

## **SPIN THE WHEEL GIVEAWAY**

### **OFFICIAL RULES**

By entering into the Spin the Wheel Giveaway (the “Promotion”), you agree to be bound by these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Promotion. To enter, you must meet the eligibility requirements and follow the rules regarding Registrations (as defined below) set forth herein.

The Promotion is void where prohibited or restricted by applicable laws, rules and legal requirements, and all applicable federal, state and local laws, rules and legal requirements apply. **Winners are responsible for any taxes, customs, duties and like amounts in respect of the Promotion prizes.** The Sharks Foundation, Inc. (“Sponsor”) reserves the right to cancel, modify or suspend the Promotion at any time.

**1. How to Enter.** To participate in the Promotion for a chance to win a Prize (as defined below), eligible persons must submit complete and correct registrations (“Registrations”) during the Entry Period by visiting the Sharks Foundation Booth located on the concourse of SAP Center in San Jose, California (the “Venue”), and either (a) purchasing raffle tickets at the following prices: one (1) ticket for \$5, three (3) tickets for \$10, or ten (10) tickets for \$20; or (b) purchasing the opportunity to spin the wheel for \$40, in which case the number of raffle tickets awarded will correspond to the number on which the wheel lands, as determined at random by the spin. The Promotion will begin on October 11, 2025, and end on April 11, 2026 (the “Promotion Period”). The Promotion Period will be divided into separate entry periods, each corresponding to an individual San Jose Sharks home game as detailed in the chart set forth below (each, an “Entry Period,” with the Game Date also serving as the Winner Selection Date). Ticket sales for each Entry Period will open when the Venue doors open and will close at the end of the second intermission of the applicable game. No other forms of entry are valid. Limit one (1) prize per person per Entry Period. Entries not selected as a Winner for one Entry Period shall not carry forward to a subsequent Entry Period.

<b>Entry Period</b>	<b>Game Date / Winner Selection Date</b>
1	October 11, 2025
2	November 7, 2025
3	December 1, 2025
4	December 20, 2025
5	January 3, 2026
6	January 23, 2026
7	March 19, 2026
8	April 11, 2026

**2. Eligibility.** Eligibility to participate in the Promotion or to win a Prize is limited to persons who are 18 years of age or older as of the date of entry into the Promotion and legal residents of the State of California. Any effort by an entrant to misrepresent himself or herself using aliases or multiple e-mail addresses or telephone numbers or misrepresent his or her eligibility age will disqualify that entrant. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. Entries that are mechanically reproduced, copied, illegible, incomplete, late or inaccurate are void. Entrants who disregard these Official Rules are not eligible to participate or win. Directors, officers, managers, members, employees, contractors and agents (and their immediate families and household members) of Sponsor, Sharks Sports & Entertainment, LLC, San Jose Sharks, LLC, the National Hockey League (“NHL”), the American Hockey League (“AHL”), and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies are not eligible. Sponsor’s determination of eligibility, in its sole discretion, shall be final and conclusive. The potential winner may be required to show proof of being the authorized Registered Applicant.

3. **Winner Selection.** Eligible persons who submit a Registration to Sponsor during an applicable Entry Period ("Registered Applicants") shall be entered for a chance to win a Prize (as defined below). One (1) winner (each a "Winner" and collectively, "Winners") as determined by Sponsor will be selected by a random drawing conducted by Sponsor on the applicable game date after the conclusion of the second intermission from among all eligible Registrations received during the applicable Entry Period. Sponsor reserves the right to change the drawing dates and times and the number of Winners in its sole discretion. Odds of winning depend on the number of Registrations received. All materials submitted in connection with the Promotion become the property of Sponsor and will not be returned and shall be governed in accordance with Sponsor's Terms of Use, available in the footer section of [www.sjsharks.com](http://www.sjsharks.com).

4. **Prize.** Each Winner selected will be awarded the Prize corresponding to the applicable Entry Period for which they won, as set forth in the chart below. **Total approximate retail value ("ARV") of each Prize is \$10.00-\$250.00.**

Entry Period	Prize
1	One (1) "This is Sharks Territory" poster autographed by members of the 2025–26 San Jose Sharks team
2	One (1) framed Joe Thornton Retirement Night commemorative poster autographed by Joe Thornton
3	One (1) S.J. Sharkie "Mascot of the Year" jersey autographed by members of the 2025-26 San Jose Sharks team
4	One (1) San Jose Sharks Holiday Basket
5	One (1) soccer ball autographed by the current alternate captains of the 2025–26 San Jose Sharks team
6	One (1) football autographed by members of the 2025-26 San Jose Sharks team
7	One (1) limited edition signature series stick autographed by members of the 2025-26 San Jose Sharks team
8	One (1) custom San Jose Sharks jersey autographed by members of the 2025-26 San Jose Sharks team

The Prize is nontransferable, and tickets may not be resold and/or auctioned off or used in connection with any raffle, sweepstakes, contest or giveaway. No substitution will be made except as provided herein at Sponsor's sole discretion. Sponsor reserves the right to substitute the Prizes (or any portion thereof) for one of equal or greater value if the Prizes should become unavailable for any reason. For purposes of clarity, alcohol shall not be awarded as part of the Prizes. Winner is solely responsible for all costs and expenses incurred that are not included in the Prizes, including items such as: travel, ground transportation, gratuities, food, beverages, and souvenirs. Winners are responsible for all taxes and fees associated with Prize receipt.

5. **Conditions of Participation.** Each participant in the Promotion agrees to be bound by these Official Rules and the decisions of Sponsor (which shall be final), and to accept delivery of the Prize. In addition, each Registered Applicant represents and warrants that all information contained in his/her Registration entry is true and accurate. Sponsor is not responsible for any printing errors in these Official Rules, in the Registration page or otherwise in any materials in connection with the Promotion or for any misdirected, incomplete, lost, late or illegible Registrations or other errors or problems that may limit a participant's ability to participate in or win the Promotion. In addition, Sponsor is not responsible for any other error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Registrations, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, including in connection

with the administration of the Promotion and the announcement of the Winner. Sponsor shall not be responsible for lost, late, misidentified or misdirected Registrations, or telecommunication or computer hardware or software performance, errors, delays or failures or the cancellation, or suspension or postponement of the Promotion. Sponsor reserves the right to disqualify any individual who tampers with the Registration process or the administration of the Promotion. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole 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. CAUTION: Any attempt to deliberately damage any website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages (including but not limited to professionals' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law. Entries become the property of Sponsor and will not be acknowledged or returned. Sponsor's decisions are final on all matters relating to this Promotion.

**6. Publicity Rights; Use of Likeness.** By entering the Promotion, you certify, warrant, represent, agree and covenant to Sponsor, Sharks Sports & Entertainment LLC, San Jose Sharks, LLC and each of their related entities, the NHL, the AHL, and all others acting with Sponsor or Sponsor's authority (collectively, the "Releasees") the following: The Releasees shall have the perpetual and irrevocable right to use, reproduce, print, publish and disseminate in all manners and media, including on [www.sjbarracuda.com](http://www.sjbarracuda.com), your name, image, voice, appearance and other identifying information provided in connection with the Promotion (the "Likeness"), and to record, broadcast and otherwise exploit the Likeness in any and all contests, promotions, advertisements and/or public displays or announcements of any kind and in any and all media and without compensation to you. The Releasees shall have full and exclusive ownership and control of any video, photograph or recording of the Likeness (the "Material"). You shall have no rights to such Material, and the Releasees may use, alter or modify all or part of the Material and Likeness, regardless of whether you are recognizable. You acknowledge and understand that the Releasees make no representations that the Likeness or Material will or will not be used in any specified way.

**7. Winner Notification.** The Prize Winner will be notified by the posting of the winning ticket number at the Sharks Foundation Booth within the Venue on or about the applicable Winner Selection Date, and by the posting of the winning ticket number online at [www.sjsharks.com/spinthewheel](http://www.sjsharks.com/spinthewheel), within forty-eight (48) hours of the applicable Winner Selection Date. The Winner will have until ten (10) minutes after the conclusion of the applicable game to claim the Prize in person at the Sharks Foundation Booth. If the Prize is not claimed in person within that time, the Winner may claim the Prize by emailing [sharksfoundation@sharksfoundation.org](mailto:sharksfoundation@sharksfoundation.org) within thirty (30) days of the applicable Winner Selection Date to coordinate a pickup time. Sponsor may require the Winner to execute an affidavit of eligibility, publicity release (except where prohibited), and liability waiver and other documentation prior to the delivery of the Prize (an "Affidavit"). The Winner may be required to provide Sponsor a Form W-9 to receive the Prize in which case the Winner will receive an IRS Form 1099 from Sponsor for the approximate retail value of the Prize for the calendar year won. If the Winner fails to pick up or redeem the Prize at the location designated by Sponsor on a date and time designated by Sponsor, or fails to execute the Affidavit or other documentation required by Sponsor, Sponsor will consider such Winner to have forfeited the Prize and another prize winner will be selected. In the event that the potential winner is disqualified for any reason, Sponsor will award the Prize to an alternate winner through a random drawing from remaining Registrations. Only three (3) alternate awards will be attempted, after which the Prize will remain unawarded. The right to receive the Prize is non-transferable and a Winner has no right of substitution (in cash or otherwise). Sponsor reserves the right to substitute a prize of equal or greater value in the event any portion of the Prize is unavailable, as determined by Sponsor in its sole discretion.

**8. Announcement of Winners.** To request a list of Winners, please send a postage prepaid letter to the Sharks Foundation, Inc., Spin the Wheel Giveaway Attn: Randi Emmons, 525 W. Santa Clara St, San Jose, CA 95113 to be received within sixty (60) days of the conclusion of the Entry Period. The name of the Winners will not be posted online.

9. **Sponsor.** The sponsor of this Promotion is the Sharks Foundation, Inc., 525 W. Santa Clara St, San Jose, CA 95113. The Sharks Foundation, Inc. is registered with the California Department of Justice under Raffle Registration No. RF0009107.

10. **Disclaimers, Dispute Resolution and Limitations of Liability.** Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. This Promotion shall be governed by, and construed in accordance with, the laws of the State of California without regard to its conflict of law principles that may cause the application of laws of another jurisdiction. Any action, dispute, claim, controversy or litigation concerning this Promotion shall (1) take place exclusively in the federal or state courts sitting in Santa Clara County, California, and each participant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts; or (2) at Sponsor's option, be resolved exclusively by final and binding arbitration in San Jose, California. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS"), in accordance with its streamlined arbitration rules and procedures or subsequent versions thereof ("JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in California. **THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. EACH PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' OR OTHER PROFESSIONALS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PARTICIPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING ALL PRIZES, 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 PURPOSES, OR NON-INFRINGEMENT. THE PARTIES EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE OFFICIAL RULES.**

11. **Release and Indemnification.** You acknowledge that you receive material benefit from participation in the Promotion and, in consideration, agree to fully and completely, to the fullest extent permitted by law: (a) WAIVE, RELEASE AND DISCHARGE the Releasees, and each of their respective officers, directors, members, managers, representatives, employees, agents, successors and assigns, subsidiaries and affiliates from and with respect to any and all liability, claims, damages, losses, expenses, demands, suits, actions, fines and/or judgments, including without limitation reasonable attorneys' fees, court costs and litigation expenses (the "Claims"), related to or arising from the subject of these Official Rules and this agreement to be bound by them, including, but not limited to, claims arising from or related to the Releasees' negligence; and (b) INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees and each of their respective officers, directors, members, managers, representatives, employees, agents, successors and assigns, subsidiaries and affiliates from any Claims asserted against the Releasees caused by, in whole or in part, or arising from, directly or indirectly, or in any way relating to your participation in this Promotion, violation of these Official Rules and/or the awarding, acceptance, use or misuse of any Prize given out under the Promotion or any other substitute Prize.

By entering into this Promotion, you agree to waive any rights under § 1542 of the Civil Code of the State of California, and all similar laws of any jurisdiction, providing: *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

You further agree that you (x) understand all terms of these Official Rules, (y) have full knowledge of the foregoing content and significance, including that, through these Official Rules, you give up legal rights that may otherwise be available, and (z) enter into this Promotion freely and voluntarily, without inducement or coercion.

12. **Severability.** In the event that any provision of these Official Rules shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision shall be severed from the remainder of these

Official Rules, which shall remain in full force and effect, and the Official Rules shall be construed as if such invalid or unenforceable provision had not been part of the Official Rules, and the court making such determination shall have the power to reduce the scope or applicability of such provision in a manner that makes such provision valid and enforceable and comes closest to expressing the intention of the invalid or unenforceable provision.

**13. Entrant's Personal Information.** Information collected from entrants is subject to and will be used in accordance with Sponsor's Privacy Policy (as amended from time to time) as set forth in the footer section of [www.sjsharks.com](http://www.sjsharks.com).

**14. League Rules.** These Official Rules shall in all respects be subject to and subordinate to each of the following, as such may be amended from time to time: (a) the NHL Constitution; (b) the NHL by-laws; (c) all other rules, regulations and policies of the NHL and the resolutions of its Board of Governors; (d) any collective bargaining agreement between the NHL and/or its member clubs and other parties; (e) all consent decrees and settlement agreements entered into, between or among the NHL and its member clubs or the NHL, NHL member clubs and/or other persons in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of Governors, the NHL Commissioner, or the NHL Constitution; (f) any television or cable, radio, or other media network agreements between the NHL and third parties; (g) any national corporate marketing, licensing, sponsorship or similar agreements between the NHL (or NHL affiliates) and third parties, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the Commissioner; (h) all AHL rules, regulations and policies, each as they may be amended from time to time.