

**PLL 2023 – PLL Nation Launch Giveaway
Official Rules**

Important: Please read these Official Rules before entering this promotion (“PLL Nation Launch Giveaway”). By participating in The PLL Nation Launch Giveaway, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN PLL NATION PRIZES. PLL Nation Prizes void where prohibited by law. Subject to applicable federal, state, and local laws.

ANY DISPUTE RELATED TO PLL NATION LAUNCH GIVEAWAY PRIZES, INCLUDING THESE OFFICIAL RULES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND NO PARTIES WILL HAVE THE ABILITY TO BRING CLAIMS VIA CLASS ACTION. PLEASE READ THESE RULES CAREFULLY.

1. INTRODUCTION. The Premier Lacrosse League, Inc. (“**PLL**”) is offering eligible entrants the ability to win prizes for joining and participating in PLL Nation during “Launch Week”. All prizes will be listed as further described herein (the “**Prize**” or “**Prizes**”) and subject to the terms and conditions of these Official Rules.

2. ELIGIBILITY. The PLL Nation Launch Giveaway is only available to certain residents, please review these eligibility provisions closely as you cannot claim Prizes if you are not eligible. **(A) Eligible Participants.** The PLL Nation Launch Giveaway is open to legal individual residents of the United States, which shall include the District of Columbia, as well as legal individual residents of Canada (excluding the providence of Quebec), who are at least fourteen (14) years or older or the age of majority in their jurisdiction of residence (whichever is older) as of the date of entry, and who have a valid e-mail address and government-issued photo identification (each, an “**Entrant**” or “**you**”). Entrants between the ages of fourteen (14) and seventeen (17) must have parental consent to play and will be required to submit signed parental consent to be eligible to claim any Prize. This Promotion is void in all U.S. territories, (e.g., Puerto Rico and Guam) and foreign countries other than Canada (except as provided in above), and where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations. **(C) Ineligible Participants.** Irrespective of the eligibility criteria set forth above, the following individuals shall not be permitted to participate in The PLL Nation Launch Giveaway and shall be ineligible for all Prizes: (i) directors, members, employees, interns, consultants, agents, successors, and assignees of Sponsor and their respective affiliates, if any, and each of their respective advertising/promotion agencies; and (ii) the Immediate Family Members and/or Household Members of any of the persons set forth in (i) above. “**Immediate Family Members**” shall include parents, step-parents, children, step-children, siblings or spouses. “**Household Members**” shall mean people who share the same residence at least three (3) months per year, whether a Family Member or not.

3. PROMOTION PERIOD. The PLL Nation Launch Giveaway will begin at 10:00 AM Eastern Time on May 22, 2023 and will end at 12 AM Eastern Time on May 30, 2023. All entries must be received during this Promotion Period and meet the other requirements under Section 4 (How to Enter) and as otherwise provided in this Official Rules to be eligible to win Prizes. All times used in these Official Rules are Eastern Time.

4. HOW TO ENTER. (A) General. To be eligible for **Prize 1** (a signed jersey) you must join PLL Nation in the Premier Lacrosse League App by logging in to your profile. To be eligible for **Prize 2** (PLL Originals Jersey) you must join PLL Nation in the Premier Lacrosse League App by logging in to your

profile AND must have a top-10 ranking on the PLL Nation leaderboard at the time the promotion period ends. To be eligible for **Prize 3** (PLL helmet) you must join PLL Nation in the Premier Lacrosse League App by logging in to your profile AND earn experience points in the app every day of the promotion period. The odds of winning depend on the number of entries received. Upon completing these criteria, you will be automatically entered to win PLL Nation Launch Giveaway Prizes. Any personal information provided to Sponsor will be subject to Sponsor's Privacy Policy as set forth in Section 15 of these Official Rules. If any Prizes are sponsored by a partner, your personal information will be shared with such partner. **(B) Data Charges May Apply.** If you participate in PLL Nation via your mobile device (if available), you may be charged for standard data use according to the terms in your wireless service provider's data plan. You should contact your wireless carrier for information on your data plan and to understand how you may be billed. **(C) Entrant Identity.** Entry must be made by the Entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot or promotional service). One participant per entry. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification at Sponsor's discretion. A potential winner may be required to provide Sponsor with proof that they are the authorized holder of the account associated with the winning entry.

5. SELECTION, NOTIFICATION, VERIFICATION, FORFEITURE OF POTENTIAL WINNER. (A) Selection. The PLL will randomly select one (1) winner to claim the **Prize 1** (a signed jersey), ten (10) eligible winners to claim **Prize 2** (PLL Originals Jersey), one (1) eligible winner to claim **Prize 3** (a PLL helmet). The odds of winning depend on the number of entries received. **(B) Notification.** The potential winner will be notified via email using the email address if one is provided in the PLL app and via notification in the PLL App and will be subject to verification by Sponsor in accordance with these Official Rules. It is the sole responsibility of each entrant to provide and maintain a valid address. **(C) Verification.** A POTENTIAL WINNER MAY NOT WIN A PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED. SPONSORS DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO PLL NATION. **(D) Forfeiture.** If: (i) the Sponsor's notification is undeliverable, (ii) the potential winner does not respond within forty-eight (48) hours of being notified, (iii) the potential winner does not return any required documents, including the Affidavit of Eligibility and Liability/Publicity Release, or (iv) the potential winner is otherwise unable to claim the Prize, the Prize will be forfeited and awarded to an alternate winner. Sponsor will hold an alternate drawing for the Prize.

6. PRIZE. (A) General. PLL Nation Launch Giveaway Prizes include three items. **Prize 1** (a signed jersey with an approximate retail value of \$80.00), **Prize 2** (PLL Originals Jersey with an approximate retail value of \$80.00), and **Prize 3** (a PLL helmet with an approximate retail value of \$230.00) the "**Prize**" or "**Prizes**"), subject to the terms and conditions of these Official Rules. The winner will be solely responsible for all costs and expenses associated with using the Prize. The approximate retail value of the Prize 1. **(B) Restrictions.** ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any Prize or portion thereof. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in PLL Nation.

7. CONDITIONS TO CLAIM THE PRIZES. Any potential winner, as a condition to being deemed a winner and claiming the Prize, must agree to complete and execute an Affidavit of Eligibility and Liability/Publicity Release, and/or such other documentation required by Sponsor or its designee, which shall at a minimum, grant Sponsor and/or its designee a worldwide, irrevocable, royalty free, license to

use the Prize winner's name, hometown, and likeness for advertising, trade, or promotional purposes without further compensation to the winner (except where prohibited by law). The potential winner may be required to provide Sponsor or its designee with a copy of a government issued identification card containing a photo in order to claim the Prize. EACH ENTRANT ACCEPTS THAT THIS IS A CONDITION OF WINNING THE PRIZE AND IF THE ENTRANT IS A POTENTIAL WINNER AND DOES NOT AGREE TO THESE PROVISIONS IT SHALL NOT BE DEEMED THE PRIZE WINNER.

8. ENTRY ERRORS/ NO RETURN OF ENTRIES; DISPUTES. Sponsor is not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries, which will be disqualified. Sponsor is not responsible for any unavailability of or interruptions to any service or equipment used in connection with PLL Nation, including, without limitation, (1) interruptions to any network, server, internet, website, telephone, satellite, computer or other connections (2) failures of any telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, or (4) other errors of any kind, whether human, technical, mechanical or electronic, or (5) the incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Once submitted, entries become the sole property of Sponsor and will not be acknowledged or returned. In the event of a dispute, the authorized account holder at the time of entry will be deemed to be the Entrant. The potential winner will be required to show proof of identification, and Sponsor may require that the potential winner provide proof that his/her identification matches the user information associated with the winning entry (both at the time of entry and at the time of verification of a potential winner). SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY POTENTIAL WINNER IF IT DETERMINES, IN ITS SOLE DISCRETION, THAT ANY USER INFORMATION WAS CHANGED OR FALSIFIED IN ORDER TO MEET ELIGIBILITY REQUIREMENTS.

9. CONDITIONS OF PARTICIPATION. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions. The decisions of the Sponsor in regard to all matters of PLL Nation are final and binding. Sponsor reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend PLL Nation and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Without limiting the foregoing, Sponsor may lock out an Entrant who, in Sponsor's sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter. CAUTION: A PERSON WHO ATTEMPTS DELIBERATELY TO UNDERMINE THE LEGITIMATE OPERATION OF PLL NATION OR TO ALTER OR DAMAGE A WEBSITE MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES AND FINES; AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Without limiting the foregoing, Sponsor may modify, cancel, terminate, and/or suspend PLL Nation if, in the Sponsor's sole opinion, an incident of any kind occurs to corrupt or impair the administration, security, integrity, fairness or play (as intended) of PLL Nation, including without limitation: (a) viruses, bugs, unauthorized human intervention, fraud or technical failure; or (b) earthquake, flood, fire, storm, other natural disaster, act of God or force majeure; or (c) labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict (whether or not officially declared). In the event that the event is canceled for any reason (whether or not in Sponsor's control) Sponsor reserves the right to cancel, modify or suspend PLL Nation entirely, at its discretion.

10. DISCLAIMERS. Prizes Provided "As Is." Except as expressly provided to the contrary in writing by the PLL, PLL Nation and the Prize are provided on an "AS IS" and "AS AVAILABLE" basis without warranties or conditions of any kind, either express or implied. Neither PLL nor the suppliers make any warranty that PLL Nation or the Prize: (i) will meet any requirements or expectations; (ii) will be available on an uninterrupted, timely, secure, or error-free basis; or (iii) will be accurate, reliable, complete, legal, or

safe. PLL disclaims all other warranties or conditions, express or implied, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement related thereto. We cannot guarantee the security of any data that you disclose online. You accept the inherent security risks of providing information and dealing online over the internet and will not hold us responsible for any breach of security unless it is due to our wilful misconduct. Nothing in these Terms shall exclude or limit liability of either party for fraud, death or bodily injury caused by gross negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you.

11. RELEASE AND INDEMNITY. By participating in PLL Nation, Entrants agree to release and to indemnify and hold harmless Sponsor and its affiliates, and all of their respective officers, directors, employees, consultants, and agents (collectively, the “**Released Parties**”) for any liability, loss, injury, death, or damages of any kind sustained by or owing to Entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in PLL Nation (or related activities) or the acceptance, possession, use or misuse of a prize.

12. LIMITATIONS OF LIABILITY. The Released Parties do not make any representation, warranty, or guarantee, express or implied, relating to PLL Nation or the Prize, and Entrants understand and agree that the Released Parties shall not be responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment, hardware, software or programming associated or used with PLL Nation; (2) technical errors, defects, delays or failures of any kind, including without limitation malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (3) digital or electronic disruptions, e.g., viruses; (4) unauthorized human intervention, e.g., hacking; (5) technical or human error which may occur in connection with any aspect of PLL Nation; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in PLL Nation, access to, copying or downloading materials from premierlacrosseleague.com or any other website, or receipt or use of any prize.

13. DISPUTE RESOLUTION; ARBITRATION. Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with PLL and limits the manner in which you can seek relief from us, which may alter your legal rights.

1. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your participation in PLL Nation or the Prize offered or distributed thereby, or to any aspect of your relationship with PLL, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or we may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
2. **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our legal team at legal@premierlacrosseleague.com. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at

:<http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352- 5267.

3. **WAIVER OR JURY TRIAL.** You and PLL hereby WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND TO HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and PLL are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
4. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE CLASS BASIS; ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or federal courts located in the State of New York. All other claims shall be arbitrated.
5. **Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Premier Lacrosse League, Attn: Legal Department, 21250 Hawthorne Blvd, Suite 375, Torrance, CA 90503 within 30 days of the opening of the Auction, with a copy to legal@premierlacrosseleague.com. The written notice must provide the email address you used to set up your account, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
6. **Severability.** Except as provided in this Section, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
7. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with us.

14. LIMITATION OF LIABILITY. To the fullest extent permitted by law any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York law, without reference to New York's choice of law rules, governs PLL Nation and all aspects related thereto.

15. PRIVACY. Personally identifiable information that is submitted by Entrants as part of PLL Nation will be used to administer PLL Nation, select prize winner and fulfill prizes, and will be treated in accordance with Sponsor's privacy policy accessible on its website at www.premierlacrosseleague.com.

16. OFFICIAL RULES; WINNERS LISTS. For a copy of the Official Rules and/or the listed winner, email the Sponsor at the email address below with a subject titled "OFFICIAL RULES; WINNER LIST" with your request. Requests must be received within thirty (30) days following the end of PLL Nation.

17. ADDRESS; COPYRIGHT. Sponsor is responsible for PLL Nation and awarding of prizes. Sponsor's address is Premier Lacrosse League, Inc., 21250 Hawthorne Blvd, Suite 375, Torrance, CA 90503. Sponsor's e-mail address for requests is legal@Premierlacrosseleague.com. Premier Lacrosse League, service marks, copyrights and other intellectual property are proprietary to the Premier Lacrosse League. All rights reserved.