

TERMS AND CONDITIONS for Atlantic Broadband/Johnstown Tomahawks Buy One Get One Free Ticket Giveaway

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW AND OUTSIDE THE TERRITORY (DEFINED BELOW).

BY ENTERING THE GIVEAWAY YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) AND THE OTHER RELEASED PARTIES (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

INTERNET ACCESS AND A FACEBOOK ACCOUNT ARE REQUIRED FOR ENTRY.

The sponsor of this promotion is Atlantic Broadband Finance, LLC ("Atlantic Broadband" or "Sponsor"), which operates <https://atlanticbb.com/>. By participating in this Giveaway (as defined below), you ("you" or "Participant") agree to these official rules (the "Terms and Conditions"). If you do not agree to the Terms and Conditions, do not participate.

1. How to Enter:

- a. Entry: To enter the Atlantic Broadband/Johnstown Tomahawks Buy One Get One Free Ticket Giveaway ("Giveaway"), eligible Participants must visit Atlantic Broadband's Facebook page at <https://www.facebook.com/Atlanticbb/> ("Web Site") and post the comment "Customer Appreciation" (the "Comment") on the relevant giveaway post during the Giveaway Period (as defined below). Any other comment will not be considered an entry; Participants must explicitly state "Customer Appreciation". Limit one (1) entry per person over the course of the entire Giveaway Period. The Web Site's database clock will be the official timekeeper for this Giveaway. Entries must be received during the Giveaway Period through the Web Site. For purposes of this Giveaway, an entry is "received" when the Web Site's servers record the entry information. Proof of entry (such as, without limitation, a printed or electronic screenshot of the post) does not constitute proof of actual receipt of an entry for purposes of this Giveaway. Those who do not abide by these Terms and Conditions and other instructions of Sponsor will be disqualified. Entries that are forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, garbled, illegible, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries made by any other individual or any entity, and/or originating at any other web site, including, without limitation, commercial sweepstakes subscription notification and/or entering service

sites, will be declared invalid and disqualified for this Giveaway. As a condition of entering the Giveaway, each Participant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Giveaway and complying with applicable laws, regulations and rules, including, without limitation, sharing your information with The Johnstown Tomahawks. Any attempt made to submit entries in excess of any limit or otherwise in violation of these Terms and Conditions by using multiple or false contact information or otherwise may be disqualified.

- b. Entries must be submitted during the Giveaway Period from your own Facebook account. You will need to create a Facebook account if you don't already have one. Membership on Facebook is free (as of the date of publication of these Terms and Conditions) and registration can be obtained by logging onto <http://www.facebook.com> and following the onscreen instructions to create a new account. By submitting an entry to this Giveaway via Facebook, you agree to these Terms and Conditions and the Facebook Terms and Policies (<http://facebook.com/terms.php?ref=pf>).
- c. In the event of a dispute over who submitted a winning entry, the authorized subscriber of the Facebook account used to participate in the Giveaway at the actual time of entry will be deemed to be the entrant. The authorized account subscriber is described as the natural person who is assigned a Facebook account by Facebook. All entries become the property of Sponsor and will not be acknowledged or returned. All entries must comply with the Facebook terms of service and the Facebook rules available at the Facebook website. Creating multiple Facebook accounts in order to exceed the limit on entries permitted by these Terms and Conditions may result in the disqualification of such entries from such accounts.
- d. If you opt to submit an entry via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Giveaway), standard data rates may apply according to the terms and conditions of your services agreement with your wireless carrier. By entering this Giveaway, you agree that you are solely responsible for all data charges that you may incur.
- e. Giveaway Period: The Giveaway will begin March 24th at 9:30 AM EST and continue through March 31, 2016 (excluding weekends), with a Facebook post each of these days: March 24, March 25, March 29, March 30 and March 31, 2016. (5 chances to win total, with 10 winners chosen each post). Entries submitted after the Giveaway Period ends are not eligible to win.

2. Winner Selection:

- a. Giveaway Prizes: There will be fifty (50) winners of the Giveaway (each, a "Winner" and collectively, the "Winners") who will be determined in accordance with this Section 2 of the Terms and Conditions. The first ten (10) eligible people each day to post the Comment on a giveaway post located on the Web Site during the Giveaway Period will receive one (1) Buy One Get One Free Ticket Voucher (each, a "Prize" and collectively, the "Prizes") to the Atlantic Broadband/Johnstown Tomahawks Customer Appreciation Game at 7:00pm ET, on Friday April 1, 2016 at the Cambria County War Memorial Arena, located on Napoleon Street in Johnstown, Pennsylvania. (the "Game"). Each Winner is limited to (1) buy one, get one free ticket to the Game only, and upon winning, cannot enter the Giveaway again.
 - i. The approximate retail value ("ARV") of each Prize is \$12.50 USD. The ARV of all Prizes awarded in this Giveaway is One Thousand Two Hundred Fifty Dollars (\$1,250.00). Sponsor is not responsible for and Winners will not receive the difference, if any, between the actual value of the Prize at the time of award and the stated ARV in these Terms and Conditions or in any Giveaway-related correspondence or materials.
 - ii. All costs and expenses not specifically listed as part of the Prize, including, without limitation, any incidental costs incurred in connection with the Prize are solely each Winner's responsibility
 - iii. EACH WINNER MUST PROVIDE HIS/HER OWN TRANSPORTATION TO THE GAME. Travel and other expenses, including, without limitation, transportation to/from the Game, meals, beverages and any incidental costs incurred in connection with acceptance and use of the Prize are solely each Winner's responsibility.
- b. The potential Winners will be notified via Facebook and asked to contact Sponsor and provide personal details (e.g., name, contact information, etc.) and upon request, fill out and return an affidavit of eligibility and liability/publicity release, as further set forth herein. Upon verification, each Winner's name will be added to the Game guest list. Winners may be required to complete, sign, have notarized (if applicable) and return, without alteration and in the form presented by Sponsor, an affidavit of eligibility and liability/publicity release (unless prohibited by law), and tax forms, both of which may require the Winner to provide his or her Social Security Number for Sponsor to issue an IRS 1099 tax form, within the time frame specified by Sponsor or the Prize may be forfeited. In the event of noncompliance with these requirements, the Prize may be forfeited. The affidavit of eligibility and liability/publicity release are subject to verification by Sponsor. If any Prize, Prize notification or Giveaway-related communication is rejected, faulty or returned as undeliverable, if a Winner cannot attend the Game or otherwise accept

the Prize, or if a potential Winner cannot be reached after a reasonable attempt has been made by Sponsor or a potential Winner does not respond according to the notification's or Sponsor's instructions (as determined by Sponsor in its sole discretion), such Winner(s) or potential Winner(s) may be disqualified and an alternate Winner(s) may be randomly selected; the Sponsor will not be obligated to pursue more than one (1) alternate Winner in each case for any reason, in which case some Prizes may go unawarded. Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential Winner, if any.

- c. Any violation of these Terms and Conditions by a potential Winner will result in such potential Winner's disqualification from the Giveaway and all privileges as a Winner will be immediately terminated.
- d. To redeem the Prize, each Winner must bring a valid government-issued proof of identification with them to the Game on April 1, 2016 and the name on the ID must match the name provided to Sponsor during the winner verification process, or the Prize will be forfeited and no substitution or additional compensation will be provided.
- e. PRIZES CANNOT BE SOLD, TRANSFERRED, AUCTIONED OR TRADED FOR ANY REASON. PRIZES ARE NOT REDEEMABLE FOR CASH OR CREDIT AT ANY TIME. LOST OR STOLEN PRIZES WILL NOT BE REPLACED. Duplicate Prizes will not be accepted.
- f. Chance of Winning: Participant's chance of winning is dependent upon the number of entries received, and how quickly such Participant posts the Comment on the Web Site giveaway posts.
- g. If for any reason the Game is delayed, cancelled or postponed, Sponsor and/or the Johnstown Tomahawks reserve the right, but are not obligated, to cancel or modify the Giveaway in their sole discretion and shall a substitute prize of equal or greater value.
- h. In the event that any Winner and/or any Winner's guest engages in behavior that, as determined by Sponsor, or the Johnstown Tomahawks, in its/their sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor, and/or the Johnstown Tomahawks reserve the right to remove such Winner and guest from the Game.
- i. Each Winner hereby grants the Released Parties (defined herein) and any participating sponsor(s) and all of their respective agents and subsidiary, parent and affiliated companies permission to photograph and tape him/her (individually or with others) and record his/her voice and conversations including, without limitation, quotes, paraphrases, sounds, and any performance of music composition(s) during and in connection with the Giveaway, the prize(s), and any prize-related activity, including, without limitation, the Game (such photographs, tapes and recordings, collectively, the "Recordings") and to use, reproduce, exhibit and/or

display the Recordings and his/her name, likeness, voice, and biography (individually or with others), in whole or in part, for the purpose of advertising and promoting Sponsor, The Johnstown Tomahawks and/or any other website or programming services of any participating sponsor(s), the Giveaway, or for any other lawful purpose whatsoever without additional compensation, including, without limitation, any taping(s) in connection with the Giveaway, the Prize and/or the Screening, and any and all ancillary uses thereof, in all media in perpetuity throughout the universe.

3. Eligibility: This Giveaway is open only to individuals who are (a) legal residents of the fifty (50) United States or the District of Columbia (collectively, "Territory"), (b) at least 18 years of age and older, and (c) have a Facebook account. This Giveaway is void in all U.S. territories (including Puerto Rico), possessions and overseas military installations, outside the Territory, and where prohibited by law. Entrants who are at least eighteen (18) but are deemed to be a minor in the jurisdiction in which they reside (a "Minor") will need to obtain permission from their parent/legal guardian in order to enter the Sweepstakes. Employees and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Atlantic Broadband Finance, LLC ("Sponsor"), The Johnstown Tomahawks ("Johnstown Tomahawks"), Facebook, Inc. ("Facebook") and each of their respective affiliate companies, subsidiaries, parents, advertising agencies and third party fulfillment agencies, and their respective agents, employees, officers, directors, successors and assigns (collectively, with Sponsor, the "Released Parties") are not eligible to enter the Giveaway. By participating in the Giveaway, each participant (i) agrees to be bound by these Terms and Conditions and the decisions of Sponsor, which shall be final and binding in all respects, (ii) release and hold harmless the Released Parties against any and all claims, suits, demands, causes of action, injury, loss, liability or damage arising out of or relating to (1) entry or participation in this Giveaway or any Giveaway-related activity or prize-related activity, (2) acceptance, possession, delivery, receipt, use or misuse or redemption of a prize, and/or (3) the violation of any privacy, personal, publicity or proprietary right; and (iii) acknowledge compliance with these Terms and Conditions. The Johnstown Tomahawks is not responsible for the collection, submission or processing of entries, the administration of the Giveaway, the selection of Winners or the fulfillment of any Prizes. Participants are providing information to Sponsor and not to the Johnstown Tomahawks. Void where prohibited and subject to all federal, state and local laws.
 - a. The participant does have to be an Atlantic Broadband customer to enter. Participants are limited to use of a single Facebook account for entries. Any Participant found to submit multiple entries or entries through multiple accounts will be ineligible.

4. General Conditions:

- a. Prizes are not guaranteed and will only be available while supplies last, and are subject to certain terms and conditions as specified thereon and by applicable issuer.
- b. WINNING A PRIZE DOES NOT GUARANTEE ADMITTANCE TO THE GAME. IF THE GAME IS OVERBOOKED, SEATING AT THE GAME IS AVAILABLE ON A FIRST COME, FIRST SERVED BASIS. ARRIVE EARLY TO ENSURE SEATING.
- c. If a Winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion of the Prize. No transfers, Prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the stated Prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, Prize unavailability. No more than the stated Prize will be awarded. Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of the Prize.
- d. By entering the Giveaway (except where prohibited by law), each Participant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, prize information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Sponsor's sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide, without any limitation of time and without notice, review or approval and **each Participant releases the Released Parties from any and all liability related thereto.** Nothing contained in these Terms and Conditions obligates Sponsor to make use of any of the rights granted herein and each Winner waives any right to inspect or approve any such use.
- e. Sponsor's decisions will be final in all matters relating this Giveaway, including interpretation of these Terms and Conditions and awarding of the Prizes. All Participants, as a condition of entry, agree to be bound by these Terms and Conditions and the decisions of Sponsor. Failure to comply with these Terms and Conditions may result in disqualification from this Giveaway. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements

contained in any Giveaway-related materials and/or these Terms and Conditions (including any alleged discrepancy or inconsistency in these Terms and Conditions), it will be resolved by Sponsor in Sponsor's sole discretion. Participants waive any right to claim ambiguity in the Giveaway or these Terms and Conditions. If Sponsor determines at any time in its sole discretion that any Winner or potential Winner is disqualified, ineligible, in violation of these Terms and Conditions, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to disqualify that Winner or potential Winner, even if the disqualified Winner or potential Winner may have been notified or displayed or announced anywhere.

- f. If the Game does not occur for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Giveaway and award some or all of the Prizes from the eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor.
- g. Noncompliance with these Terms and Conditions may result in disqualification. ANY VIOLATION OF THESE TERMS AND CONDITIONS BY ANY WINNER OR ANY WINNER'S GUEST OR ANY BEHAVIOR BY ANY WINNER OR ANY WINNER'S GUEST THAT WILL BRING SUCH WINNER, GUEST, SPONSOR, THE JOHNSTOWN TOMAHAWKS INTO DISREPUTE OR OTHERWISE SHED A NEGATIVE LIGHT ONTO SPONSOR, THE JOHNSTOWN TOMAHAWKS (IN THE JOHNSTOWN TOMAHAWKS SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION FROM THE GIVEAWAY AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED AND THE WINNER AND/OR HIS/HER GUEST MAY BE ASKED TO LEAVE THE GAME.

5. Limitations of Liability

- a. **EACH PARTICIPANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, SUITS, DEMANDS, CAUSES OF ACTION, LIABILITY, LOSS OR DAMAGE WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND RESULTING OR ARISING FROM (i) THE GIVEAWAY OR ANY COMPONENT THEREOF OR ANY GIVEAWAY-RELATED ACTIVITY, INCLUDING ENTRY OR PARTICIPATION THEREIN, (ii) THE USE, ACCEPTANCE, POSSESSION, MISUSE, DELIVERY, RECEIPT, OR AWARDED OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, AND/OR (iii) THE BREACH OF ANY OF PARTICIPANT'S OBLIGATIONS OR AGREEMENTS UNDER THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. WINNER AGREES (AS BETWEEN WINNER AND THE SPONSOR) THAT THE**

PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- b. **BY ENTERING THE GIVEAWAY, EACH ENTRANT RELEASES AND HOLDS HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE GIVEAWAY OR PARTICIPATION IN ANY GIVEAWAY-RELATED ACTIVITY (INCLUDING, WITHOUT LIMITATION, THE REMOVAL FROM THE WEB SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS IN CONNECTION WITH THE GIVEAWAY), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OR ANY PRIZE AWARDED IN CONNECTION WITH THE GIVEAWAY, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION AND/OR INVASION OF PRIVACY.**
 - c. In no event shall the Released Parties be responsible or liable for any punitive, incidental, indirect or consequential damages, or any other damages, including attorneys' fees, arising out of the Giveaway, any access to and/or use of the Web Site, the downloading from and/or printing material from the Web Site, the removal from the Web Site of, or discontinuation of access to, any materials in connection with the Giveaway, or any harm resulting from the acceptance, possession, use or misuse of, or participation in, any prize awarded in connection with the Giveaway, other than Participant's actual out-pocket expenses (if any), not to exceed ten dollars (\$10). Participant further waives all rights to have damages multiplied or increased.
6. Additional Disclaimers
- a. Sponsor is not responsible and/or liable for any of the following, whether caused by Sponsor, the Participant or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of the stated limit; any lost, late, incomplete, illegible, mutilated, or misdirected entries, e-mail, mail, or Giveaway-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos or misprints in these Terms and Conditions, in any Giveaway-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information.

- b. Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Participant's e-mail account to receive e-mail messages. Sponsor is not responsible, and may disqualify a Participant, if his or her e-mail address, telephone, or other contact information does not work or is changed without Participant giving prior written notice to Sponsor. Facebook and Sponsor are not responsible for any changes or unavailability of the Web Site that may interfere with the Giveaway (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the Web Site for the Giveaway as set forth herein that are not acceptable to Sponsor) or ability of Participant to timely enter, receive notices or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Giveaway.
- c. Without limiting any other provision in these Terms and Conditions, Sponsor is not responsible or liable to any Participant or Winner or any person claiming through such Participant or Winner for failure to supply the Prize or any part thereof in the event that any of the Giveaway activities or the Sponsor's operations or activities are affected, as determined by the Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

7. Governing Law

- a. This Giveaway and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of Pennsylvania, without giving effect to its conflicts of law or choice of law principles. Any legal actions, suits or proceedings related to this Giveaway (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in Pennsylvania and each Participant accepts and submits to the personal jurisdiction of these Pennsylvania courts with respect to any legal actions, suits or proceedings arising out of or related to this Giveaway.

8. Third Party Terms: In the course of participating in the Giveaway, Participant may be required to use services and provide information to certain third parties. By participating in the Giveaway, Participant agrees to the third party privacy policies and terms and conditions as defined below (“Third Party Terms”), which are incorporated herein by reference.

For this Giveaway, the applicable Third Party Terms include, but may not be limited to:

- Facebook privacy policy and terms available at <https://www.facebook.com/about/privacy/>, and <https://www.facebook.com/legal/terms>
9. This Giveaway is in no way sponsored, endorsed, administered or associated with Facebook. Inquiries should be directed to Sponsor, and not to any of the other Released Parties.