

SCRATCHERS GAME (“ETSU SCRATCH-IT”)

RULES

Prizes

Prizes will vary Game to Game from team & sponsor/ partner rewards. See Prize Release below.

How to Play

To play scratchers access the Game through the link provided. Click “sign up with Facebook” and allow access to register. Once registered click “get cards” and you will receive a set number of cards to scratch based on the Game. Scratch the card with your finger on the screen to reveal either a winning or losing card. At the end of the session if you have received any winning cards you will be asked to provide an email to send you rewards from this session.

How to Win

After scratching users will accumulate prizes from winning cards. Using the contact information provided to ETSU Scratch-It by the player at registration, the ETSU Scratch-It will notify each winner by e-mail with the rewards attached. Players must provide their true, full legal name when registering for ETSU Scratch-It in order to be eligible for any prizes. Any change in name, whether due to marriage or otherwise, must be reflected on the registration page prior to playing in order to be eligible for any prize. Only the person identified by name as the Winner at the time the Winner is notified by email, which is supplied by the player during registration, may claim the prize from the ETSU Scratch-It. Persons who register with fictitious names will be ineligible to win any prize. Upon email the winner will be notified of the winning prize(s). No user may play scratchers more than once in a 24 hour period.

Eligibility and Participation

Participants must be 13-years of age or older. In addition, participants must meet eligibility requirements at the time of the program drawing. Eligible minor entrants must have their parent’s or legal guardian’s permission to participate in this Game. To enter Scratchers, participants must register as a player on the ETSU Scratch-It Scratchers website.

When registering, participants must provide access to user verification & information through Facebook login in order to play. In addition, participants must provide true and current information. Failure to provide participant’s full legal name at registration through Facebook will make participant ineligible to receive prizes from the ETSU Scratch-It. In ETSU Scratch-It, only the person identified by name as the Winner on email at the time the

Winner’s name is posted, which is supplied by the player during registration, may claim the prize from ETSU Scratch-It. Any change in name, whether due to marriage or otherwise, must be reflected on the user’s

Facebook account prior to playing in order to be eligible for any prize. Persons who register with fictitious names will be ineligible to win any prize. ETSU Scratch-It is not open to certain Van Wagner Sports & Entertainment vendors or employees of Van Wagner Sports & Entertainment, their agents, and their family members residing in the same household.

Odds

The odds of winning any prize vary based on the total number of players and the total number of prizes. Players may not play, win, or receive a reward email more than once in a 24 hour period.

Additional Terms

Participants are responsible for complying with these Official Rules in addition to state and federal law and ETSU Scratch-It Regulations. Proof of age, eligibility, and identity must be furnished upon request. Participants agree to Van Wagner Sport & Entertainment's use of their name, photo, likeness, and hometown for advertising and publicity purposes, without compensation. All taxes are the responsibility of the winner. By participating in the program, and/or accepting any prize or promotional award, participants agree to and do release and hold harmless Van Wagner Sport & Entertainment and its commissioners, employees, agents, and officers from any claim, demand, judgment, award, and/or any liability of any kind whatsoever. Van Wagner Sport & Entertainment reserves the right to modify or terminate this program at any time. In the event of a conflict, these Official Rules supersede any applicable general rules or advertisements of Van Wagner Sport & Entertainment.

Winners Release

By playing participants hereby acknowledge receipt of a prizes awarded in the ETSU Scratch-It scratchers Game sponsored by Johnson City Honda, and in doing so, declare they meet Game eligibility requirements, and hereby agree as follows:

- 1. Release.** I hereby release, covenant not to sue, and discharge Van Wagner Sport & Entertainment , Johnson City Honda, any other Game sponsor, their respective affiliates and the employees, officers, directors and agents of each (collectively, "Releasees") from (a) any claim in respect of the conduct of the Game or the award of the prize, or in connection with the use of my name, photo, voice, likeness and biographical information by Releasees, including, but not limited to, claims for libel, false light, right of privacy and right of publicity, and (b) any and all liabilities, claims, damages, costs and expenses (including attorneys' fees) incurred for or due to taxes owed by me, or due to any personal injury to me or others, or damage to property owned by me or others which injury or damage may arise in any connection with this Game, the prize awarded or its use, and any travel, accommodations, goods or services provided or not provided to me or others whether such injury or damage is caused by the active or passive negligence of Releasees or otherwise.
- 2. Indemnity.** I hereby agree to indemnify and hold harmless Releasees and each of them from and against any and all liabilities, claims, damages, costs and expenses (including attorneys' fees) incurred for or due to taxes owed by me, or due to any personal injury to, or damage to property owned by me, members of my household or family, the

agents, employees, contractors, visitors and guests of any of us, and any other persons, which injury or damage may arise in connection with this Game, the prize awarded or its use, and any travel, accommodations, goods or services provided or not provided to me or others, whether such injury or damage is caused by the active or passive negligence of Releasees or otherwise.

3. Publicity Consent. I hereby consent to the use by Van Wagner Sport & Entertainment Entities and Johnson City Honda and any Game co-sponsors, and their permittees, of my name, photo, voice, likeness and biographical information for promotional, advertising, marketing and other business purposes without additional consideration.

4. Valuation of Prize: I hereby acknowledge that the prices of products and services offered as Game prizes often fluctuate. I agree that the value stated in the Official Game Rules for the prize I have won reflects the reasonable, good faith estimate of Van Wagner Sport & Entertainment Entities & Johnson City Honda. I accept and agree to be bound by this valuation for all purposes relating to the Game, including the reporting of prize values to the Internal Revenue Service ("IRS"). I further agree that I am not entitled to the difference between the estimated value of my prize and the actual price at which my prize may be advertised or sold in the open market at any given time. I will make no such claim against Van Wagner Sport & Entertainment or the other Releasees. I acknowledge that Van Wagner Sport & Entertainment must report the award of any prizes that it values at \$600 or more to the IRS as income to me and I will not demand that Van Wagner Sport & Entertainment report any amount other than the prize value stated in the Official Game Rules.

5. Voluntary Agreement: BY PLAYING I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS TERMS, INCLUDING THE RELEASE OF LIABILITY AND INDEMNIFICATION OF THE PARTIES NAMED HEREIN AND RELATED PERSONS AND COMPANIES. I HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.