

## WIDEORBIT MEDIA FINANCE FOCUS 2022 RAFFLE OFFICIAL RULES

**1. No Purchase Necessary.** NO PURCHASE OR PAYMENT OF ANY MONEY IS NECESSARY TO ENTER. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING.

VOID WHERE PROHIBITED BY LAW. SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS.

- **2. Eligibility.** The **WideOrbit Media Finance Focus 2022 Raffle** ("Promotion") is open only to (i) legal residents of the continental United States who are (ii) age 18 years or older and who are the age of majority in his or her jurisdiction of residence. The Promotion is not open to WideOrbit LLC ("Sponsor") or its officers, directors, agents, parents, subsidiaries, affiliated entities, or their immediate families or household members (collectively, the "Released Parties").
- **3. How to Enter.** Sponsor will conduct the Promotion during the Media Finance Focus 2022 event taking place May 23-25, 2022, and will accept entries until 10:05am EST on Wednesday, May 25, 2022 (the "Promotion Period"). You may enter (a) in person, by visiting the Sponsor's booth at the Media Finance Focus 2022 show during the Promotion Period and submitting a business card, or (b) by mailing a 3X5 card with your name, address, telephone number, e-mail address, and your selected drawing date (5/24/22; 5/25/22), and "Enter Me in the WideOrbit Media Finance Focus 2022 Raffle" in the subject line to WideOrbit LLC, 1160 Battery Street, Suite 300, San Francisco, CA 94111, Attention: Samara Cahill (mail-in entries must be received by Sponsor by Friday, May 20, 2022. Limit of one (1) entry per person.

Sponsor and the Released Parties are not responsible for incorrect or inaccurate entry of entry information, human or electronic error, unauthorized human intervention, technical malfunction, lost/delayed data, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, personal injury, damage to property due to participation in this Promotion, or for late, lost, incomplete, stolen, misdirected, illegible entries or any other problem or error that may occur, including in connection with any prize.

**4. Random Drawing:** One winner(s) per day ("Winner(s)") will be selected by Sponsor in a random drawing from all eligible entries received on the applicable day prior to the drawing. Drawings will take place on Tuesday, May 24, 2022 at 10:20am, Tuesday, May 24, 2022 at 4:20pm and Wednesday, May 25, 2022 at 10:20am. Sponsor's decisions on all matters pertaining to the Promotion are final. Odds of winning depend on the total number of eligible entrants. Each Winner shall be notified in person or by email, postal mail or phone, at the discretion of Sponsor. Acceptance of a prize constitutes Winner's permission for Sponsor to use Winner's name and likeness for advertising and promotional purposes without additional

notice or compensation, unless prohibited by law. If Sponsor determines in Sponsor's sole discretion that there is evidence of tampering or corruption of the Promotion, or if the security, integrity or proper play of the Promotion is compromised in any way, Sponsor reserves the right to void any suspect entries and/or modify, suspend, and/or terminate the Promotion and award the prize using all non-suspect eligible entries received as of such termination date. In the event of a dispute as to who submitted an entry, Sponsor shall determine the identity of the entrants in its sole discretion. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE PROMOTION MAY BE A VIOLATION OF CRIMINAL OR CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

**5. Prize.** The two Winners selected on the second day of the Promotion will each receive a branded Bluetooth speaker with an approximate retail value of USD \$100, and the Winner selected on the third day of the Promotion will receive a branded Bluetooth speaker with an approximate retail value of USD \$100. The total approximate retail value of all prizes in this Promotion is \$300.00. No substitutions, partial acceptance, transfer of prizes or cash redemptions are permitted by any Winner. Sponsor reserves the right to substitute a prize of equal or comparable value in the event a described prize or any portion thereof is unavailable for any reason. Each Winner is solely responsible for the reporting and payment of all federal, state and local taxes incurred by Winner's acceptance and use of the prize (or any portion thereof), if applicable. All prize details are at Sponsor's sole discretion.

In order to claim a prize, each Winner must: (i) meet all eligibility requirements, (ii) produce proof of identity, address and birth date, and (iii) execute and return (as applicable) certain winner documents, including but not limited to an affidavit of eligibility, tax acknowledgment form, liability release and, except where prohibited by law, use of name and likeness releases. Such documents must be completed in full and returned within seven (7) days of issuance, either via facsimile, PDF/scanned e-mail, or US registered mail. Failure to do so, or if: (i) any prize or prize notification is returned as undeliverable, (ii) Winner declines his or her prize, or (iii) Winner is determined to be ineligible for any reason, will result in disqualification of such Winner, and an alternate winner may be selected by random drawing at Sponsor's sole discretion. In the event an alternate winner cannot reasonably be determined, the prize will not be awarded. In the case of an unclaimed prize, no subsequent winner will be selected unless otherwise determined in Sponsor's sole discretion. All prizes are provided "as is". Sponsor will not replace any lost or stolen prizes.

6. **General Conditions:** Entrants agree to abide by the terms of these Official Rules and by the decisions of the Sponsor, which are final on all matters pertaining to the Promotion. The Promotion is void where prohibited or restricted by law, including, but not limited to, jurisdictions with laws that would require registration, disclosure, translation, filing, trust account, or posting of a bond, or any other requirements that are not satisfied by these terms and conditions.

- 7. Disclaimer, Release and Limit of Liability: SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR ENTRANTS' PARTICIPATION IN THE PROMOTION. BY ENTERING THE PROMOTION OR RECEIVING ANY PRIZE. EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, THE RELEASED PARTIES FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. SPONSOR, THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION: (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE PROMOTION; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. If for any reason an entrant's entry is erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy shall be another entry in the Promotion where reasonably feasible, subject to all terms of these Official Rules, including any entry deadlines. In the event of a discontinuance of the Promotion or any part of the Promotion for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
- **8. Choice of Law; Disputes:** This Promotion and these Official Rules are governed by, and will be construed in accordance with, the laws of the State of California, and the exclusive forum and venue for any dispute arising out of or relating to these Official Rules shall be in the county of San Francisco, California. Any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any benefits received, or the administration of the Promotion not resolved through internal adjudication shall be (i) resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place exclusively in the State of California pursuant to the Rules of the American Arbitration Association then effective, and (ii) limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion, and in no event shall entrant by entitled to receive attorneys' fees or other legal costs. Under no circumstances will an entrant be permitted to obtain awards for and entrants hereby waive all right to claim 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.

- **9. Privacy:** By entering into the Promotion, entrant agrees that Sponsor may use the personal information provided by entrant in connection with the Promotion. Any such use shall be in accordance with Sponsor's privacy policy and other terms, which may be found at <a href="http://www.wideorbit.com/terms/">http://www.wideorbit.com/terms/</a>.
- **10. Winners List or Official Rules Requests:** For a copy of the Winners List or these Official Rules, send a self-addressed stamped envelope to: WideOrbit LLC, ATTN: Marketing **Media Finance Focus 2022**,1160 Battery Street, Suite 300, San Francisco, CA 94111, between the end of the Promotion Period and Wednesday, November 30, 2022.
- **11. Sponsor:** This Promotion is managed by WideOrbit LLC, 1160 Battery Street, Suite 300, San Francisco, CA 94111.
- **12. No Affiliation with Third Parties.** This Promotion is sponsored and administered exclusively by Sponsor and is no way sponsored, endorsed, administered by or associated with any other third party. Any third party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third party trademarks is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.