

## OFFICIAL RULES

### Colorado Mammoth “Hero of the Game” Promotion Presented by King Soopers

**NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **Eligibility.** The Colorado Mammoth Hero of the Game Promotion presented by King Soopers (the “**Promotion**”) is open only to legal residents of the State of Colorado who are eighteen (18) years of age or older at the time of entry (an “**Eligible Entrant**”). Employees, officers and directors, including immediate family members (spouse, domestic partner, child (biological, foster or adoptive), sibling, or parent (biological, foster or adoptive) and their respective spouses/domestic partners, regardless of where they reside), and members of the same household, whether or not related, of Sponsor (defined below), Kroenke Arena Company, LLC, Kroenke Sports & Entertainment, LLC, the National Lacrosse League (“**NLL**”) and its member teams, NLL Properties, Inc., and each of their respective parent and affiliated companies, subsidiaries, licensees, divisions, members, teams, affiliated leagues and any and all other companies associated with the Promotion (collectively, the “**Promotion Entities**”) are not eligible to participate or win a Prize. The Promotion is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Promotion, including but not limited to the administration and operation of the Promotion. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

2. **Promotion Period.** The Promotion will begin at 9 a.m. Mountain Time (“**MT**”) on November 5, 2024 and will end forty-eight (48) hours before the last game of the final round of the NLL playoffs in which the Mammoth participate (as determined by the NLL) (the “**Promotion Period**”). During the Promotion Period, Sponsor will conduct a drawing approximately two (2) weeks prior to each regular season or playoff home game held at Ball Arena in which the Colorado Mammoth are active participants. **Entries not selected in a Drawing will be automatically included in subsequent Drawings.** Sponsor reserves the right to extend or shorten the Promotion Period in its sole discretion, and to cancel, terminate, modify or suspend the Promotion for any reason in Sponsor’s sole discretion. Sponsor’s clock shall be the official clock of the Promotion.

3. **How to Enter.** During the Promotion Period, Eligible Entrants may nominate an individual who is eighteen (18) years or older (a “**Nominee**”) to be recognized as a “Hero of the Game” by completing the online entry form found at <https://kse.events/2425-Mam-HerooftheGame> in its entirety (a “**Submission**”). **Limit one (1) Submission per Eligible Entrant and a Nominee named in Submission may only win one (1) Prize.** If an entrant submits multiple Submissions, only the first Submission will be considered. No other form of entry will be accepted. In the event of dispute over the identity of an Eligible Entrant, an entry will be deemed made by the Authorized Account Holder of the e-mail address submitted at the time of entry, and the Potential Winner may

be required to provide identification sufficient to show that he/she is the Authorized Account Holder of such e-mail address. The “**Authorized Account Holder**” is deemed the natural person who is assigned to the e-mail address in question by the applicable 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. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail or postal address. Sponsor is not responsible for late, lost, illegible, damaged, misdirected, incomplete or otherwise invalid entries. Sponsor reserves the right to disqualify any entry that it deems, in its sole discretion, to be a violation of the Official Rules.

Sponsor reserves the right to disqualify any Submission it deems to be inappropriate, not in keeping with Sponsor’s image or that is otherwise not in compliance with these Official Rules, in its sole discretion, including but not limited to any Submission that: (i) defames or invades the publicity rights or privacy of any person, living or deceased, or otherwise infringes upon any person’s personal or property rights or any other third party rights; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; (iii) is sexually explicit, lewd, or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity; (iv) is obscene or offensive; endorses any form of hate or hate group; (v) appears to duplicate any other submitted Submission; (vi) contains trademarks, logos, or trade dress (such as costumes, distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses without applicable permission; (vii) contains copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media), without permission; (viii) excepting those of Sponsor, contains or references any names, products or services of any company or entity, or promotes any brand, product or service of any company or entity; (ix) contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission; (x) contains look-alikes of celebrities or other public or private figures, living or dead; (xi) communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate or otherwise contains content which Sponsor in its sole discretion decide is inappropriate or objectionable; and/or; (xii) violates any law, rule or regulation.

4. **Winner Selection.** Sponsor will randomly select one Submission from all Eligible Entrants for each Drawing. The Nominee named in each Submission that Sponsor selects in a Drawing is a “**Potential Winner.**” Sponsor will attempt to contact the Potential Winners in the manner described below. Should a Potential Winner not meet the eligibility criteria or the entry be found, in Sponsor’s sole discretion, to not comply with these Official Rules, such Potential Winner will be disqualified and Sponsor may select an alternative Potential Winner.

5. **Winner Contact.** Sponsor will attempt to contact each Potential Winner via e-mail within twenty-four (24) hours after the applicable Drawing. Each Potential Winner who responds to Sponsor’s message, provides verification of his/her eligibility and complies with all other terms of the Official Rules, is a “**Winner.**” If a Potential Winner cannot be reached during the twenty-four

(24) hour period or fails to respond to Sponsor within twenty-four (24) hours after said message is delivered, such individual will be disqualified and an alternative Potential Winner will be selected from the remaining Eligible Entrants and contacted. At all times, Sponsor reserves the right to select an alternate Winner in the event that a Winner is found to have not complied with these Official Rules.

**6. Prize Descriptions; General Prize Terms.** The Promotion will have a minimum of one (1) Winner and a maximum of thirty (30) Winners, with each Winner receiving the prize listed in the table below (each, a “**Prize**” and collectively, the “**Prizes**”). There will be one (1) Winner for each Drawing that takes place and each Drawing shall be subject to the NLL regular season and playoff schedule.

<b>Drawing</b>	<b>Prize</b>
Drawing #1-#60	Two (2) tickets and one (1) parking pass to a Colorado Mammoth regular season or playoff home game held at Ball Arena, as selected by Sponsor, a \$50 gift card to King Soopers, and two Colorado Mammoth t-shirts.  Approximate Retail Value: \$180

**7. General Prize Terms.** The odds of winning a Prize will depend on the number of entries received by Sponsor and will decrease as more entries are received. The odds of winning a Prize and number of Prizes available to be awarded will depend on the number of regular season games scheduled and the number of rounds the Colorado Mammoth participate in during the 2024-2025 NLL playoffs, as determined by the NLL. The right to receive a Prize is non-transferable and non-assignable. No cash redemption of a Prize is permitted except at Sponsor’s sole and absolute discretion. Sponsor reserves the right to substitute the Prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion. All costs and expenses associated with acceptance and use of a Prize not specified herein as being provided, including but not limited to transportation costs, parking, food and beverages, souvenirs, gratuities and other expenses incurred by accepting and making use of any Prize, are the sole responsibility of the applicable Winner (and Winner’s guests, as applicable). Each Winner and Winner’s guest(s) will receive admission to the game only upon presentation of an admission ticket and will be subject to the rules and regulations of the venue while attending the game. Seat locations will be determined by Sponsor in its sole discretion.

All federal, state, or local taxes associated with the Prizes awarded hereunder are each Winner’s responsibility. A form 1099 may be issued based on the value of the Prize as required by law. Winner may be required to execute and return an affidavit of eligibility and/or liability/publicity release. To the extent requested, all such forms will be completed and returned within twenty-four (24) hours or Sponsor may disqualify a Winner.

**8. Privacy Policy.** Any personally identifiable information collected during an entrant’s participation in the Promotion will be collected by Sponsor and used by Sponsor (i) for purposes of proper administration and fulfillment of the Promotion as described in these Official Rules, and (ii) as described in Sponsor’s privacy policy, posted on Sponsor’s website. In addition, each entrant

agrees that Sponsor may share the information they provide with any of the other Promotion Entities, the use of which will be governed by the privacy policy maintained by such Promotion Entity.

**9. Publication and assignment of rights of Submissions.** By entering the Promotion, each entrant agrees that his or her Submission is an original work of authorship and he or she owns all right, title and interest in the entry as of the date of Submission. Entries cannot defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third-party rights. If the Submission contains any material or elements that are not owned by the entrant and/or that are subject to the rights of third parties, the entrant is responsible for obtaining and has obtained, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the Submission by Sponsor and the Promotion Entities in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Submission. If any identifiable person appearing in the Submission is under the age of majority in his or her state of residence, the parent or legal guardian of such person is required to provide permission. Sponsor reserves the right to require proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Sponsor reserves the right to disqualify any Submission it deems to be offensive, inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules, in its sole discretion.

By entering the Promotion, entrants agree to assign all right, title, and interest, including copyright rights, in the Submission to Sponsor and grant permission for Sponsor, the Promotion Entities and their respective designees to publish or publicize all or part of their Submission, including but not limited to entrant's and Nominee's name, likeness and submission, in whole or in part, for advertising, promotional and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide in perpetuity, without notice or permission and without further compensation, except where prohibited by law (irrespective of whether or not such Nominee wins a Prize).

**10. Release; Winner Publicity Release.** By participating in the Promotion, each entrant, on behalf of himself/herself and the Nominee, agrees to release and hold harmless the Promotion Entities from and against any and all claims, injuries, damages or losses that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion or from the receipt or use of any Prize(s) awarded. Each entrant, on behalf of himself/herself and the Nominee, (irrespective of whether or not such Nominee wins a Prize), grants to each of the Promotion Entities an independent, royalty-free, perpetual, irrevocable, fully transferrable, non-exclusive, worldwide right (but not obligation) and license to publicize and use such entrant's and Nominee's name, address (city and state of residence), photograph, voice and/or other likeness and Prize information in any and all media now known or hereafter devised, without additional compensation or consideration, notification or permission, unless prohibited by law.

**11. General.** Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Promotion Entities (i) do not make any warranty, guaranty or representation of any kind concerning the Promotion or a Prize (other than that any autographed memorabilia that may be awarded as a Prize is authentic and that items described as player-used

have been actually used by a player) and (ii) to the extent permitted by law, disclaim any and all express and implied warranties (including, without limitation, quality, merchantability and fitness for a particular purpose) relating to the Promotion and the Prize(s).

The Promotion Entities are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, or postage-due entries, through e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. The Promotion Entities are not responsible for lost, interrupted or unavailable network, server, Internet service provider, website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the Prize(s) or in any Promotion-related materials. The Promotion Entities are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. The Promotion Entities are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website.

Sponsor reserves the right in its sole discretion to disqualify any person (including an entrant or Nominee) Sponsor suspects or finds: (i) to have tampered with the entry/selection process or the operation of Promotion; (ii) to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring Sponsor or Promotion Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with Promotion; or (v) to be acting in violation of these Official Rules. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to cancel or modify the Promotion if fraud or other difficulties compromise the integrity of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE PROMOTION AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

**12. Indemnity; Disputes.** By participating in the Promotion and by accepting a Prize, all entrants and Winners agree to indemnify and hold harmless each of the Promotion Entities from any and all liability arising out of or relating in any way to the entrant's and/or Winner's participation in the Promotion. Except where prohibited by law, each entrant and Winner agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State and Federal courts located in the County of Denver, State of

Colorado; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING THIS PROMOTION AND/OR RECEIVING A PRIZE, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State Colorado. If any provision of these Official Rules is declared invalid or unenforceable, such provision will be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision will not affect any other provision of these Official Rules, and these Official Rules will continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as described above, as the case may be. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have.

13. **Sponsor.** The sponsor of this Promotion is KS LAX LLC, 1000 Chopper Circle, Denver, Colorado 80204.

14. **Winners List.** For the list of all Winners, mail a self-addressed stamped envelope to: "Winners List- Colorado Mammoth Hero of the Game Sweepstakes" to KS LAX LLC, 1000 Chopper Circle, Denver, Colorado 80204. All requests must be received by no later than thirty (30) days after the end of the Promotion Period.