

## BBVA COMPASS TICKET GIVEAWAY SWEEPSTAKES

In return for the opportunity to participate in the BBVA Compass Ticket Giveaway Sweepstakes described herein (the "Sweepstakes"), Clutch City Sports & Entertainment, L.P. ("Toyota Center") and BBVA Compass ("Sponsor") require your agreement to comply with and be bound by the terms and conditions set forth below (the "Official Rules").

### OFFICIAL RULES

1. **PERIOD.** The Sweepstakes will begin on January 30, 2018 and end on February 12, 2018 (the "Sweepstakes Period").
2. **ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN.** Only legal residents of the United States who are eighteen (18) years of age or older as of January 30, 2018, are eligible to participate in this Sweepstakes, provided however, that employees and immediate family members (spouses, parents, siblings and children) of employees of Toyota Center, Sponsor, and each of their respective parents, subsidiaries, affiliates, directors, partners, officers, governors, employees, and agents are not eligible to enter. The Sweepstakes is void wherever prohibited or restricted by law.
3. **ENTRIES. LIMIT OF ONE (1) ENTRY PER PERSON.** There are two (2) ways to submit an entry (each, an "Entry") to enter the Sweepstakes:
  - First Entry Method: To enter the Sweepstakes, the Entrant must re-tweet the Toyota Center post about the BBVA Ticket Giveaway, which will include with the phrase "#Sweepstakes."
  - Alternate Entry Method: Alternatively, an Entrant may enter by printing his or her name, mailing address (no P.O. Boxes), email address, date of birth, and phone number on a 3x5 postcard and mailing it to: BBVA Compass Ticket Giveaway Sweepstakes, 1510 Polk Street, Houston, TX 77002, Attn: Shannon Fischer

Limit of one (1) Entry per person during the Sweepstakes Period. Entries must be received during the Sweepstakes Period to be eligible. Any Entry received thereafter and/or not properly submitted will not be eligible to participate in the Sweepstakes. Any Entrant using multiple accounts to enter will be disqualified from the Sweepstakes and will not be eligible to win the Prize. A person who timely submits a properly completed Entry in accordance with the procedures herein is considered an "Entrant." **By submitting a properly completed Entry, each Entrant acknowledges that he has read, understands and agrees to be bound by these Official Rules.**

4. **SELECTION OF WINNER.** One (1) winner (the "Winner") will be selected in a random drawing conducted by Toyota Center from among all eligible Entries received during the Sweepstakes Period. The Winner will be notified on or about February 12, 2018. By participating, each Entrant agrees to these rules and the decisions of Toyota Center and Sponsor, which shall be final and legally binding in all matters relating to this Sweepstakes. Toyota Center and Sponsor reserve the right to conduct a background check of each Entrant and to disqualify any Entrant, effective upon written notice, if such Entrant commits, or has at any time committed, any act or becomes involved in, or has at any time been involved in, any situation or occurrence which act, situation or occurrence tends in the sole opinion of Toyota Center or Sponsor to subject Entrant, Toyota Center or Sponsor to any ridicule, contempt or scandal or which, in the sole opinion of Toyota Center or Sponsor, reflects unfavorably upon Toyota Center or Sponsor. **If any potential Winner cannot be contacted after the first attempt, declines the Prize, or fails to pick up the Prize within three (3) days of being notified that he is the Winner, then such Winner will forfeit the right to be the Winner, and Toyota Center may select a replacement Winner from among all remaining eligible Entries.**
5. **PRIZE DESCRIPTION; ODDS.** The Winner will receive: two (2) lower-level tickets to the Marc Anthony concert at Toyota Center in Houston, Texas, on February 16, 2018 (approximate retail value: \$200) (collectively, the "Prize"). All aspects of the Prize, including but not limited to the selection of the seat locations, shall be determined by Toyota Center and Sponsor in their sole discretion, and any tickets shall be subject to all rules, regulations, guidelines, policies and restrictions and to the same rules and regulations as regularly sold tickets. Neither Sponsor nor Toyota Center shall be responsible for any expenses associated with any Prize, including but not limited to travel accommodations or transportation expenses unless explicitly stated in these Official Rules. The odds of winning will depend on the number of eligible Entries received. Winner may not sell, assign, transfer or substitute the Prize (or any portion of the Prize) or redeem the Prize (or any portion of the Prize) for cash value. The Winner will be responsible for any federal, state and local taxes associated with the Prize and for any expenses associated with the Prize. The Winner may be required to sign, at the request of and in the sole discretion of Toyota Center or Sponsor, a Release, an Affidavit of Eligibility and/or a Prize Acceptance Form in order to receive the Prize. Toyota Center and Sponsor reserve the right to substitute the Prize (or any portion of the Prize) with any prize of greater or equal value.
6. **LIMITATIONS ON LIABILITY.** Neither Toyota Center nor Sponsor shall be responsible for Entries that are incomplete, improperly submitted, misdirected, lost, late or damaged. All Entries become the property of Toyota Center and Sponsor and will not be acknowledged or returned. **By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY Toyota Center, Sponsor, and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, governors, employees, and agents (the "Released Parties") from any and all liability, damages, claims and causes of action (however**

**named or described) with respect to or arising out of (a) Entrant's participation in this Sweepstakes, (b) Entrant's Entry or any registration material on any related website, (c) any typographical or other error in these Official Rules or (d) the receipt, participation in, and/or use of the Prize or any replacement prize that may be awarded herein, including any travel associated with the Prize.**

7. **CONSENT OF USE.** Each Entrant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the editing, modification, replication, publication and/or other use of the names, likenesses, photographs, voices, Entries and the like of each Entrant in any medium, whether now known or hereafter developed, including without limitation, Toyota Center website and in any and all advertising, promotions, and other publicity conducted by Sponsor, Toyota Center, and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, owners, governors, employees, and agents, except where prohibited by law. Notwithstanding the generality of the foregoing, each Entrant further assigns any and all rights he or she may have over his or her Entry to Toyota Center and Sponsor without further authorization, compensation or remuneration of any kind.
8. **RULES.** All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of Toyota Center and Sponsor and may be changed from time to time without notice. Toyota Center and Sponsor reserve the right to cancel or modify the Sweepstakes at any time without notice.
9. **DISPUTES.** This Sweepstakes shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. **EACH ENTRANT HEREBY WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND SUBMITS TO THE JURISDICTION OF THOSE COURTS.** Each Entrant agrees that any controversy, dispute or claim arising out of, relating to or connected with the Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, which will be conducted in Houston, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and any judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the parties, if possible, and shall be a resident of Houston, Texas. If the parties fail to reach agreement upon the appointment of an arbitrator within thirty (30) days following receipt by one party of the other party's notice of desire to arbitrate, the arbitrator shall be selected from a list or lists of persons submitted by the AAA. The selection process shall be that which is set forth in the AAA Commercial Arbitration Rules then prevailing, except that if the parties fail to select an arbitrator from one or more lists, AAA shall not have the power to make an appointment but shall continue to submit additional lists until an arbitrator has been selected. Under no circumstances will Entrant be permitted to obtain any punitive, incidental, special, consequential and/or other damages, including without limitation lost profits (collectively, "Special Damages") to an Entrant; and Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
10. **FORCE MAJEURE.** Neither Toyota Center nor Sponsor shall be responsible for the failure or interruption of any website and/or webpage mentioned herein or of the cancellation or postponement of the concert or any drawing for any reason including, but not limited to, equipment failure or malfunction, electrical service interruption, or any act of God. In addition, in the event that Toyota Center or Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, epidemic, flood, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the control of Toyota Center or Sponsor, Toyota Center and Sponsor shall have the right to modify, suspend or terminate the Sweepstakes.
11. **MARKETING DISCLAIMER.** **By entering the Sweepstakes, each Entrant agrees to receive communications from Sponsor and/or Toyota Center, subject to opting out when Entrant so desires.** Entrant certifies that he or she is either the owner or the customary user of any telephone numbers provided and agrees to notify Sponsor promptly if any of the contact information provided changes. Entrant's information will not be sold to any outside party or shared, except as necessary for the administration of the Sweepstakes or winner notification, as applicable, unless Entrant has agreed to receive further information on Sponsor's products and promotions. If Entrant does agree to receive further information on products and promotions of Toyota Center and/or Sponsor, Entrant hereby authorizes Toyota Center and Sponsor to contact Entrant using prerecorded or artificial voice message calls, text messages, calls made by an automatic telephone dialing system, voicemail, or e-mail. **ENTRANT UNDERSTANDS THAT CONSENT TO RECEIVE MARKETING COMMUNICATIONS OR RECEIVE ANY SERVICES FROM TOYOTA CENTER OR SPONSOR IS NOT REQUIRED TO ENTER THE SWEEPSTAKES.**
12. **ADDITIONAL DISCLOSURES.** The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter. Each Entrant releases Twitter from any claims, responsibility or liability relating to their participation in this Sweepstakes. Copyright/trademark/service mark infringements are not intended or implied.
13. **SPONSOR.** This Sweepstakes is sponsored by BBVA Compass, 15 South 20th Street, Birmingham, Alabama 35233.

14. **WINNERS' LIST.** To receive written confirmation of the Winners, mail a self-addressed, stamped envelope to: BBVA Compass Ticket Giveaway Sweepstakes, 1510 Polk Street, Houston, TX 77002, Attn: Shannon Fischer. Requests must be received by June 30, 2018.