

**BELLATOR MMA HAWAII GIVEAWAY
OFFICIAL RULES
LIMITED TO RESIDENTS OF HAWAII.**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.
VOID WHERE PROHIBITED.**

1. **ELIGIBILITY:** The Bellator MMA Hawaii Giveaway (the "Giveaway" or "Promotion") is open only to legal residents of the state of Hawaii who are physically located in Oahu and are at least 18 years of age or older. Void outside the state of Hawaii and where prohibited or restricted by law. Employees, officers and representatives of Bellator Sport Worldwide LLC ("Sponsor"), Showtime Networks Inc., Paramount Global, Monster Energy Company, any of their respective parent, affiliates, subsidiaries, licensees, advertising, and promotion agencies, as well as John McCarthy, Josh Thompson, Royce Gracie, any other companies engaged in the development, production or distribution of materials for this Promotion, and each such employee's or person's immediate family members (spouse, parents, siblings, grandparents, children, and the spouses of each, regardless of where they live), and individuals living in the same households whether related or not, are not eligible. All federal, state, and local laws and regulations apply. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **TIMING:** The Giveaway begins at 12:00:00 AM HST on **March 17, 2023** and ends at 11:59:59 PM HST on **April 14, 2023** (the "Promotion Period"). Sponsor's designated clock is the official time-keeping device for the Giveaway.
3. **HOW TO ENTER:** During the Promotion Period, visit www.Hawaii.Bellator.com (the "**Website**") and follow the instructions to complete and submit the online entry form to receive one entry (the "**Entry**") into the random drawing. **Limit One (1) Entry per person.** By participating in the Giveaway, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding. All Entries are the property of the Sponsor and will not be returned.
4. **RANDOM DRAWING:** A random drawing to select a winner will be conducted on or about **April 15, 2023** from among all eligible entries received. Odds of winning a prize will depend on the number of eligible entries received.
5. **WINNER NOTIFICATION:** Potential winner is subject to verification of eligibility and compliance with these Official Rules. Potential winner will be notified via the phone number provided on his/her Entry and will be required to sign and return an Affidavit of Eligibility, Release of Liability, and where lawful, a Publicity Release in a manner and within a time specified by the Sponsor. Failure to return required Documents or respond to a notification within the time specified or return of any prize/prize notification as undeliverable, will result in disqualification without further notice and an alternate winner will be selected. In the event a potential winner is deemed ineligible or is unable to claim the prize as specified, the potential winner will be disqualified, and an alternate winner will be selected, time permitting. An entrant is not deemed a winner of any prize unless and until (i) the entrant's eligibility has been verified, (ii) all requirements determined by the Sponsor to claim a prize have been fulfilled, and (iii) the entrant has been notified that the verification process is complete. No correspondence will be entered into with non-winning entrants.
6. **PRIZE AND APPROXIMATE RETAIL VALUE("ARV"):** There will be **One (1) Grand Prize** awarded. The Grand Prize includes: (i) A pair of tickets for winner and one (1) guest to a VIP Luau Dinner on Thursday, April 20, 2023, (ii) A pair of tickets (each ticket with an ARV of \$100.00 USD) to the BELLATOR MMA Event scheduled to be held at the Neal S. Blaisdell Arena in Honolulu, Hawaii on Saturday, April 22, 2023 (each an "Event"), and (iii) BELLATOR MMA merchandise valued at \$50.00 USD. Total ARV of the Grand Prize is \$450.00 USD. **NO TRANSPORTATION OR ACCOMMODATIONS INCLUDED.**

Additional Prize disclosures – Admission to an Event is subject to the restrictions and requirements of the venue and Event organizers, as applicable. You and/or your guest may be required to complete a waiver and/or release. All Event tickets are subject to the terms and conditions regarding use, as printed thereon, including age restrictions. Transportation and accommodations associated with prize acceptance, redemption and usage will NOT be provided by Sponsor and prize winner will be solely responsible for arranging and paying all costs and expenses not expressly set forth herein, including without limitation, accommodations and transportation to and from an Event. All applicable federal, state and local taxes on a prize and any expenses relating to the acceptance/use of a prize not specified herein are the sole responsibility of winner. Winner's guest must be eighteen (18) years of age or older. Event tickets may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in ticket(s) being voided. No substitution or transfer of prize permitted by winner. The Bellator MMA talent that may be present at the VIP Luau Dinner is subject to change depending on the confirmed availability of John McCarthy, Josh Thomson, and/or Royce Gracie. Sponsor reserves the right to

provide a prize of equal or greater value at its sole discretion. Sponsor and its agents are not responsible for any unclaimed, lost, mutilated or stolen ticket prizes; nor will said prizes be replaced. Sponsor will not be responsible for any portion of a prize that may not be available due to any event beyond Sponsor's control. Sponsor will not be responsible for postponement or cancellation of an Event or for issues arising from venue operation and management. This Prize is subject to change based on local health and safety guidelines leading up to/at the time of use. If an Event is closed, cancelled or modified for any reason, the Sponsor will have no further obligation to award compensation in lieu thereof. The Sponsor and/or any other relevant party reserve the right to remove or deny entry into an Event to any person who engages in a non-sportsman like or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at an Event or at any prize-related activity. All prize details not specified herein shall be determined solely by Sponsor and will be provided to the winner at time of prize notification. In no event will the Sponsor provide any additional compensation to any entrant other than the prize offered as stated herein. Prize consists of only the items specifically listed as part of the prize.

7. **GENERAL:** This Giveaway is subject to all applicable federal, state, and local laws and regulations. If an entrant submits more than the stated number of Entries permitted, and/or if the Sponsor suspects that an entrant attempted to obtain additional Entries by using multiple email addresses, registrations, identities or any other method, all Entries submitted by the entrant will be declared null and void. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of the entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Any Entry that is suspected of being fraudulent (including those using robotic, automatic, programmed, or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control.
8. **RELEASE:** By participating in this Giveaway and/or accepting a prize, entrants agree to release and hold harmless Bellator Sport Worldwide LLC, Showtime Networks Inc., Paramount Global, Monster Energy Company, and each of their respective affiliates, subsidiaries, advertising and promotion agencies, and each of their respective directors, officers, employees and assigns, as well as John McCarthy, Josh Thomson, and Royce Gracie (collectively "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Giveaway or the acceptance, use or misuse of any prize, or for any claims based on publicity rights, defamation or invasion of privacy. Except where prohibited, participation in this Giveaway and acceptance of a prize constitutes winner's consent to the Sponsor and its agents for the use of winner's name, city/state of residence, and/or likeness, for promotional purposes (including publicly posting winner's name on a winner list) in any media, worldwide, and in perpetuity, without further notice or compensation.
9. **LIMITATIONS OF LIABILITY:** Released Parties are not responsible for lost, late, damaged, misdirected or mutilated email, mail, or other communications, or for any technical problems, faulty, lost, garbled, incomplete, incorrect or mistranscribed data/phone/or other transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer/mobile device related to or resulting from participating in or utilizing any materials in connection with this Giveaway. Released Parties are not responsible for any malfunctions or breakdown of any network systems, unavailable service connections, lost, incomplete or faulty network connectivity of any kind, failures of any service providers, or any combination thereof, which may limit a person's ability to participate in this Giveaway. Proof of submission will not be deemed proof of receipt by Sponsor. Released Parties assume no responsibility for undeliverable email messages resulting from any form of active or passive email filtering by a user, user's Internet service provider and/or email client or for insufficient space in user's email account or any other inability to receive email. Released Parties will have no responsibility for promotional or other Giveaway related materials that may be illegible, mutilated, altered, forged, or tampered with in any way, or for printing, typographical, technical, mechanical, or other errors. In no event will Sponsor be obligated to award more prizes than the number of available prizes stated in these Official Rules.
10. **DISPUTES:** Entrant agrees that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, the Official Rules, or the Sponsor's Privacy Policy will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved. Entrant agrees that any disagreement with Sponsor or its agents arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Sponsor's Privacy Policy, that Entrant will send a written notice to the Sponsor ("Demand"). Entrant agrees that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before Entrant accepted these Official Rules or the Sponsor's Privacy Policy.

Entrant must send the Demand to the following address (the "Notice Address"): Bellator MMA, Hawaii Giveaway, 1575 North Gower Street, Hollywood, CA 90028. Entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until 14 business days after Entrant sends a Demand. If the disagreement stated in the Demand is not resolved to Entrant's satisfaction within 10 business days after it is received, and Entrant intends on taking legal action, Entrant agrees that it will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of Entrant and Sponsor (and its agents) to litigate claims in court and Entrant and Sponsor/Sponsor's agents each agree to waive their respective rights to a jury trial or a state or federal judge. Entrants agree that they will not file any lawsuit against Sponsor or its agents in any state or federal court. Entrant agrees that if it does sue in state or federal court, and Sponsor or its agents brings a successful motion to compel arbitration, Entrant must pay all fees and costs incurred by Sponsor and/or its agents in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, Entrant must affect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, Entrant may file its case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. Entrant agrees that the Arbitrator will have sole and exclusive jurisdiction over any dispute it has with Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Los Angeles County, California. Entrant agrees that it will not file a class action or collective action against Sponsor or its agents, and that Entrant will not participate in a class action or collective action against them. Entrant agrees that it will not join its claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's Privacy Policy, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances does Entrant or the Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Sponsor agrees that it will submit all disputes with Entrant to arbitration before the Arbitrator. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor's in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. This arbitration provision shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion.

11. **NOTICE:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to cancel or modify the Promotion if it cannot be executed as planned for any reason or event beyond Sponsor's control, including but not limited to a Force Majeure event or occurrence, an "act of God" (e.g., natural disaster, etc.) or an unforeseeable health event (e.g., pandemic) making it inadvisable, impractical, impossible or illegal or which materially affects a parties ability to perform its obligations under this agreement in whole or in part, or if fraud, technical failures, human error or any other causes beyond the reasonable control of the Released Parties impairs the security, integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. If the Promotion is so cancelled, prize may be awarded in a random drawing from among all non-suspect, eligible entries received prior to such action. Any use of robotic, automatic, programmed or the like methods of participation will void such Entry. Sponsor and/or its agent reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the participant fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.
12. **PERSONAL DATA:** Any personally identifiable information collected during an entrant's participation in this Promotion will be collected and used by the Sponsor, its affiliates and agents for purposes of the proper administration and fulfillment of prize(s) in this Giveaway as described in these Official Rules, and in accordance with Sponsor's Privacy Policy.
13. **WINNERS LIST:** The name of the winner will be posted at www.Hawaii.Bellator.com on or about April 24, 2023.

Sponsor: Bellator Sport Worldwide LLC, 1575 N. Gower Street, Hollywood, CA 90028.

Bellator MMA is a registered trademark of Bellator Sport Worldwide LLC, a Paramount Company.