

## CELEBRATING 60 CONTEST OFFICIAL RULES

The Celebrating 60 Contest (the “Contest”) begins on **April 11, 2022**, at **9:00 AM** Pacific Standard Time (“PST”) and ends on **April 17, 2022**, at **11:59 PM** PST (the “Contest Entry Period”). The Contest is sponsored by Space Needle LLC (the “Sponsor”). Upon the terms and conditions set forth in these Official Rules and such other terms and conditions determined by the Sponsor in its sole discretion, the primary purpose of the Contest is to provide five (5) Grand Prize Winners from the state of Washington with an opportunity to paint a portion of the roof of the Space Needle at 400 Broad St, Seattle, WA 98109 (the “Space Needle”) on April 20, or 21, 2022 (the “Event Date”), and to receive certain related prizes as determined by the Sponsor in its sole discretion.

**1. ELIGIBILITY:** The Contest is open to all people who are both legal residents of the State of Washington and who are **twenty-one (21) years old or older** on the Event Date, except any employees, officers, directors, agents and representatives of the Sponsor, its respective parent, subsidiaries, or related and affiliated companies, its advertising and promotion agencies, suppliers, distributors, and members of the employee’s immediate family and those living in the same household of each are not eligible to enter. The Winner (as defined below) of the Contest will be required to disclose their legal names, addresses, telephone numbers, dates of birth, and Social Security Numbers. Each potential Winner must remain eligible at all times relevant to the Contest and until such eligibility and compliance is verified, as determined by the Sponsor, each potential Winner will remain a potential Winner only.

**2. NO PURCHASE NECESSARY. HOW TO ENTER:** No purchase is required for eligibility in the Contest nor will it increase odds of winning. During the Contest Entry Period, contestants should go to <https://www.spaceneedle.com/60> and follow the instructions on that website to submit an entry into the Contest (each, an “Entry”). One Entry is permitted per person. A contestant’s Entry must include a short essay written in English (not exceeding 500 words) on their favorite memory at the Space Needle. By submitting an Entry, in addition to any other information required in the instructions on that website, each contestant certifies that they (i) are (or will be) eighteen (18) years of age or older on the Event Date, (ii) are a permanent resident of the state of Washington who will not need to travel from outside of the state of Washington to attend the roof painting, (iii) have not been exposed to or in contact with any person who has experienced symptoms consistent with, or received a positive diagnosis of, SARS-CoV-2 (“COVID-19”) at any time within five days of the Event Date (and has not himself, herself or itself experienced such symptoms or received such diagnosis at any time within five days of the Event Date), (iv) agree to abide by these Official Rules and any other reasonable rules and requests from the Sponsor, and (v) agree to sign such additional liability and other waivers as requested by the Sponsor in its sole discretion. Any Entry received after April 17, 2022, at 11:59 PM PST will not be eligible for the Contest.

**3. PRIZE:** There will be five (5) grand prize winners (each, a “Grand Prize Winner”). Each Grand Prize Winner shall receive the following: (a) an opportunity to paint a portion of the roof of the Space Needle on Wednesday, April 20, 2022, or Thursday, April 21, 2022, at a time selected

by the Sponsor, with the exact date and times being determined by the Sponsor in its sole discretion (the “Grand Prize Event”), which event may, in the Sponsor’s sole discretion, be livestreamed (or later broadcast from time to time) for viewing by the general public on the internet through social media or other platforms to be determined by the Sponsor in its sole discretion; provided, the Sponsor shall not be liable or responsible in any manner for the inability to, and any interruption of, or poor quality of, any livestream or broadcast of all or any part of the event for any reason whatsoever, including, without limitation, any internet, equipment or other failures of any kind or nature; and (b) photos to be taken of the event (of such type, number, size, and quality as determined by the Sponsor in its sole discretion) by a photographer selected by the Sponsor in its sole discretion, which photos may be sent to each Grand Prize Winner in a format and at a date to be determined by the Sponsor in its sole discretion. Fifteen (15) additional winners (each, a “Film Festival Winner”) will be selected by random drawing to win a pair of tickets to the Seattle International Film Festival. The film festival tickets are valid from April 22-24, 2022. The Sponsor is not responsible or liable for any aspect, or the cancellation, of all or any portion of the Seattle International Film Festival for any reason whatsoever as such event is hosted and run by third parties. Two (2) winners (each, a “Loupe Lounge VIP Package Winner”) will also be selected by random drawing to win a VIP package for two to dine at The Loupe Lounge, located on the 500-foot level of the Space Needle. Another twenty-eight (28) winners (each, a “Space Needle Ticket Winner”) will also be selected by random drawing to win a pair of tickets to the Space Needle, and another ten (10) winners (each, a “Chihuly Ticket Winner”) will be selected by random drawing to win a pair of tickets to Chihuly Garden and Glass. The Loupe Lounge packages, Space Needle tickets and Chihuly tickets are valid from April 21, 2022, to December 30, 2022. The Loupe Lounge packages will be delivered electronically to Winner at the email address provided by the Winner; provided the Sponsor reserves the right to deliver packages to a Winner by any other method at its sole discretion. All ticket prizes will be mailed to Winner at the mailing address provided by the Winner; provided the Sponsor reserves the right to deliver tickets to a Winner electronically or by any other method at its sole discretion. The Grand Prize Winners, Loupe Lounge Winners, Film Festival Winners, Space Needle Ticket Winners, and Chihuly Ticket Winners are each referred to herein as a “Winner” and collectively as the “Winners.” The prizes to be awarded to each Winner have the following values and are not exchangeable or redeemable for cash unless approved by the Sponsor in its sole discretion:

<b>PRIZE</b>	<b>APPROX. RETAIL VALUE (ARV)</b>
Painting the Space Needle Roof	NONE**
1 VIP package for two at The Loupe Lounge	\$500
2 tickets for Seattle International Film Festival	\$30
2 tickets for the Space Needle	\$70
2 tickets for the Chihuly Garden and Glass	\$64

\*\* Because painting the roof of the Space Needle is not available for purchase and may not be transferred or assigned, it has no retail value.

Each Winner will be solely responsible for transportation to and from the event/venue. The Sponsor will announce the name of the Winners on or about Monday, April 18, 2022, via its Facebook page or other means, including any websites or social media platforms maintained by or connected with the Sponsor. The exact time and each and every element of the event and the Contest shall be solely determined by the Sponsor in its sole discretion.

**4. DETERMINATION OF WINNERS:** A panel of between two (2) and five (5) persons, selected by the Sponsor in its sole discretion, will choose, in the panel's sole discretion, each of the five (5) Grand Prize Winners of the Contest. The decision of the Sponsor representatives will be final and binding. The panelists will consider, in their sole discretion, the essays submitted by the contestants for the Grand Prize, in determining the Grand Prize Winners. The Grand Prize Winners will be selected from among all eligible Entries received. All Winners (other than the Grand Prize Winners) will be selected by random drawing. All random drawings will be conducted on or about Monday, April 18, 2022, by picking entries by hand or by computer from all eligible Entries received during the Contest Entry Period (other than Entries previously selected as the potential Winner for any prize). Once a contestant has been selected as the potential Winner of any prize in the Contest, he, she, it, or they become ineligible to win any other prizes in the Contest. The process of determining the Winners will be conducted under the direct supervision of the Sponsor. Contestants need not and may not be present when potential Winners are selected or at the time the potential Winners are announced. Potential Winners will be notified via email and/or telephone call on or around April 18, 2022, and must respond within twelve (12) hours to become a Winner, which response must be delivered to Sponsor by email as specified by Sponsor. If a potential Winner does not correctly respond within such time period, time being of the essence, such potential Winner will be disqualified and the Sponsor may select another potential Winner who will then have the same time period to respond. The Sponsor reserves the right to extend any such time periods in the Sponsor's sole discretion. Odds of winning are determined in part by the total number of eligible Entries received. For the names of the Winners, send a request and self-addressed stamped envelope to be received by no later than June 30, 2022, to Space Needle Celebrating 60 Contest, c/o Space Needle Marketing, 1050 West Ewing Street, Seattle, WA 98119.

**5. ADDITIONAL RULES AND TERMS:** By submitting an Entry, each contestant agrees to the following terms in this Section 5. Each Grand Prize Winner agrees to have the event may be livestreamed (or later broadcast from time to time) for viewing by the general public on the internet through social media or other platforms to be determined by the Sponsor in its sole discretion. Each Grand Prize Winner must arrive at the Space Needle prior to the roof painting event at the time selected by the Sponsor in its sole discretion, time being of the essence. Each Grand Prize Winner agrees to abide by all public-health and safety requests from the Sponsor and all applicable federal, state, and local laws, including, using any safety equipment required by Sponsor in its sole discretion. The Sponsor shall not be responsible for providing any personal protective equipment or for the failure of any personal protective equipment that may be provided by the Sponsor. While participating in the Grand Prize Event, each Grand Prize Winner agrees to wear clothing and attire that, at a minimum, would generally be considered appropriate for public outings, and agrees, for the avoidance of doubt, not to wear any clothing that contains any words or markings that would likely be considered obscene, offensive, derogatory, or political in nature.

Each Grand Prize Winner agrees that all photographs and video taken at the event will be taken only by the photographer or personnel supplied by the Sponsor or otherwise associated with the Sponsor or the Contest. Each Winner of a ticket agrees to adhere to the terms, conditions and requirements of the operator of the venue associated with such ticket.

**6. PRIZE CLAIM:** Noncompliance with these Official Rules, any other applicable rules or guidelines, or any applicable federal, state, or local law, as determined by the Sponsor its sole discretion, by a potential Winner and/or a Winner, may result in such persons disqualification in the Sponsor's sole discretion and thereafter such person will have no longer be a potential Winner or Winner, as applicable, and no longer entitled to any prizes associated with the Contest. The Sponsor may elect, in its sole discretion, to select an alternate Winner to replace any disqualified person. Each potential Winner must affirmatively elect to receive its prize by affirmatively and timely responding to the Sponsor's notification as more particularly described in Section 4 above. Failure to respond as required in Section 4 above within the specified period will result in disqualification and forfeiture, and an alternate potential Winner may be selected in the Sponsor's sole discretion. If a prize associated with this Contest is unclaimed, undeliverable, or un-awarded for any reason or cause whatsoever beyond the control of the Sponsor, in its sole opinion, the unclaimed, undeliverable, or un-awarded prize will be forfeited and may not be re-awarded.

**7. TAXES:** Each Winner is required to complete an IRS Form W-9 prior to receiving its prize. W-9 forms will be sent to Winners via email subsequent to the Winners notifying Sponsor that he, she, it, or they will participate in the event. Failure to complete and return a W-9 form to the Sponsor may result in such persons disqualification in the Sponsor's sole discretion and thereafter such person will have no longer be a potential Winner or Winner, as applicable. Each Winner will receive a 1099 tax form if the Sponsor determines, in its sole discretion, that it must or should issue such form to the Winners. Taxes for any prizes or value associated with the Contest are the sole responsibility of the Winners and should be paid to the appropriate government agency, not to the Sponsor, its parent, subsidiary, or related and affiliated companies.

**8. GENERAL RULES:** The opportunity to participate in this Contest is non-transferable and non-assignable. By participating in the Contest, each contestant represents and warrants that he, she, it, or they is in compliance with these Official Rules, any other rules and guidelines that govern or affect the Contest, and any applicable federal, state, or local law. Any contestant who engages in cheating, uses fraudulent entry methods, submits entries with falsities, submits duplicate entries, or enters the Contest on behalf of anyone other than himself, herself or itself or by unauthorized means will be disqualified. The Sponsor reserves the right in its sole discretion to refuse, disqualify, or withdraw any Entry, potential Winner, Winner, and/or contestants at any time during or after the Contest. Each potential Winner may be requested to provide Sponsor with proof that he, she, it, and/or they are the authorized account holder(s) of the email or social media account (if any) associated with the winning Entry. Without limiting the foregoing, Entries that are untimely, incomplete, obscene, offensive, derogatory, that are/appear to be lacking good faith, are/appear not to be submitted in the spirit of the Contest, or are otherwise non-compliant will be disqualified and void. Incomplete, illegible, false, deceptive, or garbled Entries are not eligible. By submitting an Entry, a contestant represents and warrants that the contestant has obtained

permission from all persons whose name or likeness is used in the Entry, if any, and that publication of the Entry via various media, including posting to the Internet, will not infringe on the rights of any third party. Contestants will indemnify and hold harmless the Sponsor and its agents from any claims to the contrary. Each contestant grants the Sponsor and any parent, subsidiary, or related and affiliated companies or entities, and all such employees, agents, or individuals associated with the foregoing, full permission and authority to use, re-use, copy, publish, display, broadcast, distribute, edit, translate, adapt, and/or license the use of the essay submitted by the contestant and any photographs, videos, or recordings of the roof painting event or any other event or aspect of the contestant's participation in the Contest and/or contestant's voice, name, photographs, or likeness, in any promotional activity related to the contestant participating in the Contest or for any other purpose (including, but not limited to, promotional or marketing materials for other events and contests that may be sponsored by the Sponsor in the future), including any promotions or advertising on the internet, social media platforms, press releases, on any website maintained by the Sponsor or any affiliated entity, or any other forms of media (including, but not limited to, television and radio) except where expressly prohibited by law, and further grants the Sponsor the right to use contestant's contact information for its own use to contact the contestant about other Sponsor programs, and the contestant is not entitled to compensation from the Sponsor for any promotional activity involving the contestant. The Sponsor is not responsible or liable for lost, late, incomplete, misdirected, not received, stolen, mutilated, or illegible Entries. No liability is assumed by the Sponsor for any malfunction of internet service or individual computer systems including, for the avoidance of doubt, any internet service or systems relied upon to livestream the roof painting event. By entering and/or participating in the Contest, all contestants accept and agree to be bound by these Official Rules. The Sponsor reserves the right to disqualify contestants who fail to follow these Official Rules or who make any misrepresentations in their Entries or in their communications with the Sponsor relating to the Contest. Winners may not substitute, transfer, or assign their participation in the Contest or the right to receive any prize associated therewith. The Sponsor reserves, in the Sponsor's sole discretion, the right to modify, limit, or change any aspect of the Contest or any prize associated therewith. BY PARTICIPATING, CONTESTANTS AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS THE SPONSOR, ANY PARENT OR SUBSIDIARY AND THEIR AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, MEDICAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE OR LOSS), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING IN WHOLE OR IN PART OUT OF PARTICIPATION IN THIS CONTEST OR ANY ELEMENT THEREOF OR DELIVERY, ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZES ASSOCIATED WITH THIS CONTEST. Each contestant understands and agrees that the foregoing release language covers, without limitation, the risk that a contestant contracts

COVID-19 as a result of participating in this Contest, and each contestant agrees that he or she assumes that risk in full. Each contestant covenants not to sue any released party or cause them to be sued regarding any matter released above, and further covenants not to disaffirm, limit or rescind this release. A waiver by the Sponsor of any term in these Official Rules does not constitute a waiver of any other provision.

**9. LIMITATION OF LIABILITY:** The Sponsor is not responsible for injury or damage to any of contestant's, or to any other person's electronic device related to or resulting from participating in the Contest or downloading materials from or use of any website or social media account associated with the Contest. The Sponsor is not responsible for any person's failure to successfully enter the Contest due to technical failure or other electronic or human error, including device or browser incompatibility. If, for any reason, the Contest or any element thereof is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, cheating, technical failures, or any other causes which the Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest or any element thereof, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest, or any element thereof, and select the Winners from eligible, non-suspect Entries received prior to the action or as otherwise may be deemed equitable by the Sponsor. The Sponsor shall not be liable to Winners or any other person for failure to execute the Contest or any element thereof, or to supply the prizes associated with the Contest by reason of any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity, equipment failure, terrorist acts, cyberattacks, earthquake, war, fire, flood, explosion, or any other event beyond the Sponsor's reasonable control. In no event will the Sponsor, any parent, subsidiary, or related and affiliated companies, advertising or promotion agencies and/or all their respective officers, directors, employees, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind, including indirect, incidental, consequential or punitive damages arising out of participation in the Contest or any element thereof. Without limiting the foregoing, the Sponsor's website, social media accounts, prizes, and all other media or items associated with the Contest are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

**10. PRIVACY:** The requested information includes personal information such as name, phone number, e-mail address, residence address, age, gender, and any other information that is connected with the contestant personally ("Personally Identifiable Information"). Other than as specified herein, all Personally Identifiable Information will be provided by the contestant with his, her or its specific knowledge and consent. By entering and/or participating in the Contest and providing requested information, each contestant is consenting to the collection, storage, and disclosure of Personally Identifiable Information. Personally Identifiable Information may be collected by third party service providers with whom the Sponsor contracts to provide services in connection with the Contest and if such is the case, the Sponsor asks such service providers to make the Personally Identifiable Information available only to the Sponsor for the Sponsor to use in accordance with the terms of this Section 10. The identified and notified Winners may each be

required to provide additional Personally Identifiable Information which may be subject to additional or separate privacy terms which will be provided when such additional information is requested. Participation in the roof painting event and the Contest constitutes permission for the Sponsor and its agencies to use the names and/or likenesses, biographical materials, and/or photographs of the contestants and/or description of the special occasion for advertising and promotional purposes, including but not limited to on social media platforms maintained by the Sponsor, without additional compensation, unless prohibited by law. The Sponsor will use each potential Winners Personally Identifiable Information to notify such Winners. Regardless if a contestant ultimately becomes a Winner, the Sponsor may also use Personally Identifiable Information to send out email notifications to contestants to announce special offers from Sponsor and its affiliates and advertisers. The Sponsor may combine Personally Identifiable Information that a contestant provides with outside records to enhance its ability to market products or services that it believes, in its sole discretion, may be of interest to contestant. The Sponsor has no control over and assumes no responsibility for the content, privacy policies, or practices of any third party, including social media sites. If contestant submits his or her Entry or interacts with the Sponsor through a social media site, the Sponsor encourages the contestant to read the privacy policies of those sites. The Sponsor (or third-party service providers on its behalf) may set and access cookies and similar technologies on contestant's computer. Cookies are small pieces of data that are sent to a user's browser and stored on a computer's hard drive. The only Personally Identifiable Information a cookie can contain is information supplied by the user. The Sponsor may, among other things, use cookies to understand site usage and improve the content and offerings of its site. The Sponsor (or third-party service providers on its behalf) may use cookies to collect general information about web usage on an anonymous basis and share demographic and usage information with third parties for business reasons. An Internet Protocol (IP) address is a number that is automatically assigned to a computer every time one browses the Internet. If a contestant visits the website referenced in Section 2 or any other website or social media platform maintained by or connected with the Sponsor, the Sponsor's servers may log contestant's IP address. The Sponsor uses IP addresses to help diagnose problems with its servers and to administer its website.

**11. GOVERNING LAW:** The Contest is governed by the laws of the State of Washington without respect to its conflict of law doctrines. As a condition of participating in the Contest, contestants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with the Contest shall be resolved exclusively before a neutral one-person arbitrator located in Seattle, Washington.

**12. AMENDMENTS TO OFFICIAL RULES:** The Sponsor reserves the right to amend the Contest dates and these Official Rules at any time. If any portion of these Official Rules is determined to be unenforceable due to local, state, or federal laws, all other portions of these Official Rules shall remain in effect. For a copy of these Official Rules or any amendments thereto, send a request and self-addressed stamped envelope to Space Needle Celebrating 60 Contest, c/o Space Needle Marketing, 1050 West Ewing Street, Seattle, WA 98119.

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