

## **Dunham's Jimmy Buffett Sweepstakes Official Contest Rules and Regulations**

- 1. TO ENTER: NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** All federal, state and local regulations apply. Void where prohibited by law. The contest runs on Monday, May 16, 2016 at 5:00 p.m., Eastern Standard Time, to Wednesday, June 8, 2016 at 11:59 p.m., Eastern Standard Time. To enter, entrants must fill out the entry form online at [www.nba.com/pistons/journey](http://www.nba.com/pistons/journey). One entry per person per email address. One winner per prize. All entries must be received by Palace Sports & Entertainment ("PS&E") no later than Wednesday, June 8, 2016 at 11:59 p.m., Eastern Standard Time, to be considered for entry. PS&E's computer is the official time keeping device for the Dunham's Jimmy Buffet Sweepstakes ("Sweepstakes"). Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, and/or registrations or any other methods will void that entrant's entries and that entrant may be disqualified. PS&E is not responsible for late, undelivered, misaddressed, ineligible, misdirected, illegible, incomplete, or incorrect entries. In the event of a dispute as to any registration or entry, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" of an email address, 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 winners may be required to show proof of being the authorized account holder. PS&E has sole discretion on determining ineligible entries. PS&E has sole discretion on determining ineligible entries. For a copy of the official rules, send a self-addressed stamped envelope to Dunham's Jimmy Buffett Sweepstakes, ATTN: Partnership Experience, 6 Championship Drive, Auburn Hills, MI 48326. PS&E reserves the right to cancel, suspend and/or modify the sweepstakes at any time.
- 2. CONDITIONS OF ENTRY:** By submitting an entry, entrants agree to the "Official Rules" of the Sweepstakes. Entrants may subscribe to receive the PS&E and Detroit Pistons' affinity and entertainment fan club e-newsletters, which is sent at least once per week with exclusive video, photo, upcoming events and special offers. E-newsletter subscription is not required for entry, and entrants may opt out of e-newsletters by following the instructions provided on each email communication, emailing [enews@palacenet.com](mailto:enews@palacenet.com), or sending a request by mail to Palace Sports & Entertainment, eMarketing Department, 6 Championship Drive, Auburn Hills, MI 48326.
- 3. DRAWING AND NOTIFICATION:** One potential winner will be randomly selected in a drawing from among all eligible entries. The odds of winning are dependent upon the number of eligible entries. Drawing will take place June 9, 2016 and shall be conducted by PS&E. Potential winner will be notified by phone and/or email on the drawing date. If the potential winner cannot be reached after a reasonable effort has been exerted, if he/she is found to be ineligible, or if he/she cannot or does not comply with these Official Rules, such potential winner will be disqualified and an alternate potential winner will be selected at sole discretion of PS&E from all remaining eligible entries, time permitting.
- 4. PRIZE DETAILS:** One winner will receive four tickets and a VIP parking pass for the Jimmy Buffett concert at DTE Energy Music Theatre in Clarkston, MI on Saturday, June 18, 2016. The location of the tickets shall be determined at PS&E's sole discretion. Approximate value of the prize is \$500.00. Prize is non-transferable. Limit one prize per person, no prize substitution or cash redemption allowed by winner. PS&E reserves the right to substitute prizes of equal or greater value as necessary. All taxes on prizes are the sole responsibility of winner.
- 5. ELIGIBILITY:** Sweepstakes open to legal residents of the United States who are 18 years or older. Employees of Palace Sports & Entertainment, the Detroit Pistons, the National Basketball Association ("NBA"), its member teams, NBA Properties, Inc., Dunham's Athleisure Corporation, and their respective subsidiaries, agents, affiliates, franchisees, licensees, advertising and promotion agencies, and immediate family members of such employees, are not eligible to win. All federal, state, and local laws apply.
- 6. RESTRICTIONS AND LIMITATIONS OF LIABILITY.** By participating, entrants agree (a) to abide by and be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding; (b) to the use of their names and/or likenesses, photograph, voice, opinions and/or hometown and state for advertising and publicity purposes in any media, worldwide, without additional compensation, unless prohibited by law; and (c) to

release Palace Sports & Entertainment, Detroit Pistons, NBA, its member teams, NBA Properties Inc., Dunham's Athleisure Corporation, and their respective parent companies, franchisees/licensees, affiliates, subsidiaries, agents, award supplier, and officers, directors, employees, agents, and representatives ("Released Parties") from any and against all liability in connection with any prize received in this Sweepstakes or from participating in this Sweepstakes or any prize-related activities including, but not limited to, personal injury, death, or damage to or loss of property, or receipt or use or misuse of any prize. Entrants waive the right to assert, as a cost of receiving prize, any and all costs of redemption. Any disputes relating to this sweepstakes shall be governed by the laws of the state of Michigan and venue for any such dispute shall be Oakland County, Michigan.

7. **GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
8. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) 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 the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
9. **DISPUTES.** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by, the appropriate State of Michigan Court located in Oakland County, Michigan (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Michigan.
10. **ENTRANT'S PERSONAL INFORMATION:** By participating in the sweepstakes, entrant agrees to the Sponsor's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at <http://www.palacenet.com/privacy-policy>.

**ADMINISTRATOR/SPONSOR:** Palace Sports & Entertainment, 6 Championship Drive, Auburn Hills, MI 48326