Stern Pinball's "Metallica Remastered" Pinball Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE DOES NOT IMPROVE YOUR CHANCES TO WIN.

- 1. <u>Eligibility:</u> The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, 18 years of age or older. Employees, officers and directors of Stern Pinball Inc. ("Sponsor"), Metallica HQ ("Metallica") and/or any of their respective parents, subsidiaries and affiliates (the "Sweepstakes Entities"), advertising, promotion, or production agencies (and their respective IRS dependents, immediate family members and individuals residing in their same household) are not eligible to participate. Void where prohibited by law. All applicable federal, state and local laws apply.
- 2. <u>Promotion Period</u>: The Sweepstakes begins 12:00:01 a.m. Central Time ("CT") on 04/19/2025, and ends 11:59:59 p.m. CT on 06/30/2025 ("Promotion Period").
- **3.** <u>How To Enter</u>: Entry is available by both of the following two methods during the Promotion Period:
 - a. Log-in to your account in the Stern Pinball "Insider ConnectedTM" Platform (the "App"), and you will automatically receive one entry into the Sweepstakes. If you have not yet downloaded or created an account in the App, doing so is free and available in the iOS App Store at https://apps.apple.com/us/app/stern-pinball-ic/id6449461651 or the Google Play Store at https://play.google.com/store/apps/details?id=com.stern.insiderconnected.android.
 - b. Fill out the form located at https://r2.sternpinball.com/metsweeps either to sign up for Stern Pinball's email list, or if you already were on that list prior to the start of the Promotion Period, to confirm your email address on that list.

Limit one (1) entry per person, per email address and per App account via each of the two methods listed above, for a total limit of two (2) entries per person, per email address and per App account. Multiple entrants are not permitted to share the same App account or email address. Any attempt by any person to obtain more than the allowed number of entries by using different or multiple email addresses, App accounts, identities, log-ins, automatic entry software, or any other method is prohibited and may result in disqualification. No copies, automated entries (including, but not limited to, entries made using any script, macro, or sweepstakes service), facsimiles, or mechanical reproductions will be accepted. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the e-mail account associated with (i) the App account used for the log-in, or (ii) the email address provided in connection with the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

4. Prize: One (1) prize is available: A "Metallica Remastered" PREMIUM Model pinball machine. Approximate retail value of prize (including shipping): \$10,199. Winner is

responsible for all costs and expenses not set forth herein, as well as any federal, state and/or local taxes imposed as a result of acceptance of prize. Prize is non-transferable and no substitution of any prize is offered, except at the sole discretion of the Sponsor who may provide a substitute of comparable value if the advertised prize becomes unavailable. Allow 4-6 weeks after prize claim validation for delivery of prize.

- **5.** Odds of winning depend on the number of eligible entries received during the Promotion Period.
- 6. Winner Selection/Notification: Winner will be selected in a random drawing from among all eligible entries on or about 07/03/2025. The potential winner will be notified promptly using the contact information available in their App account. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Failure to respond to any winner notification within 7 days may result in disqualification and selection of an alternate winner. Each winner may be required to execute a Declaration of Eligibility, a Liability Release, and a Publicity Release (where legal) ("Prize Claim Documents"). If a potential winner fails to comply with Sponsor's request for Prize Claim Documents, is found to be ineligible, or cannot or does not comply with these Official Rules, they may be disqualified, and prize may be awarded to an alternate winner. A potential winner who is disqualified for any reason will not be entitled to any form of compensation. If any eligible potential winner is a minor under the laws of his/her state of residence, at Sponsor's option, the applicable prize either may be awarded in the name of parent or legal guardian of winner, or parent or legal guardian of winner may be required to ratify and sign all required Prize Claim Documents.
- 7. Additional Rules: Acceptance of a prize constitutes winner's permission for Sponsor to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation except where prohibited by law. You (and if you are a minor, your parent or legal guardian) agree that the Sweepstakes Entities shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use or misuse of any prize.

Entry materials/data that have been tampered with or altered are void. No responsibility is assumed for: (i) lost, late, misdirected, damaged, garbled, incomplete or illegible entries, all of which are void; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, mobile device, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems; or (iii) any injury or damage to entrant's or any other person's mobile device or computer related to or resulting from participating in the Sweepstakes. The date and time of entry receipt shall be determined by the official clock on the website.

ANY ATTEMPT TO DELIBERATELY DAMAGE THE APP OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR

RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT OF THE LAW.

By participating, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the Sweepstakes judges, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules; and (ii) suspend, modify or terminate the Sweepstakes if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Sweepstakes. If the Sweepstakes is terminated before the end date, Sponsor will determine the winner from all eligible entries received as of the termination date.

Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

- 8. Release of Liability: By participating, you release and hold harmless Sponsor, Metallica HQ. and their respective parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, and all others associated with the development and execution of this Sweepstakes from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that these entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any prize except as expressly provided in these Official Rules. By participating, you agree that: (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (d) these Official Rules and all disputes shall be governed by the internal laws of Illinois without regard to principles of conflicts of laws, any disputes shall be resolved exclusively in the state or federal courts in Illinois, and you expressly consent to the jurisdiction of said courts and waive any objection thereto. For New Jersey Residents: Nothing herein prohibits recovery of damages or attorneys' fees where required by statute.
- **9. Privacy Policy:** By entering, you agree to Sponsor's manner of collection and usage of any personal information you submit, all of which is subject to Sponsor's privacy policy located at https://sternpinball.com/privacy-policy
- **10.** Winner List: For the name of the winner, available after 07/03/2025, send a self-addressed, stamped envelope to: Stern Pinball Metallica Remastered Sweepstakes, 1001 Busse Rd, Elk Grove Village, IL 60007 Attn: Legal Department. Requests must be received by 07/31/2025.

11. Sponsor: Stern Pinball, Inc., 1001 Busse Rd, Elk Grove Village, IL 60007.