

2023-24 LA KINGS BIRTHDAY CLUB

Terms and Conditions

NO PURCHASE IS NECESSARY TO REGISTER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2023-24 LA KINGS BIRTHDAY CLUB: The 2023-24 LA Kings Birthday Club (“Club”) rewards eligible participants who register for the Club with a special birthday gift delivered via email as set forth herein.

- 1. Eligibility.** The Club is open only to legal residents of California, who are 18 years of age or older at time of registration. Void outside California and where prohibited or restricted by law, rule or regulation. Employees of The Los Angeles Kings Hockey Club, L.P. (a/k/a LA Kings), Anschutz Entertainment Group, Inc., L.A. Arena Company, LLC, and the National Hockey League (“NHL”), and each of their respective affiliates, owners, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees' families (defined as parents, children, siblings, spouse, and life partners) and members of the same household, whether or not related. Proof of residency and age may be required. **Club registration good only for the 2023-24 LA Kings NHL Season. Any previous LA Kings birthday club registrations will not roll over into the 2023-24 Club.**
- 2. How to Enter:** Participants can register for the 2023-24 Club at www.lakings.com/birthday beginning at 12:00 p.m. Pacific Daylight Time (“PDT”) on July 5, 2023 and ending at 12:00 p.m. PDT on March 31, 2024 (“Registration Period”). Eligible participants (each a “Member,” and collectively, the “Members”) must follow the instructions on the screen. Members must provide all required information in order to be eligible (name, email address, phone, date of birth, and zip code). **Limit one (1) registration, one (1) birthday gift, and one (1) code per Member.**

Registration must be made by the applicable birthday month registration deadline below (each a “Registration Deadline” and collectively, the “Registration Deadlines”) in order for Member to be eligible to receive a birthday gift:

Birthday Month	Birthday Registration Deadline	Birthday Email to be Sent by LA Kings on or Around the Following Date
May 2023	8/31/2023	9/1/2023
June 2023	8/31/2023	9/1/2023
July 2023	8/31/2023	9/1/2023
August 2023	8/31/2023	9/1/2023
September 2023	8/31/2023	9/1/2023
October 2023	9/30/2023	10/1/2023
November 2023	10/31/2023	11/1/2023
December 2023	11/30/2023	12/1/2023
January 2024	12/31/2023	1/1/2024
February 2024	1/31/2024	2/1/2024
March 2024	2/29/2024	3/1/2024
April 2024	3/31/2024	4/1/2024

Birthday email will be sent by the LA Kings to the email address contained in the Member's registration on or around the 1st day of the Member's birthday month, except for Members with birthdays in the NHL Off-Season months of May 2023 through September 2023, which emails will be sent by the LA Kings on or around September 1, 2023. Registrations received from any person or e-mail address in excess of the stated limitation will be void. Any attempt by a person to register with multiple email accounts may result in disqualification at the discretion of the LA Kings upon verification. LA Kings, Anschutz Entertainment Group, Inc., L.A. Arena Company, LLC, and the NHL are not responsible for lost, late, incomplete, garbled, illegible, or misdirected registrations, or for any error, human, technical or otherwise, which may occur in the processing of registrations. Proof of sending will not be deemed to be proof of receipt. All registrations become the exclusive property of LA Kings and will not be acknowledged or returned.

3. **Birthday Gift:** Members who register for the Club, and meet all of the eligibility requirements as stated above, will receive a birthday gift ("Gift") by email as follows:

(a) For eligible Members with birthdays occurring during the 2023-24 NHL Season (October 2023 through April 2024): (i) a special birthday code will be sent to Member via email only, redeemable for two (2) complimentary tickets in the 300-level at Crypto.com Arena for use by Member and one (1) guest to attend one (1) 2023-24 LA Kings regular season home game ("Game") occurring in the month of the Member's birthday or the month immediately following Member's birthday (**excluding birthdays occurring in the month of April 2024, which code must be used for tickets to a Game occurring in April 2024**). (Approximate Retail Value ("ARV") of two (2) Game tickets in the 300 level: \$85.00). **Ticket service fees will apply and will be the sole responsibility of Member at the time of redemption. Service fee not to exceed: \$10.00 per ticket.** Member may have the ability to upgrade ticket location at time of redemption subject to availability, as determined by LA Kings, and provided Member must pay for any difference in the retail price for such upgraded tickets at the time of such upgrade request, as well as any additional service fees per upgraded ticket (which may exceed \$10.00). Exact location of tickets shall be determined by LA Kings in its sole discretion. Game shall be played at Crypto.com Arena in Los Angeles, CA; (ii) a code for ten percent (10%) off merchandise good only at the Team LA online store located at: <https://teamlastore.com> (**restrictions may apply**); and (iii) a surprise percentage off code good only for the online purchase (at <https://www.nhl.com/kings>) of additional tickets to the Game. **The purchase of additional tickets to the Game must be made at the same time as Member redeems the birthday code for their complimentary tickets for the Game. Surprise percentage off code will be shown at time of redeeming your birthday code and the amount of the percentage off shall be determined by the LA Kings in its sole discretion.**

(b) For Members with birthdays occurring during the NHL Off-Season months of May 2023 through September 2023: (i) a special birthday code will be sent to Member via email only, redeemable for two (2) complimentary tickets located in the 300-level at Crypto.com Arena for use by Member and one (1) guest to attend one (1) LA Kings pre-season or regular season home Game occurring during the months of October or November 2023 (ARV of two (2) Game tickets in the 300 level: \$85.00). **Ticket service fees will apply and will be the sole responsibility of Member at the time of redemption. Service fee not to exceed: \$10.00 per ticket.** Member may have the ability to upgrade ticket location at time of redemption subject to availability, as determined by LA Kings, and provided Member must pay for any difference in the retail price of such upgraded tickets at the time of the upgrade request, as well as any additional service fees per upgraded ticket (which may exceed \$10.00). Exact location of tickets shall be determined by LA Kings in its sole

discretion. Game shall be played at Crypto.com Arena in Los Angeles, CA; (ii) a code for ten percent (10%) off merchandise good only at the Team LA online store located at: <https://teamlastore.com> (**restrictions may apply**); and (iii) a surprise percentage off code good only for the online purchase (at <https://www.nhl.com/kings>) of additional tickets to the Game. **The purchase of additional tickets to the Game must be made at the same time as Member redeems the birthday code for their complimentary tickets for the Game. Surprise percentage off code will be shown at time of redeeming your birthday code and the amount of the percentage off shall be determined by the LA Kings in its sole discretion.**

Tickets may only be redeemed by the intended Member. Tickets will be transferred to Member via **AXS App** or the **LA Kings App**. Tickets do not include any playoff games, or any special event games. Game is subject to availability; exact location of tickets to be determined by the LA Kings in its sole determination; certain blackout games will apply. **Codes must be redeemed within forty-eight (48) hours prior to the selected Game.** All tickets must be used by April 18, 2024. Codes void after April 16, 2024. Tickets are not eligible for transfer or resale. Members guest must be of legal age of majority in their jurisdiction of residence, unless guest is the child or legal ward of Member.

Ticket codes and other discount codes cannot be combined with any other offers. Not valid for previously purchased LA Kings game tickets. Codes will not be replaced if lost or stolen, and codes have no cash value.

Tickets do not include meals, beverages, parking, travel to/from Crypto.com Arena, gratuities, service fees, or any other expenses of a personal nature, unless otherwise set forth above. Except where otherwise expressly noted in these Terms and Conditions, the selection of all vendors, prizes, products and services is subject to the LA Kings' sole and absolute discretion. Gift (and/or any portion thereof) is nontransferable and non-exchangeable. No substitutions or cash redemption of the Gift is permitted except that LA Kings retains the right to substitute a gift of equal or greater retail value (or at LA Kings election, the cash value of the applicable gift). Additional restrictions may apply.

All Members and their guests agree to comply with all applicable arena regulations in connection with any tickets to Game. LA Kings and/or arena owner reserve the right to remove or deny entry to any Member and/or any guest who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Game. Releasees (as defined below) will not be responsible for weather, Acts of God, acts of terrorism, epidemic/pandemic, civil disturbances, work stoppage or any other event that may cause the cancellation or postponement of any NHL game.

All federal, state and local taxes related to the Gift are the sole responsibility of each Member. All other expenses and costs not expressly listed above are each Members' sole responsibility. No refunds or credit for changes are allowed.

4. **Use of Data:** LA Kings will be collecting personal data about Club Members (including, without limitation, name, phone number, mailing address, gender, age, e-mail addresses) when they register online. LA Kings is entitled to use personal data contained in all registration forms, on-line or otherwise, in accordance with their privacy policy and terms of use. By participating in the Club, entrants hereby agree to all personal information uses and disclaimers as explained in LA Kings' Privacy Policy located at <https://www.aegworldwide.com/privacy-policy> and Terms

of Use located at: <https://cms.nhl.bamgrid.com/images/assets/binary/321343204/binary-file/file.pdf>.

5. **Agreement to Terms and Conditions:** Participation in the Club and these Terms and Conditions constitute registrant's full and unconditional agreement to and acceptance of these Terms and Conditions and LA Kings' Privacy policy at <https://www.aegworldwide.com/privacy-policy> and Terms of Use located at: <https://cms.nhl.bamgrid.com/images/assets/binary/321343204/binary-file/file.pdf>, as well as to be contacted by telephone and/or email.

5. **General Conditions:** This promotion is governed by the laws of the United States of America and California, without respect to conflict of law doctrines. As a condition of participating in the Club, Member agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this promotion or the Terms and Conditions, shall be resolved individually, without resort to any form of class action, exclusively before a court, and not a jury, located in Los Angeles County, California, that is hereby agreed to have jurisdiction. Further, in any such dispute, under no circumstances will Member be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than Member's actual out-of-pocket expenses, and Member further waives all rights to have damages multiplied or increased

By joining the Club, Members release, indemnify and hold harmless LA Kings, Anschutz Entertainment Group, Inc., L.A. Arena Company, LLC, and the NHL, and each of their respective subsidiaries, affiliates, owners, members, shareholders, directors, officers, employees and agents (collectively, the "Releasees") from any and all liability for any injuries, loss, illness, death or damage of any kind arising from or in connection with these Terms and Conditions; the receipt, possession, use and/or misuse of any Gift; any malfunction, error or other problem arising in connection with the collection, processing, or retention of registration information; or any typographical or other error in the printing, offering, or any Club announcement.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GIFT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

LA Kings reserve the right to cancel or modify these Terms and Conditions if fraud or any other factor impairs the integrity of the Terms and Conditions as determined by LA Kings in its sole discretion. Terms and Conditions of the Club are subject to change at the sole discretion of the LA Kings.

Online registrations are deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an 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. The LA Kings may ask for proof that the Member is the authorized account holder of the e-mail address associated with the registration and is a California resident. Gift will only be awarded to the authorized account holder.

If, in the LA Kings opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Terms and Conditions, or if technical difficulties compromise the integrity of the Terms and Conditions, LA Kings reserves the right in its sole discretion to void any registration at issue (including disqualifying any individual who tampers or otherwise interferes with the entry process), and to cancel, terminate, modify or suspend the Terms and Conditions, in whole or in part, at any time without notice.

The LA Kings in no way promote illegal acts, and any and all registrations which include or promote illegal acts will be disqualified. LA Kings assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of, unauthorized access to, or alternation of, registrations. The LA Kings are not responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any e-mail or registration received by the LA Kings or any Gift email sent by the LA Kings on account of technical problems or traffic congestion on the Internet or at any web site, including <https://www.nhl.com/kings> any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Terms and Conditions.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THESE TERMS AND CONDITIONS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE LA KINGS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

6. **Publicity:** Except where prohibited by law, each Member grants to Releasees (as defined above) and their advertising agencies the right to use and publish Members' photo, proper name, likeness, voice, opinions, biographical information and state in any media to promote without additional compensation. Members agree that their guest(s) shall be required to do the same.
7. **Request for Terms and Conditions:** All requests for a copy of these Terms and Conditions must be made by May 15, 2024. Send a self-addressed stamped envelope to: 2023-24 LA Kings Birthday Club, c/o LA Kings, 555 N. Nash Street, El Segundo, CA 90245.
8. **Administrator:**
The Los Angeles Kings Hockey Club, L.P.,
555 N. Nash Street
El Segundo, CA 90245