OFFICIAL RULES NRG PARK CVC GIVEAWAY

These Official Rules (the "<u>Rules</u>") apply to the random prize drawing (the "<u>Drawing</u>") conducted by the Harris County Sports & Convention Corporation and ASM Global at NRG Park (collectively, the "<u>Sponsor</u>") in conjunction with the NRG Park Community Vaccination Center Giveaway (the "<u>Giveaway</u>"). By entering the Drawing, you agree to be bound by the Rules.

ELIGIBILITY: The Drawing is open to registered entrants who receive the COVID-19 vaccination at the NRG Park CVC between May 3, 2021 and May 28, 2021 (the "<u>Event</u>") and are at least 18 years old at the time of entry. Employees, officers, and directors and immediate family members (spouse, parent, child, and sibling) of Sponsor and all other entities associated with the Giveaway are not eligible to participate. The Giveaway is subject to all applicable federal, state, and local laws, rules and regulations, and void where prohibited by law.

HOW TO ENTER/NOTIFICATION: To enter the Drawing, entrants must obtain a COVID-19 vaccination at the Event. The winners of the Drawing will be selected in a random drawing after the last day of the Event, from among all eligible entries received. The winners will be notified by email or telephone by Harris County Public Health. Failure to respond to prize notification within seven (7) days, or the return of any prize or prize notification as undeliverable, may result in the awarding of the prize to an alternate winner in a random drawing from among remaining eligible entries.

PRIZE: Promotional materials for the Giveaway will list the types of prizes available. The odds of winning depend upon the number of eligible entries received during the Event. The winner will receive the approximate retail value of the prize. All federal, state, and local income taxes connected to the prize are the sole responsibility of the winner. The prize is non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion. The terms and conditions of the tickets awarded as prizes will govern if an event is canceled due to weather, an Act of God, an act of terrorism, civil disturbances, epidemics/pandemics, work stoppage or any other reason. The Released Parties (as defined below) will not be responsible for weather, Acts of God, acts of terrorism, civil disturbances, epidemics/pandemics, work stoppage or any other event that may cause the cancellation or postponement of any ticketed event.

PRIZE DISTRIBUTION: Prizes will be sent within thirty (30) business days following the Drawing. Winners must provide an email address for delivery of tickets and a physical address to which U.S. mail can be delivered. Sponsor will not be responsible for lost, undeliverable, damaged, or stolen prizes. Sponsor makes no representation or warranty with respect to the safety, performance or appearance of any prize awarded.

PRIVACY: Sponsor will be collecting personal data of winners in accordance with its privacy policy. By participating in the Drawing and accepting a prize, you agree to Sponsor's collection and use of your personal data.

WAIVER OF LIABILITY: BY PARTICIPATING IN THE DRAWING, ALL ENTRANTS AGREE TO RELEASE SPONSOR, EACH OF THEIR RESPECTIVE PARENTS, AFFILIATED COMPANIES, SUBSIDIARIES, LICENSEES, DONORS AND ANY AND ALL OTHER ENTITIES ASSOCIATED WITH THE GIVEAWAY, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY LOSS, HARM, DAMAGES, COSTS OR EXPENSES, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGES, PERSONAL INJURY AND/OR DEATH, ARISING OUT OF PARTICIPATING IN THE DRAWING, OR THE AWARDING, ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED. ENTRANTS WAIVE ALL RIGHTS TO **PUNITIVE.** INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES.

MISCELLANEOUS: In the event the Drawing cannot be held, including cancellation of the Event, or other reasons beyond Sponsor's control, Sponsor reserves the right to terminate or modify the Drawing in its sole discretion to be equitable and fair for all eligible entries received prior to the cancellation or termination of the Drawing. Persons found tampering with or abusing any aspect of the Drawing, or who Sponsor believes is causing errors, disruptions or damage will be disqualified. Sponsor's decisions with respect to the Drawing are final. Sponsor reserves the right to add to or change the Rules at any time subject to applicable laws and regulations.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation, and enforceability of the Rules, or the rights and obligations of entrants and Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the State of Texas.