

2023 BASE 2 SPACE STAIR CLIMB
OFFICIAL RULES

1. EVENT DESCRIPTION:

- a. **Event.** The Base 2 Space Stair Climb (the “**Event**”) is a charity event sponsored and hosted by Space Needle LLC (the “**Sponsor**”) that supports one or more selected charities in which eligible persons (each a “**Participant**” and collectively the “**Participants**”) will climb one of the two stairways at the Space Needle that lead from the base to the Observation Deck located 520 feet above ground.
- b. **Location.** The Event will occur at the Space Needle at Seattle Center, Seattle, Washington. The course starts at the base of the Space Needle and ends on the Observation Deck and consists of approximately 832 stairs and 90 flights.
- c. **When.** The Event will occur on Sunday, October 1, 2023 (the “**Event Date**”). Starting times will begin at approximately 7 am (Pacific) with the last starting time depending on the number of Participants, but will be no later than 7 pm (Pacific). Starting times will be assigned based on the number of Participants, the varying climbing speed of the Participants and other factors, in each case, as determined by the Sponsor, in the Sponsor’s sole discretion. Starting times will be emailed to you prior to the date of the Event. Starting times are subject to change by the Sponsor on or prior to the date of the Event.
- d. **What Not to Bring.** No backpacks, baby carriers, pets, selfie sticks, sharp objects, firearms, flammable materials, or hazardous chemicals or materials are allowed in the stairwells. There will be a bag check area for personal items. The Sponsor reserves the right to prohibit Participants from taking other items into the stairwells or other areas of the Space Needle.
- e. **What to Wear.** Athletic shoes and sports attire appropriate for the Event are required. Clothing may not display or contain content, images, artwork, or material that is political in nature, inappropriate, indecent, obscene, hateful, discriminatory, tortious, defamatory, slanderous, or libelous or otherwise inconsistent with the Sponsor’s reputation and must be suitable for audiences of all ages. Participants that are not appropriately dressed or otherwise violate these Official Rules, in the Sponsor’s sole discretion, may be disqualified and prohibited from participating in the Event.
- f. **Other Event Information.** Other important information and restrictions regarding the Event are available at the “**Official Website**” (www.Base2SpaceSeattle.com). Information on the Official Website are subject to change at any time without notice.

2. ENTRY REQUIREMENTS:

- a. **Entry Deadline.** The registration deadline for the Event is October 1, 2023 (the “**Entry Deadline**”), which may be extended by the Sponsor. The maximum number of Participants will depend upon space availability as determined by the Sponsor. The Event may completely fill up prior to the Entry Deadline. In the event the Sponsor

receives too many entries, as determined by the Sponsor, the Sponsor may deny any person or persons the right to participate in the Event (including persons who have submitted an Entry), in which case, the Sponsor shall return the registration fee and any Charitable Contributions raised by any such denied persons.

- b. Entry Form.** To participate in the Event, you must first register online at the “**Official Website**” (www.Base2SpaceSeattle.com). To register on the Official Website, you must complete and submit the Event registration form (“**Entry Form**”). The Entry Form includes required form fields, which you must complete. You (or your parent or legal guardian) will also be required to acknowledge that you are at least eight (8) years of age and have read and agreed to these Official Rules, the required Release, Waiver, Hold Harmless Agreement and Fundraising Commitment and the Space Needle LLC’s “**Privacy Statement**” (<http://www.spaceneedle.com/privacy>), which Privacy Statement applies to the Sponsor and the Event. If you fail to tender these acknowledgements, you cannot enter the Event and any Entry will be deemed void. The Entry Form may also include other optional (non-required) fields. Whether or not you complete any or all of the optional fields, and your responses in those fields, will have no effect on your ability to participate. Fields that are required will be marked as such on the Entry Form. Your completed Entry Form (“**Entry**,” or collectively with all other valid, completed Entry Forms from all Participants, the “**Entries**”) must be received by Sponsor prior to the Entry Deadline. All required information must be provided. Entries are void if defective, altered, forged, illegible or obtained outside authorized channels. Entries become the property of the Sponsor and will not be returned. Sponsor is not responsible or liable for incorrect or inaccurate transcription of Entries or for late, lost, stolen, incomplete, illegible, damaged, misdirected, or corrupted Entries, which will be disqualified, or for problems or errors of any kind, whether mechanical, human or electronic. Only a valid, completed Entry that is actually received by Sponsor and fully complies with these Official Rules is eligible to participate in the Event. Proof of submission of Entry is not and will not be deemed to be proof of receipt of Entry by Sponsor. Each Entry will be deemed made only by the authorized account holder of the email address provided in the Entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address.
- c. Minimum Age Requirement.** The Event is open only to persons who are at least eight (8) years of age (determined as of the date the Entry is submitted). Participants ten (10) and younger must be accompanied by a parent or legal guardian during their climb.
- d. Registration Fee.** If registered on or before by 11:59 pm on May 24, 2023, \$75 per Participant aged 18 years or older and \$50 per Participant aged 8 years old to 17 years old. If registered after 11:59 pm on May 24, 2023, \$89 per Participant aged 18 years or older and \$50 per Participant aged 8 years old to 17 years old. The registration fee is non-refundable and non-transferable even if the Participant does not or cannot participate in the Event for any reason, including disqualification or any illness or injury that may preclude participation in the Event. Only \$25 of the registration fee is tax deductible. The registration fee does not count toward the Participant’s Minimum Charitable Contribution.

- e. **T-Shirt and Medal Deadlines:** You must register by August 1, 2023, in order to reserve a finishers medal. You must register by September 1, 2023, in order to reserve a participant t-shirt.
- f. **Minimum Charitable Contributions.** As the purpose of the Event is to raise funds for one or more charities, each Entry requires a minimum charitable contribution of \$175 (the “**Minimum Charitable Contribution**”), which must be received at the time of Participant packet pick up on the Event Date. This is in addition to the registration fee. By registering for the Event, a Participant agrees to satisfy the Minimum Charitable Contribution by obtaining donations that are properly credited as supporting the Participant’s participation in the Event, but the Participant is personally responsible for the Minimum Charitable Contribution even if the Participant does not raise sufficient donations and even if the Participant does not or cannot participate in the Event for any reason, including disqualification or any illness or injury that may limit or preclude participation in the Event. If a Participant’s Minimum Charitable Contribution has not been paid in full by the time of Participant’s packet pick up at the Space Needle on the Event Date, the Space Needle Foundation or the Sponsor has the right to charge the outstanding balance of the Participant’s Minimum Charitable Contribution to the Participant’s credit card at any time on and after Participant’s packet pick up on the Event Date. Participant agrees to pay promptly any balance of their Minimum Charitable Contribution outstanding on the Event Date, at the time of Participant’s packet pick up using a valid and effective means of payment. Funds donated by a Participant or others at any time to satisfy a Participant’s Minimum Charitable Contribution are not refundable for any reason including cancellation of the Event due to natural disaster or other reasons beyond the control of the Sponsor, cancellation of the Participant’s participation in the Event, or a Participant’s inability to participate in the Event for any reason, including any illness or injury that may preclude the Participant’s participation in the Event. Donations made directly to an overall team (rather than directly to one or more individual team members) may be allocated to the individuals team members for purposes of satisfying each individual team member’s Minimum Charitable Contribution. Donations made directly to an individual team member may be allocated to another member on the same team for purposes of satisfying each individual team member’s Minimum Charitable Contribution. See Section 4 below for the rules and regulations governing allocating or transferring individual and/or team donations for purposes of Fundraising Awards.
- g. **Agreement to Official Rules and Decisions of Sponsor.** Each Participant fully and unconditionally accepts and agrees to comply with and abide by these Official Rules, Space Needle LLC’s general terms and conditions for all visitors to the Space Needle (as posted at the Space Needle) and the decisions of the Sponsor, which shall be final and binding with respect to all aspects of the Event.

3. **WHERE THE CHARITABLE CONTRIBUTIONS GO:**

- a. **Selection of Charity or Charities.** The Sponsor has selected Fred Hutchinson Cancer Center and the Space Needle Foundation as the recipients of the Charitable Contributions from the Event. The Sponsor has selected the Space Needle Foundation as the recipient of the registration fees from the Event. Provided, the Sponsor reserves the right, for good cause, in its discretion, to remove any previously selected charity (and/or replace and add

different charities) that will receive all or any portion of the Charitable Contributions from the Event. In the event the Sponsor elects to sponsor the Event (or any other charitable event) in the future, the Sponsor may select the same or different charities.

- b. **Allocation of Charitable Contributions.** In 2023, one hundred percent (100%) of the contributions raised by Participants and received by the Sponsor (the “**Charitable Contributions**”) will go directly to the Fred Hutchinson Cancer Center and the Space Needle Foundation, as allocated by the Sponsor, but the Fred Hutchinson Cancer Center shall receive no less than fifty percent (50%) of the Charitable Contributions. The Charitable Contributions do not include the registration fee.
- c. **Use of Charitable Contributions.** The Sponsor shall not be responsible in any manner for the use of the Charitable Contributions by the Fred Hutchinson Cancer Center or any other charity.
- d. **Tax Benefits.** Each Participant shall be solely responsible for determining the availability and applicability of any tax deductions or other benefits related to the Charitable Contributions and participation in the Event. The Sponsor makes no representations, warranties or assurances regarding the current or continued availability or applicability of any tax deductions or other benefits.

4. **FUNDRAISING AWARDS:**

- a. **Fundraising Awards – Greatest Number of Qualified Donors.**
 - i. For purposes of these Official Rules, a “**Qualified Donor**” means a donor (other than the Participant) that has donated a minimum of \$5 and whose donation was properly entered by the Participant on the Participant’s official fundraising web page for the Event, which official fundraising web page will be established by the Sponsor for the Participant at the time the Participant registered for the Event (a “**Event Fundraising Web Page**”). Each individual, company or organization shall be considered one Qualified Donor notwithstanding such individual, company or organization may have made more than one donation. Any donor or donation amount not properly entered by the Participant on the Participant’s Event Fundraising Web Page for any reason or cause whatsoever shall not be a Qualified Donor for any purposes under these Official Rules.
 - ii. The individual Participants who have the first through the tenth greatest number of separate Qualified Donors at 11:59 pm on May 24, 2023 (the “**Initial Fundraising Deadline**”), will each be eligible to accept an award in the order of priority and as more particularly described in this subsection (a). All fundraising awards awarded by Sponsor in connection with the Event in this subsection (a) shall be referred to herein as individually as a “**Initial Fundraising Award**” and collectively as the “**Initial Fundraising Awards.**”
 - iii. The individual Participant who has the greatest number of separate Qualified Donors at the Initial Fundraising Deadline, will be eligible to accept an award

consisting of two (2) tickets to the Taylor Swift concert to be held in Seattle, Washington, on July 22, 2023 (the “**Concert Tickets Award**”). The types of tickets and the location of the seats for the Concert Tickets Award will be determined by the Sponsor its sole discretion. The recipient of the Concert Tickets Award must be at least eighteen (18) years of age (determined as of the date the Entry is submitted). The recipient of the Concert Tickets Award must agree to any and all terms, conditions, rules, or restrictions imposed by the venue and those companies running or associated with the Taylor Swift concert (including any age restrictions). The Sponsor is not responsible or liable for any aspect, or the cancelation, of all or any portion of the Taylor Swift concert for any reason whatsoever as such event is hosted and run by third parties. The Concert Tickets Award has a face value of \$120 and are not exchangeable or redeemable for cash unless approved by the Sponsor in its sole discretion.

- iv. The individual Participant who has the second greatest number of separate Qualified Donors at the Initial Fundraising Deadline, will be eligible to accept an award consisting of a table for two at The Loupe Lounge located at the Space Needle, which experience includes one package per person at The Loupe Lounge, inclusive of the food, beverage, parking, admission, and gratuities described in each package (the “**The Loupe Lounge Award**”). The recipient of The Loupe Lounge Award (and any guest utilizing the award with the Participant) must be at least twenty-one (21) years of age (determined as of the date the Entry is submitted). The recipient of The Loupe Lounge Award must agree to any and all terms, conditions, rules, or restrictions imposed on all guests and customers of The Loupe Lounge (including any age restrictions). The Loupe Lounge Award is valid from October 2, 2023, to April 21, 2024. The Loupe Lounge Award has a face value of \$500 and is not exchangeable or redeemable for cash unless approved by the Sponsor in its sole discretion.
- v. The individual Participant who has the third greatest number of separate Qualified Donors at the Initial Fundraising Deadline, will be eligible to accept an award consisting of four (4) tickets to the Space Needle and a One Hundred Dollar (\$100) gift certificate to the Space Needle (the “**First Space Needle Award**”). The recipient of the First Space Needle Award must be at least eighteen (18) years of age (determined as of the date the Entry is submitted). The recipient of the First Space Needle Award must agree to any and all terms, conditions, rules, or restrictions imposed on all guests and customers of the Space Needle (including any age restrictions). The Space Needle tickets are valid from October 2, 2023, to April 21, 2024. The First Space Needle Award has a face value of \$440 and is not exchangeable or redeemable for cash unless approved by the Sponsor in its sole discretion.
- vi. The individual Participants who have the fourth through the tenth greatest number of separate Qualified Donors at the Initial Fundraising Deadline, will each be eligible to accept an award consisting of two (2) tickets to the Space Needle (the “**Second Space Needle Award**”). The recipient of the Second Space Needle Award must agree to any and all terms, conditions, rules, or restrictions

imposed on all guests and customers of the Space Needle (including any age restrictions). The Space Needle tickets are valid from October 2, 2023, to April 21, 2024. The Second Space Needle Award has a face value of \$70 and is not exchangeable or redeemable for cash unless approved by the Sponsor in its sole discretion.

- vii.** Satisfaction of the fundraising requirements for the Initial Fundraising Awards will be determined by the Sponsor, in its sole discretion. Any donors or donations entered on a Participant’s Event Fundraising Web Page after the Initial Fundraising Deadline for any reason shall not be counted towards satisfaction of the fundraising requirements for the Initial Fundraising Awards. For purposes of determining winners for the Initial Fundraising Awards, the following shall apply: (a) donations made directly to an individual Participant may not be transferred to another Participant and (b) donations made directly to an overall team (rather than directly to one or more individual team members) shall not be counted towards satisfaction of the fundraising requirements for the Initial Fundraising Awards.
- viii.** In the event there is a tie among two or more Participants for an Initial Fundraising Award, each of the tying Participants will be ranked based on a random drawing conducted by the Sponsor with the Participant’s name that is drawn before the other tying Participants being ranked ahead of the other tying Participants. The Participants need not and may not be present at the drawing to be chosen for an Initial Fundraising Award. The odds of receiving an Initial Fundraising Award as the result of a random drawing depends on the number of eligible tying Participants in the drawing.
- ix.** In the event a Participant is disqualified from receiving an Initial Fundraising Award solely based on the age of the Participant, (a) the ranking of such disqualified Participant for the Initial Fundraising Awards will be adjusted such that such disqualified Participant will receive the next lower priority Initial Fundraising Award that such disqualified Participant is not disqualified to receive and (b) the ranking of the other Participants for the Initial Fundraising Awards shall be adjusted accordingly. For example, if a Participant is disqualified from receiving the Loupe Lounge Award solely based on the age of the Participant, then (i) such disqualified Participant will instead receive the First Space Needle Award assuming such Participant is not disqualified from receiving the First Space Needle Award and (ii) the Participant that would have received the First Space Needle Award will receive The Loupe Lounge Award assuming such Participant is not disqualified from receiving The Loupe Lounge Award.

b. Fundraising Awards – Greatest Amount of Donations.

- i.** The top ten (10) overall individual fundraising Participants, and two (2) additional individual Participants who have satisfied their Minimum Charitable Contribution as randomly selected by the Sponsor, will be eligible to accept an award consisting of a walk around the Space Needle’s sloped roof or a climb up

the Space Needle's spire (the "**Spire Climb Award**") at such dates and times as the Sponsor may designate. Each recipient of the Spire Climb Award must be at least eighteen (18) years of age (determined as of the date the Entry is submitted). Each recipient of a Spire Climb Award must agree to any and all terms, conditions, rules, or restrictions imposed on all guests and customers of the Space Needle. Recipients of the Spire Climb Award must use the Spire Climb Award (on the date(s) or time(s) scheduled by the Sponsor) within 10 months after the award is received. The Spire Climb Awards have no cash or retail value and are not exchangeable or redeemable for cash.

- ii. Satisfaction of the fundraising requirements for Spire Climb Awards will be determined by the Sponsor, in its sole discretion, based on the amount of such individual's or team's fundraising funds actually received by the Sponsor by 11:59 pm on October 31, 2023 (the "**Second Fundraising Deadline**"). Any donations or funds received after the Second Fundraising Deadline for any reason shall not be counted towards satisfaction of the fundraising requirements for Spire Climb Awards. For purposes of determining winners for Spire Climb Awards, the following shall apply: (a) donations made directly to an individual Participant may not be transferred to another Participant or team, (b) donations made directly to an overall team (rather than directly to one or more individual team members) shall be evenly allocated to all of the individual Participants of such team, and (c) the amount of donations made directly to an individual Participant shall be the aggregate of the donations made directly to such Participant (if any) and any amounts evenly allocated to such Participant from donations made directly to such Participant's team (if any).

- iii. With respect to Participants who have satisfied the applicable Fundraising Award requirements and are randomly selected by the Sponsor to receive a Spire Climb Award (collectively, the "**Randomly Selected Spire Climb Award Recipients**"): (1) the Randomly Selected Spire Climb Award Recipients will be selected from those Participants who have satisfied the applicable Fundraising Award requirements for the Spire Climb Awards (and who are not otherwise receiving a Fundraising Award) by random drawings conducted by the Sponsor that will occur within three (3) months of the Second Fundraising Deadline, (2) Participants need not and may not be present at the drawing to be chosen for a Spire Climb Award, (3) the Randomly Selected Spire Climb Award Recipients must be legal residents of the fifty (50) States within the United States and the District of Columbia ("**U.S.**") who are at least eighteen (18) years of age (or the age of majority in their state of residence, whichever is older) as of date of their Entry in the Event, (4) persons in any of the following categories are NOT eligible to participate in the drawing or receive a Spire Climb Award as a Randomly Selected Spire Climb Award Recipient: (a) any person who, on or after January 1, 2023, was or is a director, officer, beneficial owner, employee, agent, or independent contractor of the Sponsor, any of the benefitted charities, or their respective parent companies, subsidiaries, affiliated companies, vendors, suppliers, advertising and promotion agencies, service agencies, or any entities retained by the Sponsor or any benefitted charity for the administration of the

Event; and (b) persons who are immediate family members (defined as spouse, domestic partner, IRS dependent, or biological, adoptive, or mother, father, sister, brother, daughter, or son) of, or who reside in the same household as, any person in any of the preceding categories, (5) each eligible Participant who has satisfied their Minimum Charitable Contribution will have only one entry in the drawing, and (6) odds of receiving a Spire Climb Award as a Randomly Selected Spire Climb Award Recipient depends on the number of eligible Participants in the drawing.

- iv.** In the event a Participant is disqualified from receiving a Spire Climb Award solely based on the age of the Participant, such Participant will be eligible to accept an award consisting of four (4) tickets to the Space Needle (the “**Alternate Spire Climb Award**”). A recipient of an Alternate Spire Climb Award must agree to any and all terms, conditions, rules, or restrictions imposed on all guests and customers of the Space Needle (including any age restrictions). The Space Needle tickets are valid from October 2, 2023, to April 21, 2024. The Alternate Spire Climb Award has a face value of \$140 and is not exchangeable or redeemable for cash unless approved by the Sponsor in its sole discretion.
- c. Qualifications.** All fundraising awards awarded by Sponsor in connection with the Event shall be referred to herein as individually as a “**Fundraising Award**” and collectively as the “**Fundraising Awards.**” Receiving a Fundraising Award requires that the potential award recipient be eligible and remain in compliance with these Official Rules. Until such eligibility and compliance is verified, as determined by Sponsor, the Participant is, and will remain, a potential award recipient only.
- d. Notification.** All potential Fundraising Award recipients will be notified by email within thirty (30) days of the applicable Fundraising Deadline. The Sponsor reserves the right, at its sole discretion and without any obligation, to attempt to contact potential award recipients by telephone and/or postal mail. The Sponsor is not responsible if a potential award recipient does not receive email notification or a Fundraising Award because an erroneous, fraudulent, or bogus email address was provided on the Entry, because the email is intercepted by SPAM or other email filters, or because the email is delayed, misdirected or not received for any other reason. The Sponsor is not responsible if a potential Fundraising Award recipient does not receive telephone or postal mail notification, if actually provided by the Sponsor, regardless of the reason the notification is not received. The Sponsor may announce the names of the recipients of the Fundraising Awards via its Facebook page or other means, including any websites or social media platforms maintained by or connected with the Sponsor.
- e. Response to Notification.** Once the Sponsor has sent notification to a potential Fundraising Award recipient of his/her status as a potential award recipient, the potential award recipients must submit all documents required by the Sponsor (collectively, the “**Award Claim Documents**”) within ten (10) calendar days of the first notification attempt by the Sponsor regardless of whether or when the notification is actually received. Award Claim Documents may include, but are not limited to, a Declaration or Affidavit of Eligibility (as determined by the Sponsor), Release of Liability, a Publicity

Release (where lawful), an Assignment of Rights agreement, a photocopy of identity documents, a Federal form W-9 for tax filing purposes, a contract or other agreement as required by the Sponsor, and other documents as may be determined by Sponsor. Proof of mailing or submitting the Award Claim Documents of any kind or nature does not constitute proof of delivery or receipt. Award Claim Documents submitted become the sole property of Sponsor and will not be returned. The Sponsor shall not be responsible to correspond with Participants. Award Claim Documents may be provided by the Sponsor in either paper or electronic form and the Sponsor may require potential award recipients to return the documents in either paper or electronic form at the Sponsor's sole discretion. Failure of the potential award recipients to fully complete or furnish to the Sponsor any of the required Award Claim Documents or in the medium proscribed by the Sponsor may be deemed forfeiture of the Fundraising Award.

- f. Potential Award Verification.** Upon receipt of the completed Award Claim Documents, the Sponsor will begin the verification process. If the Sponsor so elects, a potential Award recipient may be required to submit to, and by participating in the Event agrees to fully cooperate in, a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for the Event will not bring the Sponsor into public disrepute, contempt, scandal or ridicule, or reflect unfavorably on the Event or the Sponsor as determined by the Sponsor in its sole discretion. If an Award recipient makes any false statement in any document related to the Event, the recipient may be disqualified.
- g. Forfeiture:** Under any of the following circumstances, a Fundraising Award recipient determination may be forfeited, at the Sponsor's sole discretion: (a) the potential Fundraising Award recipient is unable or unwilling or declines for any reason to utilize the Fundraising Award on the applicable date or dates specified in these Official Rules; (b) required documents, including Award Claim Documents, are not fully completed, executed, and returned to the Sponsor in a timely manner, as determined in the Sponsor's sole discretion; (c) any notification or other communication to the potential Fundraising Award recipient is returned as undeliverable; (d) the Sponsor is unsuccessful in establishing communications with the potential Fundraising Award recipient within ten (10) calendar days of first notification attempt; (e) the potential Fundraising Award recipient does not fully comply with these Official Rules; (f), the receipt of the Fundraising Award by the recipient would violate any applicable federal, state or local laws and regulations; (g) with respect to Spire Climb Awards, any donations (including matching donations) previously counted in selecting the Spire Climb Award recipient are not received within ninety (90) days after the Second Fundraising Deadline for any reason; or (h) any other condition, event, or occurrence specified in these Official Rules as grounds for forfeiture. If the Sponsor decides that a Fundraising Award is forfeited, that potential Fundraising Award recipient will forfeit the opportunity to claim the Fundraising Award. Upon forfeiture, no compensation, cash alternative or substitute award will be given to the Fundraising Award recipient. If an initial Fundraising Award recipient determination is forfeited, the Sponsor reserves the right, in its sole discretion, to not award such forfeited Fundraising Award to a different Participant.
- h. Not a Contest, Sweepstakes, Lottery, Raffle, or Prize.** Because eligibility for a Fundraising Award is based entirely on the charity fundraising efforts and success of the

Participants, the Event is not a contest, sweepstakes, lottery, or raffle. The Fundraising Awards are not prizes, may not be won, are not available for purchase, and are not transferable.

i. General Terms and Restrictions:

- i.** Certain other terms and restrictions may apply to the Fundraising Awards as determined by the Sponsor in its sole discretion and may be provided to the applicable Fundraising Award recipient at any time prior to the award and use of the Fundraising Award.
- ii.** Each recipient of a Fundraising Award will be solely responsible for transportation to and from the event/venue.
- iii.** The Sponsor reserves the right, on such additional terms and conditions as are determined, by the Sponsor, to provide additional individual and/or team fundraising awards and/or select additional fundraising award recipients for any funding awards in its sole discretion.
- iv.** Notwithstanding anything herein to the contrary, at the election of Sponsor, in its sole discretion, once an individual Participant has been selected as a potential individual or team Fundraising Award recipient, he or she will be ineligible for any other Fundraising Award even if such individual Participant has registered more than once for the Event and/or has more than one Event Fundraising Web Page.
- v.** Fundraising Awards must be used at or during the time indicated in these Official Rules and any Fundraising Awards' terms and conditions.
- vi.** Scheduled dates for use of the Fundraising Awards are subject to change by the Sponsor at any time without notice, including, without limitation, due to inclement weather or special events. The Sponsor will not be liable for any missed opportunities or expenses incurred as a consequence of a change, cancellation and/or delay of the scheduled dates for use of the Fundraising Awards.
- vii.** The Sponsor in its sole discretion may elect to provide a substitute award in the event a Fundraising Award cannot be awarded as described.
- viii.** Fundraising Awards may not be substituted, exchanged, sold, encumbered, transferred, assigned, or redeemed for cash or other goods or services by any Fundraising Awards recipient.
- ix.** Whenever the Sponsor is authorized to make a decision under these Official Rules, such decisions may be exercised in Sponsor's exclusive and sole discretion. In the event of any conflict in the Official Rules, or ambiguity, the Sponsor reserves the right clarify or amend the Official Rules and to make a final

determination resolving any conflict or ambiguity.

- x.** Unless otherwise indicated, each Fundraising Award will be delivered only to an address in the U.S. provided by the Participant in Award Claim Documents.
- xi.** All taxes (including, without limitation, federal, state, and/or local income or sales taxes) payable on or in connection with any Fundraising Award, and the reporting consequences thereof, are solely the responsibility of respective Fundraising Award recipients. If award recipient is a VA resident, he/she will not be responsible for sales tax on any award. Upon request, Fundraising Award recipients will be required to provide the Sponsor with his/her Social Security number and state tax IDs for tax reporting purposes. Sponsor may file an IRS Form 1099 or other applicable forms with the Internal Revenue Service for the fair market value of award(s). If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due.
- xii.** Any difference between the approximate retail value and the actual value of any Fundraising Award will not be awarded or paid;
- xiii.** The Fundraising Awards do not include air travel, ground or other transportation, parking, meals, beverages, accommodations, or any other services, costs or expenses, all of which are the sole responsibility of the Fundraising Award recipients. To the maximum extent permitted by law, all costs, fees, and expenses not expressly stated in the award description that arise out of or relate to the claiming, awarding, receipt, acceptance, possession and use of the award, including but not limited to, meals, beverages, alcohol, taxes, and gratuities, are the sole responsibility of the award recipient.
- xiv.** No insurance is provided as part of the Fundraising Awards. Obtaining any insurance, such as, but not limited to, travel insurance, health, accident or medical insurance, and property loss or damage insurance is the sole responsibility of the Fundraising Awards recipient.
- xv.** Each Fundraising Awards recipient agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Award-related activity. Fundraising Awards recipients understand and agree that the Sponsor has the right, in its sole discretion, to disqualify and remove an Fundraising Awards recipient at any time, without compensation or further obligation, if that recipient's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of the Sponsor, or otherwise violates the policies of the Sponsor. The Fundraising Awards recipient is solely responsible for its behavior and the behavior of its guest(s).
- xvi.** Any manufacturers and/or suppliers from whom Sponsor has obtained any Fundraising Awards or merchandise given to Participants have not endorsed,

sponsored, approved, or otherwise lent their name to the Event, unless otherwise expressly indicated.

5. **GENERAL RELEASE & CONDITIONS OF PARTICIPATION:** The contents of this provision include a Waiver and Release of Liability. You are advised to read it carefully and consider it when deciding whether or not to participate in the Event.
- a. **WAIVER AND RELEASE OF LIABILITY. BY PARTICIPATING IN THE EVENT, EACH PARTICIPANT HEREBY AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS SPONSOR, THE SPACE NEEDLE FOUNDATION, ALL BENEFITED CHARITIES, AND EACH OF THEIR AFFILIATES, AND EACH OF THE FOREGOING PARTIES' RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS, DIRECTORS, OFFICERS, MANAGERS, TRUSTEES, AGENTS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, REPUTATIONAL DAMAGE, PERSONAL INJURY, BODILY INJURY, AND/OR DEATH (WHETHER DUE TO NEGLIGENCE OR OTHERWISE) DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO PARTICIPATION IN THE EVENT OR ANY EVENT-RELATED AND/OR TRAVEL-RELATED ACTIVITY, OR PARTICIPATION IN ANY AWARD-RELATED ACTIVITIES.**
 - b. **DISCLAIMER OF WARRANTIES: BY PARTICIPATING IN THE EVENT, EACH PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER THE SPONSOR NOR ITS PARENT ENTITY AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, HAS MADE NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR (AND IN FACT, HEREBY DISCLAIMS) ANY AND ALL WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY FUNDRAISING AWARD INCLUDING, BUT NOT LIMITED TO, ITS QUALITY, SUITABILITY OR AVAILABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL FUNDRAISING AWARD ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.**
 - c. **Assumption of Risk.** Participants assume all risk of loss, damage, destruction, delay and misdirection of Award Claim Documents or any other forms or communication relevant to the Event and/or the Fundraising Awards.
 - d. **Publicity.** Except where prohibited by law, submission of Award Claim Documents constitutes permission, but not an obligation, for the Sponsor to use Participants' and potential Fundraising

Award recipient's name, voice, image (whether still or moving), hometown, likeness, other personally identifiable information (including city and state of residence), and any statements made by or attributed to such recipient in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe for advertising, commercial and promotional purposes in connection with the Event and other promotions without further compensation, and releases the Sponsor and the other Released Parties from any liability with respect thereto. Except where prohibited by law, the Sponsor may, in its sole discretion, require potential Award recipients to sign an agreement to this effect as a condition of receiving the Fundraising Award, and it may disqualify any recipient or deem any Fundraising Award forfeited for failure to do so.

- e. **Disclaimer of Responsibility.** Sponsor, its parent companies, subsidiaries, affiliates, franchisees, local advertising cooperatives, advertising/promotion agencies, and all of their respective shareholders, directors, officers, employees, representatives, and agents, and the other Released Parties, are not responsible or liable for: (a) incomplete, illegible, misdirected, late, lost, damaged, stolen, or postage-due submissions of Entry, Award Claim Documents or other Event materials; (b) any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or website, or any other error or malfunction, or any injury or damage to Participant's or any other person's computer related to or resulting from participation in this Event; (c) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet or Wireless Service Providers, websites, or other connection, availability or accessibility problems arising in connection with or over the course of the Event; (d) miscommunications, failed, jumbled, scrambled, delayed, dropped, interrupted, lost, non-delivered or misdirected computer, telephone, text message, email or cable transmissions or hardware or software or program or programming malfunctions, failures or difficulties; (e) any other errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention; (f) any incorrect or inaccurate information, whether caused by the Official Website users, tampering, hacking, or by any equipment or programming associated with, or utilized in, the Event; or (g) the incorrect or inaccurate capture of information, or the failure to capture or loss of any information.
- f. **Other.** Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Event is not capable of being executed as planned (in whole or in part) or any event or cause occurs which, in the opinion of the Sponsor, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Event, then the Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Participant and/or to cancel, terminate, modify or suspend the Event. In the event of any cancellation, termination or suspension, notice thereof will be posted on the Official Website and Sponsor reserves the right to determine, in its sole discretion, a procedure (if any) for awarding any unawarded Fundraising Awards.

6. **DISPUTES, ARBITRATION:** By participating in the Event, each Participant agrees that:

- a. Any claim, dispute, or controversy (whether in contract, tort, or otherwise) that Participant may have against Sponsor, its subsidiaries, parents, affiliates, officers, directors and/or employees or any of the other Released Parties arising out of, relating to,

or connected in any way with the Event, the awarding or redemption of Awards, or the scope, enforceability, or applicability of this agreement to arbitrate (“**Dispute**”) will be resolved exclusively by final and binding arbitration administered by the American Arbitration Association (“**AAA**”);

- b.** All arbitrations will be conducted in English at Seattle, Washington before a sole neutral arbitrator pursuant to the applicable Rules and Procedures established by AAA (“**Rules and Procedures**”), to the extent they do not conflict with these Official Rules;
- c.** This arbitration agreement is made pursuant to a transaction involving interstate commerce and is governed by the Federal Arbitration Act (“**FAA**”);
- d.** The arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Participant may have entered into in connection with Event;
- e.** The arbitrator shall apply Washington law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law;
- f.** The Dispute may not be arbitrated on a class or representative basis; arbitration may only be exercised to decide Participant’s and/or Sponsor’s individual claims or counter-claims; and to the fullest extent permitted by law, no arbitration shall be joined to an arbitration involving any other party, whether through class arbitration proceedings or otherwise;
- g.** The arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive, exemplary, treble, or other enhanced damages; however, these limitations on remedies may be deemed inoperative to the extent necessary to preserve the enforceability of the agreement to arbitrate;
- h.** In the event that the administrative fees and deposits that must be paid to initiate arbitration against the Sponsor or any of the other Released Parties exceed \$125 USD for claims less than \$10,000, or \$375 for claims greater than \$10,000 but less than \$75,000, and the Participant is unable (or not required under the applicable Rules and Procedures) to pay any fees and deposits that exceed this amount, Sponsor (or the other Released Parties, as applicable) agrees to pay them and/or forward them on the Participant’s behalf, subject to ultimate allocation by the arbitrator; additionally if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Sponsor (or the other Released Parties, as applicable) will pay as much of the Participant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive;
- i.** Each party shall bear its own expenses, including but not limited to expert witness and attorneys’ fees;
- j.** Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction; and
- k.** With the exception of subpart (f) above, if any portion of this Rule is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein; if, however, subpart (f) is found to be invalid, unenforceable or illegal, then the entirety of this Rule shall be null and void, neither Sponsor (and the other Released Parties, as applicable) nor Participant shall be entitled to arbitrate their dispute, and in any action or judicial proceeding, each party hereby waives any right it may have to trial by jury.

7. **MISCELLANEOUS:**

- a. **Internet Access, Email Account, Fees.** By entering this contest, Participant hereby expressly acknowledges and understands that internet access is required to participate. Participants must submit their Entry using the Official Website, and Participants must have a valid, working email address at which to receive notifications from the Sponsor concerning their status as a potential Fundraising Award recipient. Internet access may also be required for other purposes to facilitate or conduct the Event, as the Sponsor may from time to time determine in its sole discretion. Participants who do not have internet access are encouraged to seek public forums of internet access, including public libraries. Participants who do not have a valid, working email address are encouraged to sign up for free email services from any of a number of providers. In no event will the Sponsor be liable or responsible for any fees, charges, taxes, or costs of any other kind associated with or arising from any Participant’s efforts to secure internet access or an email address, whether solely to participate in this Event or otherwise.
- b. **Force Majeure and Errors.** The Sponsor reserves the right, without prior notice and at any time, to terminate the Event, in whole or in part, or modify, suspend or extend the Event in any way if it determines, in its sole discretion, that the Event is impaired. In the event the Sponsor is prevented from continuing with the Event as contemplated herein or by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each a “**Force Majeure**” event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Event.
- c. **Invalidity, Headings, Rule Modification.** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of the Sponsor.
- d. **Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any parties in connection with the Event and any Fundraising Awards shall be governed by and construed in accordance with the internal laws of the State of Washington including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s or jurisdiction’s laws.
- e. **Venue, Attorneys’ Fees.** Any and all court actions and proceedings arising out of,

relating to, or connected in any way with the Event and any Fundraising Awards shall be subject to the exclusive jurisdiction and venue of the federal and state courts in King County, Washington. Each party to the action or proceeding shall bear its own attorneys' fees, expenses (including without limitation expert witness fees) and costs.

- f. Language Discrepancy.** In the event there is a discrepancy or inconsistency between disclosures or other statements contained in or displayed on any Event materials, the Official Website, and/or Award Claim Documents and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
- g. Personal Information, Privacy.** Except as otherwise expressly provided in these Official Rules, information collected from Participants is subject to the Space Needle LLC's "**Privacy Statement**" (<http://www.spaceneedle.com/privacy>). By participating in the Event, entrants hereby agree to the collection and usage of their personal information by the Space Needle LLC, the Space Needle Foundation, Fred Hutchinson Cancer Center, and the Seattle Foundation and acknowledge that they have read and accepted the Sponsor's Privacy Statement.
- 8. OFFICIAL RULES:** These Official Rules are posted online at the Official Website (www.Base2SpaceSeattle.com). To receive a copy of the Official Rules, mail a self-addressed, stamped envelope to Space Needle Marketing, 1050 West Ewing Street, Seattle, Washington 98119. All requests must be received before October 1, 2023.
- 9. SPONSOR:** The Event is sponsored and hosted by Space Needle LLC. Correspondence may be directed to marketing@spaceneedle.com.
- 10. PHOTOGRAPHY, TELEVISION & VIDEOGRAPHY RELEASE:** Participants acknowledge that the Event is being videotaped and photographed on behalf of the Sponsor. By participating in the Event, participants grant the irrevocable, worldwide, and perpetual right and permission to use their image, likeness and sound of their voice as recorded on audio or video tape and in photographs taken at the Event (collectively the "**Recordings**") for such purposes deemed appropriate by the Sponsor at their absolute and unfettered discretion including, without limitation, in news clips, public service announcements, television broadcasts, video productions, promotional material, and via the Internet. Additionally, Participants waive any right to royalties or other compensation arising out of, or related to the use of the Recordings, and agree that the Recordings, and any reproductions thereof, shall remain the property of the Sponsor. Participants agree to be identified by name in printed, Internet or broadcast information that may accompany the Recordings, and agree to release, indemnify, hold harmless, and forever discharge the Sponsor, and their respective directors, employees, agents, and assigns from any and all claims, demands, damages and liabilities arising out of or in connection with the use or distribution of said Recordings, including, but not limited to, any claims for invasion of privacy, appropriation of likeness, or defamation.

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