

LIGHTNING FOUNDATION 'OPEN ARTIST CALL' CONTEST

OFFICIAL CONTEST RULES (the "Official Rules")

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF FLORIDA AND WHERE PROHIBITED BY LAW. Lightning Foundation, Inc., the official charity of the Tampa Bay Lightning (the "**Lightning**") and a Section 501(c)(3) tax-exempt organization ("**Sponsor**"), is sponsoring an "Open Artist Call" contest (the "**Contest**") wherein certain pieces of art will be showcased around AMALIE Arena (the "**Arena**") 401 Channelside Drive, Tampa, FL 33602 for a designated period of time.

- 1. Eligibility:** The Contest is open to legal U.S. residents who (i) are at least 18 years old, or at least thirteen (13) years of age with parent/guardian consent and agreement to these Official Rules at time of Contest entry, and (ii) are legal residents of, and living within, the state of Florida at the time of Contest entry. Any parent/guardian agreeing on behalf of a child over 13 agrees that the child's entry into the Contest must be supervised by the parent/guardian, who is fully responsible for such entry. Children under 13 may not enter the Contest and their parents/guardians cannot agree to these Official Rules on their behalf. Employees and immediate family members (consisting of any spouse, sibling, grandparent, or any other person living in the same household of an employee) of Lightning Foundation, Inc., Tampa Bay Arena, L.P., Lightning Hockey LP, Tampa Sportservice, Inc, the City of Tampa, Hillsborough County, the Tampa Sports Authority, Western States Arts Federation Corporation, any other entity directly involved in the development or administration of the Contest, or any of the foregoing entities' respective affiliated or subsidiary companies, are not eligible to participate in the Contest (together, the "**Contest Entities**"). "**Immediate family**" includes only an employee's (or officer's, director's, agent's or representative's, as applicable) spouse, parents, grandparents, children, and employee's (or officer's, director's, agent's or representative's, as applicable) siblings living in the same household (at least three months a year). The Contest is governed by the laws of the state of Florida. All federal, state, and local laws and regulations apply. Void outside of Florida and where prohibited by law. This Contest is in no way sponsored, endorsed, administered by, or associated with Facebook. Contest is subject to modification or cancellation by Sponsor. Any individual that submits a piece of artwork to Sponsor in connection with this Contest is referred to herein as a "**Contestant**", or collectively, as "**Contestants**".
- 2. How to Enter:** The Contest begins at 9:00 a.m. Eastern Time ("**ET**") on April 24, 2018 and ends at 11:59 p.m. ET on September 7, 2018 (the "**Contest Timeframe**"). All submissions must be received within the Contest Timeframe in order to be considered eligible for any of the Prizes (defined below). During the Contest Timeframe Contestants may go to www.callforentry.org or www.tampabaylightning.com/art (wherein Contestants will be directed to www.callforentry.org) and click on the banners, buttons and/or links to access the online entry form for the Contest to submit a Qualifying Submission (defined below). Contestants who submit all non-optional data requested on the online entry form (which may include their complete name, date of birth, address, city, state, zip code, telephone number, and/ or e-mail address) via the online entry form will be automatically entered in the Contest. Entries that do not contain all of the non-optional data are void and will be rejected without any notice to Contestant. Contestants will be given the option to receive commercial e-mails from Sponsor and/or the Lightning, but eligibility to participate in the Contest is not dependent upon Contestant's consent to receive such e-mails.

3. **Qualifying Submission:** With the exception of computer-generated artwork (defined for purposes of this Contest as any image generated with the assistance of a computer/tablet or computer program), all mediums of artwork, including, without limitation, **original** (i) paintings, (ii) photographs, (iii) drawings, and (iv) sculptures are acceptable (the “**Qualifying Mediums**”). The Qualifying Mediums are subject to the following size restrictions: (a) hanging artwork cannot exceed six feet (6’) by six feet (6’), including any frame attached thereto and (b) sculptures cannot exceed seven feet (7’) in height (the “**Size Limitations**”). Each Contestant may enter up to three (3) submissions (the “**Maximum Number of Entries**”). Provided that the submission is a Qualifying Medium that does not exceed the Size Limitations, the submission tendered shall be deemed a “**Qualifying Submission**”. In the event that an individual Contestant submits the Maximum Number of Entries, any submission/entry that follows the initial three (3) entries will not be considered for a Prize (the “**Rejected Submission**”). Contestant shall have the option, however, to withdraw a prior Qualifying Submission in lieu of the Rejected Submission, provided that such substitution is communicated in writing to Sponsor a minimum of twenty-four (24) hours before the Contest Timeline deadline (the “**Substituted Submission**”). Sponsor shall not have any liability, to Contestant or otherwise, in the event that the Substituted Submission is not timely entered into the Contest and/or adjudicated by the Panel (defined below).

4. **Prizes:**

- a. Forty-one (41) winners (together, the “**Winners**”, or individually, a “**Winner**,”) will be selected by Sponsor as follows: twenty-eight (28) non-cash-winning Winners and thirteen (13) cash-winning Winners. Regarding the cash-winning Winners, the thirteen (13) prizes will be determined based on the following categories (together, the “**Prizes**”): (a) Three (3) Winners in the General Category (the “**General Winners**”), (b) Seven (7) Runners-Up in the General Category (the “**Runner-Up Winners**”), and (c) three (3) Winners in the “Youth” Category (the “**Youth Winners**”). All entrants in the “Youth” Category must be between the ages of 13 and 18 years old.
- b. The Prizes shall be distributed as follows: (i) The General Winners will each receive One Thousand Dollars (\$1,000), (ii) the Runner-Up Winners will each receive Two Hundred and Fifty Dollars (\$250), and (iii) the Youth Winners will each receive Two Hundred and Fifty Dollars (\$250). Each Winner shall be solely responsible (at its sole cost and expense) for (a) any taxes due on their Prize, (b) any costs associated with creating/producing the Qualifying Submission, and (c) any costs associated with submitting the Qualifying Submission to Sponsor.

5. **Selection of Winner:**

- a. Sponsor shall designate a panel of judges (the “**Panel**”) to adjudicate the Contest and the Qualifying Submissions. The precise number of judges on the Panel shall be determined at the sole discretion of Sponsor. Subject to change by Sponsor, the Panel shall consist of local art leaders, various community figures, and/or Lightning Foundation personnel. The forty-one (41) Contest Winners will be selected by the Panel from the Qualified Submissions based on a one hundred (100) point system wherein two (2) criteria are evaluated: (1) visual impact and (2) conceptual impact (the selected artwork is referred to collectively herein as the “**Selected Submissions**”, or individually, a “**Selected Submission**”). Contestant hereby acknowledges that (i) the precise weight/point allocation given to each of the aforementioned criteria is solely in the discretion of the Panel, (ii) all Contest decisions shall be final, and (iii) Contestants will have no right, pursuant to these Official Rules or otherwise, to challenge the decisions of the Panel and/or the Prize decisions.

- b. On or about September 23, 2018 Sponsor (or its designated agent) will notify the Winners via telephone call and/or at the number/email address provided at the time of entry (the “**Prize Notification**”). If a Winner does not respond to Sponsor within thirty-six (36) hours of the Prize Notification, Winner will forfeit any and all interest in the Prize and Sponsor shall have the authority, at its sole discretion, to select an alternate winner. In the event that Sponsor elects to select an alternate winner pursuant to the terms of this Section, Sponsor will not have any further obligation to the original winner and the original winner will have no further claim against Sponsor.
- c. Noncompliance with these Official Rules or the return of the Prize (or any portion thereof) or Prize Notification as undeliverable may result in disqualification and Prize forfeiture and, at Sponsor’s sole discretion and time permitting, may cause an alternate potential winner to be randomly selected from among all remaining eligible entries. Contestants acknowledge that (i) it is their responsibility to check their phone, text message and/or email inbox and to ensure they receive any phone call and/or email from Sponsor in connection with this Contest, and (ii) Sponsor will not be held responsible for any failure by the Winner to timely claim the Prize in connection with the Winner’s failure to receive any message transmitted by Sponsor.
- d. Acceptance of (i) a Prize and/or (ii) designation as a Selected Submission constitutes express permission for Sponsor and its agencies (if any) to showcase the Selected Submission in and around AMALIE Arena (the “**Showcase**”).

6. Prize Conditions:

- a. All Prize details will be determined in the sole and absolute discretion of Sponsor. Winner is fully responsible for any and all applicable federal, state, territory, and local taxes (including income and withholding taxes). All costs and expenses associated with the Prize acceptance and use not specified herein as being provided, including but not limited to transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winner. The Prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor’s sole and absolute discretion. Sponsor reserves the right to substitute the Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion.
- b. Winner may be required to sign an IRS Form W-9 with the Winner’s full social security number or the equivalent. Failure to submit a Form W-9 upon request will result in forfeiture of the Prize. Winnings of \$600 or more will be reported to the IRS.

7. The Showcase; Sponsor’s Display Rights:

- a. Winner acknowledges that Sponsor shall have the right to display or otherwise showcase the Selected Submissions in and around AMALIE Arena through September 23, 2019 (the “**Showcase Period**”). Winner hereby acknowledges that Sponsor (i) shall have full discretion in selecting the precise Showcase location, if any, (ii) may, at any time and as many times as may be desired, re-locate the Selected Submission during the Showcase Period, and (iii) may elect, for any reason whatsoever, not to display any or all of the Selected Submissions.
- b. On the earlier of (i) ten (10) calendar days after the expiration of the Showcase Period or (ii) ten (10) calendar days after receipt of written notification from Sponsor, each Winner shall, at its sole cost and expense, pick-up its Selected Submission from AMALIE Arena (the “**Pick-Up Timeframe**”). Following the timely delivery of written notification to Sponsor, Winners shall have the option of designating an agent to pick-up the

Selected Submission on their behalf during the Pick-Up Timeframe. In the event that Contestant (or its designated agent, if applicable) does not timely adhere to the Pick-Up Timeframe, Sponsor shall have the right, at its discretion, to store, dispose, or otherwise discard the Selected Submission, without liability or further obligation to Contestant or any of Contestant's designated agents, assigns, or heirs.

TRANSPORTATION TO/FROM THE ARENA TO PICK UP SELECTED SUBMISSION NOT INCLUDED.

- c. In connection with the Sponsor's Showcase rights, Winner hereby grants Sponsor and its related entities a non-revocable, non-exclusive license to copy, publish, perform, or otherwise feature, in any medium, whether now known or hereinafter developed (including, without limitation, in television, print, or on the Internet), the Selected Submissions in any of their respective advertising, marketing, and/or promotional initiatives (the "**Promotional Use Rights**"). Regarding the Promotional Use Rights, Sponsor and Winner hereby agree that: (i) the rights shall encompass, without limitation, any AMALIE Arena, Tampa Bay Lightning, Tampa Bay Storm, or any of their affiliates' media platform or campaign, (ii) any exercise by Sponsor or its affiliates of its Promotional Use Rights shall not entitle Winner to any compensation, and (iii) Sponsor shall not have the right to sell, license, or otherwise grant any intellectual property rights associated with the Selected Submission to any third party (other than Sponsor and/or its affiliates' telecast partner), without the prior written consent of Winner.
- d. Winner shall have no right to the return of the Selected Submission until the expiration of the Showcase Period.
- e. Winners hereby acknowledge that while Sponsor will use commercially reasonable efforts to ensure that the Selected Submissions are not damaged while in Sponsor's possession, none of the Released Parties (defined below) shall have any liability, to Winner or to any third party (including any agent, assign, or heir of Contestant), for any damage to or destruction of any Selected Submission.

8. **Promotional Usage of Likeness:** By participating, each entrant acknowledges and agrees that Sponsor, the Lightning, the Arena, and each of their respective designees shall have the right and permission to use (unless prohibited by law) entrant's name, voice, address (city and state/territory of residence), photograph and/or other likeness and Prize information for advertising, promotional and/or trade and/or any other purpose in any and all media or format now known or hereafter devised throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification to entrants or any third parties.

9. **Entrant Warranties and Representations:** By entering into the Contest, each entrant agrees to be bound by these Official Rules, and any revised version hereof, and warrants and represents (i) that they are eligible to enter the Contest in accordance with any and all applicable law and these Official Rules, and (ii) that the Qualified Submission is an original work of authorship and he/she owns all right, title and interest in and to the Qualifying Submission and that the submission, publication, and/or reproduction of the Qualifying Submission in connection with the Contest will not, in any way, infringe upon the rights of any third party or will not otherwise violate the Lanham Act or 17 U.S.C. Entrant consents to Sponsor's (or its affiliates') use of Entrant's personal information, as described in Section 8 above

10. **Release of Liability and Indemnification:** As a condition of entering the Contest, each entrant agrees that: (1) under no circumstances will the entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than actual out-of-pocket expenses, if any; (2) all

causes of action arising out of or connected with the Contest or any Prizes awarded shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees and costs. EACH ENTRANT, ON BEHALF OF HIM/HERSELF AND HIS/HER HEIRS, SUCCESSORS, AND ASSIGNS, AGREES TO FOREVER RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE CONTEST ENTITIES, TAMPA BAY SPORTS AND ENTERTAINMENT LLC, THE NHL ENTITIES (DEFINED BELOW), AND ANY OTHER COMPANY INVOLVED IN THE DEVELOPMENT OR ADMINISTRATION OF THIS CONTEST, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, AND RELATED ENTITIES, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THE FOREGOING'S RESPECTIVE OWNERS, MEMBERS, MANAGERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS AND ASSIGNS, AND ALL OF THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**RELEASED PARTIES**"), FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY INJURIES, LOSSES, OR DAMAGES (INCLUDING DEATH) OF ANY KIND CAUSED BY ANY ACTIVITY AFFILIATED WITH THE CONTEST OR RESULTING FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE, INCLUDING, BUT NOT LIMITED TO, ANY INJURY (FINANCIAL, BODILY, OR OTHERWISE) SUSTAINED IN CONNECTION WITH THE PRIZE. EACH ENTRANT ALSO AGREES TO INDEMNIFY THE RELEASED PARTIES, FOR ANY COSTS INCURRED BY THE RELEASED PARTIES IN RELATION TO ANY LITIGATION OR UNANTICIPATED COSTS OR EXPENSES STEMMING FROM ANY MISREPRESENTATION BY THE ENTRANT UNDER PARAGRAPH 9, ABOVE. As used herein, the "**NHL Entities**" shall mean the National Hockey League, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, National Hockey League Foundation, NHL Foundation, each of the other 30 member clubs of the National Hockey League, and each of their subsidiaries or affiliated entities, including any entity which, now or in the future, controls, is controlled by, or is under common control with the National Hockey League or any of its member clubs, and the directors, officers, employees, partners, members, shareholders, owners, and agents of the above entities.

11. General Conditions:

- a. Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Contest-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, or the announcement of the Prize or in any Contest-related materials; errors or problems which may occur in connection with the

administration of the Contest, the processing of entries, or email or the announcement of the Prize. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to entrants' or to any other person's wireless device related to or resulting from participating in this Contest. Persons who tamper with or abuse any aspect of the Contest or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by Sponsor, and/or their respective agents. The use of automated entry or similar devices to participate or subvert the entry process is prohibited and all entries through such devices are void. In the event of a dispute as to the identity of any entrant, such entrant will be deemed, as the person named on the applicable entry form. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty or representation of any kind concerning the Prize (or any portion thereof), and (b) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- b. Contestants are required to provide truthful information and Sponsor will reject and delete any entry that it discovers to be false or fraudulent. Sponsor will disqualify any entry from individuals who do not meet the eligibility requirements and may also delete any entry received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.
- c. Sponsor reserves the right, in their sole discretion, to cancel or suspend the Contest (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Contest (or any portion thereof). In the event of cancellation, Sponsor may elect to identify the Winner and award the Prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation. Sponsor also reserves the right, in their sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.
- d. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST IN ANY WAY, OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR ITS RESPECTIVE AGENTS WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT AND RESERVE THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMISSIBLE BY LAW**

12. **Dispute Resolution:** In the event that litigation is initiated in order to enforce and/or interpret any provision of these Official Rules or to resolve a dispute about a Prize, the Showcase Period, or the Contest, the proper venue for any such litigation shall be Tampa, Florida. The prevailing party shall be reimbursed by the non-prevailing party for all costs and fees, including attorneys' fees and court costs, incurred by the prevailing party in connection with such litigation.

13. Winner Info: For the name of the Winners, send a self-addressed, stamped envelope after December 31, 2018 to “Open Artist Call” *c/o the Lightning Foundation*, 401 Channelside Drive, Tampa, Florida 33602.

[END OF RULES]