COMCAST SPECTACOR FOUNDATION (d/b/a FLYERS CHARITIES)

50/50 RAFFLE OFFICIAL RULES

- 1. Comcast Spectacor Foundation (d/b/a Flyers Charities) (the "<u>Foundation</u>") will conduct a 50/50 Drawing (each a "<u>Drawing</u>") at the Wells Fargo Center during those Philadelphia Flyers home games (regular season and postseason) as the Foundation may elect (each a "<u>Game</u>").
- 2. Each Drawing and all tickets for the Drawing (each a "<u>Ticket</u>"), transactions, participants, purchasers and winners are subject to these Official Rules, and to all applicable statutes, rules and regulations including, but not limited to, the Pennsylvania Small Games of Chance Act (the "<u>Act</u>"), the rules and regulations adopted pursuant the Act, and all other applicable rules and regulations adopted by any regulator and/or enforcement agency having jurisdiction with respect to the activities to which these Official Rules apply.
- 3. No person who is under the age of eighteen (18) years old may purchase a Ticket or claim any Prize (as defined below). No person who is visibly intoxicated may purchase a Ticket or claim any Prize. Each Ticket shall be purchased and belong to only one person, and only one person shall be entitled to claim the Prize associated with a winning Ticket. If any dispute arises as to ownership of a Ticket, the Foundation, in its sole discretion, will determine ownership.
- 4. Employees of the Foundation and those persons selling Tickets for the Drawings are not eligible to enter a Drawing or win a Prize.
- 5. Tickets will be sold throughout the Wells Fargo Center, excluding any areas reserved as Family Sections, during each Game. Ticket sales will commence as determined by the Foundation in its sole discretion but in no event later than ninety (90) minutes prior to the Game. Ticket sales will conclude at the earlier of (a) the time at which there is ten (10) minutes left in the third period of the Game or (b) the time at which a decision is announced that the Game or its completion has been postponed to a later date or cancelled. Such sales shall be made by credit or debit card only at prices that shall be determined by the Foundation in its sole discretion. Each number for the Drawing on the Ticket will represent one entry in the Drawing. All Ticket sales are final.
- 6. Prior to the end of the third period of the Game (or following the announcement of any postponement or cancellation of the game), one (1) winning Ticket number will be randomly drawn by the Foundation utilizing an automated computer program. The winning Ticket number will be announced prior to the end of the third period (or within fifteen minutes following any such postponement or cancellation announcement) of the Game over the Wells Fargo Center's public address system and on the Wells Fargo Center's electronic sign boards and will thereafter be posted least the thirty days on the official Foundation next (https://www.nhl.com/flyers/community/flyers-charities). The winning Ticket holder need not be present at the time of the Drawing in order to win.
- 7. Each Drawing's prize (the "<u>Prize</u>") shall be half (50%) of the amount of the net proceeds from the sale of Tickets to such Drawing (as determined by the Foundation in its sole discretion). The other half of the net proceeds from the sale of Tickets to the Drawing shall be retained by the Foundation for distribution to charitable organizations in accordance with the Act. Prize winners will be subject to all applicable withholding tax and other federal, state and local tax requirements.
- 8. In order to prove entitlement to any Prize, the winning Ticket holder for each Game must appear in person and with a valid government issued photo ID and submit all documents required by these

Official Rules to the Foundation at (a) at the customer service desk outside Section 120 of the Wells Fargo Center within ten (10) minutes of the end of the Game or (b) **by appointment only** at the offices of the Foundation at the Wells Fargo Center, 3601 South Broad Street Philadelphia PA 19148 on any business day between the hours of 9:00 a.m. and 4:00 p.m. Eastern Time on or before the day that is thirty (30) days following the last Philadelphia Flyers home game (regular season or post-season) of the season during which the winning Ticket was drawn (the "Prize Claim Expiry Date"). To schedule an appointment, the winning Ticket holder must email CSCharities@comcastspectacor.com. If the Prize Claim Expiry Date occurs on a Saturday, Sunday or legal holiday, the Prize Claim Expiry Date is hereby deemed to occur on the next business day.

- 9. Further, in order to prove entitlement to any Prize, the winning Ticket holder for each Game must submit to the Foundation, in person and together with a valid government issued photo ID, the valid designated winning Ticket, a completed 50/50 Drawing Publicity Release (the "Release"), a Winning Ticket Claim Form (the "Claim Form") and a W-9 IRS Form (the "W-9"), which forms may be obtained at the point of redemption of the winning Ticket. Failure to produce the valid winning Ticket together with the Release, the Claim Form, and the W-9 prior to the Prize Claim Expiry Date will result in forfeiture of the related Prize. A check in the amount of the Prize, net of any withholding, if applicable, will be mailed to the winning Ticket holder within fifteen (15) days after such Ticket holder has submitted the valid winning Ticket and executed and delivered a valid Claim Form, the Release and W-9 to the Foundation in accordance with these Official Rules.
- 10. All Prizes not properly claimed on or prior to the applicable Prize Claim Expiry Date, and all mailed Prize checks which are returned undeliverable, are hereby deemed forfeited, and any amount of such forfeited Prizes shall be retained by the Foundation to be used for its charitable purposes in accordance with the Act.
- 11. The Foundation and Philadelphia Flyers, L.P. are not responsible for lost or stolen Tickets or Tickets redeemed in error by their respective employees, members or agents.
- 12. A Ticket is void, and the holder thereof is ineligible to receive any Prize, if there is sufficient evidence, in the sole discretion of the Foundation, that the Ticket was stolen, improperly issued, ineligible, illegible, altered, counterfeited, or printed in duplicate or in error. Unauthorized persons copying, selling, or altering Tickets or otherwise undermining the legitimate operation of a Drawing are subject to prosecution
- 13. By purchasing a Ticket, each Ticket holder agrees to have his or her name, address, biographical information, photograph, image, likeness, and voice published, broadcast and otherwise reproduced by the Foundation and/or Philadelphia Flyers, L.P. (and/or its affiliates) in any media or format, worldwide, for publicity and promotional purposes, without notice, review or approval and without further payment or consideration, for an unlimited duration.
- 14. Each person who purchases a Ticket, together with his or her personal representatives, heirs, successors and assigns (collectively, a "Participant"), is by that act conclusively deemed to have agreed with the Foundation as follows: (a) to defend, indemnify, release and forever discharge the Foundation, Spectrum Arena Limited Partnership, Philadelphia Flyers, L.P. and Bump Worldwide Inc. (individually and collectively) and the respective present and future affiliated entities, owners (direct and indirect), officers, directors, employees and agents of the foregoing persons or entities (collectively the "Released and Indemnified Parties"), from and against any and all claims, injuries, losses, damages or liabilities of any nature whatsoever to persons or property, which such Participant may now or hereafter assert, including but not limited to claims for injury, death, illness or damages, resulting in whole or in part, directly or indirectly, from participation in any Drawing

and from acceptance, receipt, ownership, possession, misuse or use of any Prize; (b) to waive any right to claim any ambiguity or defect in the operation of any Drawing or in these Official Rules; (c) that the Released and Indemnified Parties have made no representation, warranty or guaranty, expressed or implied, in law or in fact, relative to the operation of the Drawings or to any Prize, and are not responsible for any errors in Drawing operations, Prizes or materials; (d) to waive all rights to damages, attorney's fees or any damages from or against any of the Released and Indemnified Parties other than actual out-of-pocket costs incurred to purchase a Ticket; (e) that any disputes will be resolved in Philadelphia; (f) that any failure to enforce any provision of these Rules shall not constitute a waiver of that or any other provision; and (g) that the Foundation may modify, suspend or postpone any Drawing to the extent in its judgment necessitated by, infection, tampering, fraud, unauthorized intervention or technical failure or by force majeure or any other reason beyond its reasonable control.

BY PURCHASING A TICKET, EACH ENTRANT AGREES TO WAIVE ANY RIGHTS TO BRING A CLAIM AGAINST THE RELEASED AND INDEMNIFIED PARTIES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND WAIVES ANY AND ALL CLAIMS FOR PUNITIVE, INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES

15. Comcast Spectacor Foundation (d/b/a Flyers Charities) is a Pennsylvania not-for-profit corporation that enjoys IRS Section 501(c)(3) tax exempt status. The Foundation is a distinct legal entity from Spectrum Arena Limited Partnership, the legal entity that operates the Wells Fargo Center, and Philadelphia Flyers, L.P., the legal entity that owns and operates the Philadelphia Flyers, a member club of the National Hockey League. The Foundation is conducting the Drawing at the Wells Fargo Center with the permission of Spectrum Arena Limited Partnership and Philadelphia Flyers, L.P., but the Foundation is solely responsible for the operation and conduct of the Drawings. The official registration and financial information of the Foundation may be obtained from the Pennsylvania Department of State by calling toll free, within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement.