a prize is non-transferable and non-assignable. No cash redemption is permitted except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the Grand Prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion. All costs and expenses associated with the Grand Prize acceptance and use not specified herein as being provided, such as by way of example but not limited to, transportation costs, parking, food and beverages, gratuities and other expenses incurred by accepting and making use of the Grand Prize are the sole responsibility of the Winner (and Winner's guests, as applicable). All federal, state, or local taxes associated with the Grand Prize are each Winner's responsibility. A form 1099 may be issued based on the value of the prize as required by law. Winner and Winner's guests may be required to execute and return any required affidavit of eligibility and/or liability/publicity release. To the extent requested, all such forms will be completed and returned within twenty-four (24) hours or Sponsor may disqualify the Winner and select and alternate Winner.
- 7. **Submission Guidelines**. Submissions must be the original work of the Eligible Entrant, must have been created specifically for Contest, and must not have been previously published, released commercially or won any awards. A "Submission" is any recipe submitted to the Sponsor in accordance with the entry process for potential inclusion in the Contest.

A Submission must not include, depict or make reference to any of the following: obscenity, inappropriate language, nudity, sexual explicitness, drug or alcohol use (including listing any ingredient that is illegal to consume under state or federal law (such as, by way of example, cocaine and marijuana), violence, firearms/weapons, commercial products, material that promotes any activities that may appear unsafe or dangerous, or promotes any particular political agenda or message, material that is hateful, tortious, defamatory, false or misleading, disparaging, slanderous, libelous, or otherwise unlawful, material that violates or infringes another's rights, including but not limited to, rights of privacy or publicity, copyrights, trademarks, patents or any other intellectual property rights, material that promotes bigotry, racism, hatred or harm against any group or individual, or promotes discrimination based on race, ethnicity, sex, religion, nationality, disability, sexual orientation or age, and any other content, that is considered inappropriate or offensive, as determined by Sponsor in its sole discretion.

Sponsor reserves the right to disqualify any Submission that it deems, in its sole discretion, to be a violation of the Official Rules or that are not in keeping with the Submission guidelines specified herein or Sponsor's image or which communicate messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to be associated. Sponsor may request entrant to modify or edit any Submission

so that the Submission meets such guidelines. Sponsor is not obligated to use, publish or display or broadcast any Submission.

If Submissions are published publically as part of the Contest, Submissions will be reviewed for content before being published but such review does not relieve the Eligible Entrant from responsibility for compliance with all of these Official Rules.

By entering the Contest, each Eligible Entrant represents and warrants that: (i) the Submission is original, that he/she has all rights to the Submission; (ii) that the Submission was created specifically for Contest; (iii) that the Submission, in whole or in part, has not been released commercially, been previously published or won any awards; (iv) the Submission does not and will not violate any law, statute, ordinance or regulation; (v) the Submission is free and clear of any and all liens or claims with respect to the use of the Submission in the manner authorized in these Official Rules; (vi) the Submission does not infringe upon or violate the intellectual property rights of any third party and will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on copyrights, trademarks, patents or other intellectual property rights or any rights or interests of any third party, or give rise to any claims for any payment whatsoever; and (vii) the Submission is not and will not be defamatory, disparaging, libelous, pornographic or obscene.

All Eligible Entrants, whether the Winner or not, agree that in consideration of being considered to enter this Contest, grant Sponsor and its representatives, affiliates, licensees, successors and assigns (i) the right, but not the obligation, to edit, adapt, reformat, rearrange, modify, combine with other pictures, items and/or materials, add to and/or customize Submission, and, if applicable to reverse engineer code provided in Submission (as long as these changes do not materially change the accuracy of the entrant's Submission); and (ii) the non-exclusive, irrevocable, royalty-free, right and license to exhibit, display, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and synchronize in timed relation to visual elements, and or otherwise exploit, the Submissions, and/or any portions or excerpts thereof, in any manner, including advertising, promoting and publicizing Sponsor, an unlimited number of times, in any and all media, now known or hereafter devised, in perpetuity, throughout the world, without any additional liability, obligation or additional payment of any kind to entrant or any third party.

Submissions will not be returned and receipt of Submissions will not be acknowledged. Proof of submission will not be deemed to be proof of receipt of Submission by Sponsor.

- 8. **Privacy Policy**. Any personally identifiable information collected during an entrant's participation in the Contest will be collected by Sponsor and used by Sponsor (i) for purposes of proper administration and fulfillment of the Contest as described in these Official Rules, and (ii) as described in Sponsor's privacy policy, found at http://www.coloradomammoth.com/privacy-policy.aspx.
- 9. **Release; Winner Publicity Release**. By participating in the Contest and submitting an entry, each entrant agrees to release and hold harmless the Contest Entities and Facebook (collectively, "Released Parties") from and against any and all claims, injuries, damages or losses that may occur, directly or indirectly, in whole or in part, from the participation in the Contest or from the receipt or use of the Grand Prize. Each finalist, as a condition of participating in the Contest, further grants to Sponsor, the Hard Rock Café and KSE the right to publicize such Winner's name, address (city and state of residence), photograph, voice and/or other likeness and

prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

10. **General**. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Contest Entities do not (i) make any warranty, guaranty or representation of any kind concerning the Contest or the Grand Prize and (ii) disclaim any and all express and implied warranties (including, without limitation, quality, merchantability and fitness for a particular purpose) relating to the Contest and the Grand Prize. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. The Contest Entities are not responsible for printing or typographical errors in any Contest-related materials; or transactions that are processed late, incorrectly or are lost. Sponsor reserves the right to cancel or modify the Contest if fraud or technical difficulties compromise the integrity of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

Contest Entities assume no responsibility for and will disqualify submissions and, if applicable, votes that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, damaged, destroyed, delayed, misdirected, not received, postage due mail entries, garbled votes or failure to receive votes, or submissions that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Contest, or by any human, mechanical or electronic error that may occur in the processing of the submissions in Contest, or other errors appearing within the Official Rules or in any Contest related advertisements. Contest Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of Contest, errors in processing submissions, identifying a finalist, in the announcement of the Grand Prize, the finalists and Winner, and the delivery of the Grand Prize, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone, or other portable electronic devise related to or resulting from participation or downloading any materials in Contest. Use of any device to automate or subvert entry is prohibited and any submissions received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any submissions or votes received by such means will be void. Sponsor reserves the right in its sole discretion to disqualify any person they suspect or find: (i) to have used a software generated, robotic, programmed, script, macro or other automated entry; (ii) to have tampered with the submission process or the operation of Contest; (iii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iv) to display behavior that will bring such Winner or Contest Entities into disgrace; (v) to have provided inaccurate information on any legal documents submitted in connection with Contest; or (vi) to be acting in violation of these Official Rules. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS THE WINNER OF THE CONTEST AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.

- 11. **Indemnity**; **Disputes**. By participating in the contest, all entrants agree to indemnify and hold harmless the Contest Entities from any and all liability arising out of or relating in any way to entrant's participation in the Contest. Except where prohibited by law, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State and Federal courts located in the County of Denver, State of Colorado; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State Colorado. If any provision of these Official Rules is declared invalid or unenforceable, such provision will be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision will not affect any other provision of these Official Rules, and these Official Rules will continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as described above, as the case may be. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have.
- 12. **Sponsor**. The sponsor of this Contest is KS LAX, LLC d/b/a Colorado Mammoth, 1000 Chopper Circle, Denver, CO 80204.
- 13. **Winner List**. For the list of the Winner, mail a self-addressed stamped envelope to: Winner's Name Colorado Mammoth "Hard Rock Café's Mammoth Fan Burger Contest", 1000 Chopper Circle, Denver, CO 80204. All requests must be received by no later than thirty (30) days after the end of the Contest Period.