

MOBILE LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS APP.

- AGREE: BY USING THE APP OR CLICKING "I AGREE" YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT.

- CANCEL: IF YOU DO NOT WANT TO AGREE TO THIS AGREEMENT CLICK "I REJECT," BUT THEN YOU CANNOT USE THE APP.

This agreement is between El Paso Rhinos a Texas corporation (**El Paso Rhinos**) and the user agreeing to this agreement (**User**). The El Paso Rhinos mobile App (**App**) is licensed and is not sold.

1. **SCOPE.** This agreement describes the licensing of the App and the El Paso Rhinos loyalty program.
2. **LICENSE.** Subject to the other terms of this agreement, El Paso Rhinos grants User, a terminable non-exclusive, non-transferable license to operate the App for User's personal and non-commercial purposes on one mobile device.
3. **RESTRICTIONS.** User may not:
 - a. Transfer, assign, sublicense, rent the App, create derivative works of the App, or use it in any type of service provider environment;
 - b. Reverse engineer, decompile, disassemble, or translate the App; or
 - c. Evaluate the App for the purpose of competing with El Paso Rhinos.
4. **PROPRIETARY RIGHTS.** The App, workflow processes, user interface, designs, know-how and other technologies provided by El Paso Rhinos as part of the App are the proprietary property of El Paso Rhinos and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with El Paso Rhinos and its licensors. The App is protected by applicable copyright and other intellectual property laws. User may not remove any product identification, copyright, trademark or other notice from the App. El Paso Rhinos reserves all rights not expressly granted.
5. **WARRANTY DISCLAIMER.** El Paso Rhinos disclaims all express and implied warranties, including without limitation the implied warranty of merchantability and fitness for a particular purpose. User understands that the App may not be error free, and use may be interrupted.
6. **TERMINATION.** Either party may terminate this agreement. Upon termination of this agreement or a license, User must discontinue using the App, de-install and destroy the App.
7. **LIMIT ON LIABILITY.** There may be situations in which (as a result of material breach or other liability) User is entitled to make a claim against El Paso Rhinos. In each situation (regardless of the form of the legal action (e.g. contract or tort claims)), El Paso Rhinos is not responsible for any damage and does not have any liability beyond \$0 in total. Even if it knows of the possibility of such damage or liability, in no circumstance is El Paso Rhinos responsible for any: loss of, or damage to, data or information; lost profits, revenue; or other special, consequential, incidental or indirect damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.
8. **GOVERNING LAW AND EXCLUSIVE FORUM.** This agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for El Paso County, and User submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in litigation is entitled to recover its attorneys' fees and costs from the other party.
9. **OTHER TERMS.**
 - a. **Aggregate Data.** During and after the term of this agreement, El Paso Rhinos may use non-personally identifiable User data for purposes of enhancing the Service, aggregated statistical analysis, technical support and other business purposes.
 - b. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. User is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding.
 - c. **Non-Assignment.** Neither party may assign or transfer this agreement to a third party, nor delegate any duty, except that the agreement may be assigned, without the consent of the other party, as part of a merger, or sale of all or substantially all of the business or assets, of a party.
 - d. **Independent Contractors.** The parties are independent contractors with respect to each other.
 - e. **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
 - f. **Survival of Terms and Force Majeure.** All terms that by their nature survive termination of this agreement for each party to receive the benefits and protections of this agreement, will survive. Neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

Disclaimer: this form is provided for informational purposes and is not legal advice. Contact an attorney for legal advice.

- g. **Modification Only in Writing.** No modification or waiver of any term of this agreement is effective unless signed by both parties.
- h. **Export Compliance.** User must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations.
- i. **US GOVERNMENT RESTRICTED RIGHTS.** The App and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. government or any agency thereof is subject to restrictions as set forth in subparagraph (c)(I)(ii) of the Rights in Technical Data and Computer App clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer App Restricted Rights at 48 C.F.R. 52.227-19, as applicable.

10. Loyalty Program Terms.

- These terms govern the 2016-2017 Season El Paso Rhinos Loyalty Program (**Program**), if User enrolls in the Program.

PROGRAM DESCRIPTION

The Program is a loyalty benefits program sponsored by the El Paso Rhinos and other sponsors.

- The purpose of the Program is to reward El Paso Rhinos fans for attending games, making eligible El Paso Rhinos store purchases, entering Codes (as defined below) from various El Paso Rhinos-related activities and through other methods as may be added. For a list of Code-earning activities visit <http://www.elpasorhinos.com/fans/rhino-rewards/>.
- By engaging in El Paso Rhinos-related activities, Program participants will accrue rewards points. Participants can redeem their El Paso Rhinos for merchandise through the App, but must visit the a sponsor store with their App enable smartphone in order to collect their reward merchandise (unless such reward is a discount or coupon based, then such reward may be provided electronically through the App, in sponsors' sole discretion).
- Points earned through the Program have no cash value, are non-transferable, and cannot be used for anything other than earning the rewards offered by sponsors, which may change in sponsors' sole discretion.

ELIGIBILITY

- **General.** The Program is open to legal residents of the 50 United States (including the District of Columbia) who are 18 years or older at the time of enrollment. Some Code-earning activities may be available only to those twenty-one years of age or older. The Program is void where prohibited by law. Employees of any Sponsors, the El Paso Rhinos, the El Paso Hockey Association, and their respective related companies, parents, subsidiaries, and affiliates, as well as any members of the immediate family (spouse, parents, siblings, and children) and household members of any such person may not participate in the Program.
- **PROXIMITY NOTICE.** PLEASE NOTE THAT THE PROGRAM IS OPEN TO ANYONE LIVING OUTSIDE OF THE EL PASO, TEXAS AREA WHO MEETS THE ELIGIBILITY REQUIREMENTS ABOVE. HOWEVER, MOST REWARD MERCHANDISE MUST BE PICKED UP AT THE EL PASO RHINOS STORE IN THE LOCATION. SOME REWARDS, SUCH AS GIFT CARDS, COUPON CODES OR OTHER DISCOUNTS MAY ONLY BE REDEEMED AT PARTICIPATING RETAILERS IN AND AROUND EL PASO, TEXAS. ALL PARTICIPANTS SHOULD CONSIDER THIS WHEN CHOOSING TO REGISTER FOR AND PARTICIPATE IN THE PROGRAM.

DURATION OF PROGRAM

- The Program will begin on October 1, 2016 at 12:00:01 a.m. Mountain Time (MT), and will end at 11:59:59 p.m. MT on April 30, 2017.
- The last day to earn points during the 2016-2017 Off-Season Program will be April 30, 2017 at 11:59:59 p.m. MT. All codes must be scanned or entered into the App by April 30, 2017 in order to get credit for the points.
- At the end of the Program Period, all unused points for the 2016-2017 Off-Season Program will expire and be unredeemable. Sponsors reserve the right to shorten, extend, suspend, modify, or cancel the Program, at its discretion, at any time.
- At the end of the Program Period, all point balances will expire, regardless of how many points have been earned.

ENROLLING IN THE PROGRAM/SMARTPHONE REQUIREMENTS

Eligible individuals may enroll in the Program by downloading the App made available by the El Paso Rhinos at <http://www.elpasorhinos.com/fans/app/>.

- The App will be available on the iPhone or Android mobile device platforms and any other platforms noted on the Site. Devices that run versions of the platforms other than the most current version may not be able to use the App.
- In order to access and use the App, participants must have a device that uses iPhone or Android platforms and that is capable of accessing the Internet through a wireless data plan and/or WiFi.
- Sponsors are in no way responsible for any cost associated with such a data plan, nor are sponsors responsible for any delays or technical difficulties that may arise from use of such a data plan.
- Devices that are not capable of accessing the Internet may not be able to take full advantage of the App.

Certain Code-earning activities and/or redemption processes may require additional functionalities for the devices.

- For example, certain activities may require the participant to enable GPS location services on their device or may require participants to have text message capabilities.
- Devices that are not capable of enabling such services may not be able to earn points for those Code-earning activities.

- Some points can be obtained only through scanning a QR Code, which will require a camera to be built into the mobile device.
- Participants are expected to know the limitations of their device, and sponsors assume no liability or responsibility for participants that use devices that cannot take full advantage of the App or the Program.
- Use of the App is limited to the devices and operating systems noted on the Site.
- Use of the App may entail message, data, and other charges from smartphone network providers.
- All such charges are the responsibility of the participant. Participants should consult their individual wireless network provider for details on applicable charges.

Once a participant has completed the registration process, s/he will be eligible to earn points. The number of points collected by each such participant will be recorded and tracked in the participant's Program account, which can be accessed through the App.

LIMIT

1 El Paso Rhinos account per person, mobile device, or e-mail address.

- The person who is the authorized account holder of the mobile device telephone number or the email account indicated when registering is the participant.
- In the event of a dispute as to the identity of the authorized account holder, the authorized account holder will be defined as the natural person who is assigned to a mobile telephone number (MTN) or email address by a telephone company, wireless service provider, Internet access provider, Internet service provider or other organization (e.g. business, educational, institution, etc.) that is responsible for assigning email addresses, telephone numbers or wireless phone numbers for the telephone exchange associated with the submitted telephone number/email address or the domain associated with the submitted telephone, as applicable.
- Participants may be requested to provide sponsors with proof that he/she is the authorized account holder of the MTN and/or email address associated with the winning entry.
- In the event of a dispute between authorized account holders of a MTN and an e-mail address used to register for a NAME account, the authorized account holder of the e-mail address will be deemed the participant.

EARNING POINTS

- QR Codes or Keyword codes (**Codes**) which can be entered into the App for points can be earned during the Program Period by attending games, making eligible purchases, or by engaging in any other eligible Code-earning activity.
- A description of the different methods for obtaining Codes as of the launch of the Program, point values for such activities, point caps and deadlines for entering/scanning Codes can be <http://www.elpasorhinos.com/fans/app/>.
- These methods may change throughout the Program.
- The list of Code-earning activities and related values, caps and deadlines will be available through the El Paso Rhinos App and on the Site.
- The most up-to-date information will be available through the App. The information on the Site may not be updated as frequently as the App and so may be inaccurate at times.
- The list of Code-earning activities may be updated, and certain Code-earning activities may not appear on the list.
- Once a participant has engaged in an eligible Program activity, that participant will be given a Code.
- Once the Code has been entered or scanned into the Program (as applicable), the corresponding number of points will be added to that participant's account.
- In the event that an eligible Program activity does not distribute a Code in either Keyword or QR Code format, instructions for obtaining the applicable points for that activity will be given.
- Sponsors reserve the right to change the number of points awarded for any particular Code-earning activity at any time during the Program.
- Sponsors may place limits on the number of times a participant can enter a Code/earn points in a particular way, the number of points a participant may earn in a given time period, the number of points a participant may earn for the duration of the Program, or any combination thereof.
- Sponsors may implement such limits at any time, for any reason, with or without providing notice.
- Participants may not purchase or otherwise acquire Codes from third parties and may not combine Codes obtained by others for deposit into a single participant's account.
- Participants may not share Codes with anyone, including posting Codes to the Internet. Doing so may result in the voiding of that Code and/or disqualification of that participant from the Program. Participants may not transfer or sell Codes under any circumstance, other than in programs authorized by sponsors. Any attempt to combine or transfer Codes or points without authorization will result in disqualification from the Program and forfeiture of all points in the participant's account.
- Sponsors reserve the right to take any action it deems appropriate in its sole discretion in the event that it believes (in its sole discretion) that any participant has violated any of these provisions.
- Sponsors may change, add, or remove the methods by which participants can earn Codes/collect points.
- Participants are responsible for the payment of all taxes that may result from the rewards received as part of the Program.
- Sponsors reserves the right to request validation of point redemptions if it deems such validation is necessary for the fair and equitable administration of the Program.
- Codes and/or redemption requests are void if (i) not obtained or submitted in accordance with these terms and through legitimate channels; (ii) any part of the Code or request is counterfeit, altered, defective, tampered with or irregular in any way; or (iii) obtained or submitted as the result of or in connection with a sale, transfer, or other method which sponsors, in its sole discretion, determines is in violation of these terms and the objectives of the Program.

- Participants must save the Code or other evidence of point accrual for at least 90 days after the date participant enters the Code, as it may be necessary to submit it later for verification.
- In its sole discretion, Sponsors may reverse points previously credited to a participant's account, if, upon sponsors' request, Codes cannot be properly verified.
- Sponsors' decisions regarding the awarding of points are final and binding. If sponsors determines that previously-verified Codes are invalid for any reason, sponsors reserves the right to remove the applicable credited points from the participant's account.
- Points may take up to 3 business days to be reflected in a Program account.
- If additional time is needed for any reason, sponsors may in its sole discretion to award points at a later date.
- If a participant believes that points were not properly accrued to his/her account, the participant must notify sponsors by sending an e-mail to info@elpasorhinos.com.
- The e-mail must specify the participant's name, address, phone number, Program username (email address used to register for the Program), the date of the Code-earning activity, the date and approximate time of Code submission into the App, and the number of points attributable to the Code-earning activity.
- This e-mail must be sent no later than 15 days after the date on which the Code for the points was earned.
- Sponsors are not responsible for late notifications about points not being credited to an account, and may choose to not award the points to the participant regardless of the reason for the failure.
- Sponsors reserve the right to investigate any claim of points not being credited to an account, and take whatever action it deems appropriate to ensure the fairness and proper administration of the Program.

REDEEMING POINTS

THE POINTS EARNED DURING THE PROGRAM PERIOD ARE ONLY ELIGIBLE FOR REDEMPTION DURING THE 2016-2017 SEASON. THE LAST DAY TO REDEEM POINTS WILL BE THE LAST DAY OF THE PROGRAM PERIOD. THE POINTS EARNED DURING THE PROGRAM PERIOD DO NOT CARRY OVER TO THE NEXT SEASON. ANY REMAINING POINTS ON YOUR ACCOUNT WILL EXPIRE AND BE FORFEIT UPON THE CONCLUSION OF THE PROGRAM PERIOD, IF UNUSED AS OF THAT DATE.

- The App will list the eligible rewards merchandise, the number of items currently available and the corresponding point values for each item. Periodically throughout the Program Period, sponsors may modify the list of redemption rewards and corresponding point values, at any time in its discretion.
- Additional terms for rewards may apply. These terms may be separately listed on the Program Site, in the App, or on the reward itself. Use of the reward is subject to compliance with such terms, and with these terms.
- All redemption rewards are final, and sponsors will not offer or accept any refunds, exchanges or returns of rewards.
- Physical rewards are awarded "as is" with no warranty or guarantee either express or implied by sponsors.
- Participants are solely responsible for all taxes and fees associated with receipt and/or use of items redeemed for reward points.
- All expenses, travel or other costs not expressly stated in the rewards merchandise description are the sole responsibility of the participant.
- For ticket rewards (if any), Sponsors are not responsible if any scheduled event is delayed, postponed or cancelled for any reason and reward recipient will not be reimbursed for tickets.
- Tickets may be subject to issuer's standard rain-check policies and procedures. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers, or certificates will not be replaced.
- By redeeming rewards for ticket reward merchandise, you agree to be bound by any terms, conditions and restrictions provided by the ticket issuer.
- Sponsors are not responsible if ticketholder does not use ticket on day of event.

VOUCHERS

For every several points earned, participants may also "unlock" additional rewards in the form of vouchers (**Voucher**) which can be redeemed for merchandise, discounts or other rewards, as determined by sponsors. Vouchers earned will automatically be emailed to participants at the email address provided during registration for the App. If you believe that you should have received a Voucher, but did not, please contact info@elpasorhinos.com.

EL PASO RHINOS PROMOTIONS

Designated sponsors may offer the ability for all or some Program participants to enter (or be automatically entered) into promotions for a chance to win a prize. The Official Rules for these Promotions will be provided in the announcement of the Promotion and/or will be located on the Site.

EL PASO RHINOS ACCOUNT MAINTENANCE/TERMINATION

- Each participant is responsible for ensuring the accuracy of his/her account and is encouraged to check his/her account regularly.
- Each participant is responsible for ensuring that the mailing address associated with his/her account is accurate and up to date.
- Sponsors are not responsible for non-receipt of a reward or Voucher that was shipped to the mailing address associated with a participant's account.
- Changes to accounts or account information may only be made by the participant to whom the account belongs.
- All participant accounts will expire at the end of the Program Period, and any points remaining in participant accounts will expire.

MODIFICATIONS AND TERMINATION OF THE PROGRAM

- Sponsors may modify any of the terms of the Program including, but not limited to, the duration of the Program Period, methods by which participants may earn Codes and collect points, the eligible products to be purchased, the number of points associated with rewards, the number of purchases through which participants may collect points, the number of points that may be redeemed through the Program, and any of the options made available to participants with respect to the Program, at any time, with notice, even though these changes may affect a participant's ability to accrue or use his/her points.
- Sponsors may terminate or temporarily suspend the Program at any time, for any reason, with notice, even though termination may affect a participant's ability to accrue or use his/her points.
- A participant's continued participation in the Program constitutes the participant's acceptance of any changes to these terms. Participants are responsible for remaining knowledgeable of any changes that sponsors may make to these terms. The most current version of these terms, which will indicate the date they were last updated, will be available at the Site and will supersede all previous versions of these terms.

GENERAL TERMS

- To learn how the personal information collected in connection with the Program may be used, participants should read sponsors' Privacy Policy for the Program, which is available <http://www.elpasorhinos.com/fans/rhino-rewards/>. The terms of Sponsor's Privacy Policy for the Program are incorporated herein by reference.
- Additional terms may apply to the Program Site or the App. Such terms are incorporated herein by reference.
- Sponsors reserve the right to discontinue the participation privileges of any participant who engages in any fraudulent activity or uses the Program in a manner inconsistent with these terms or with any federal, state or local, laws, statutes or ordinances. Discontinued participation privileges may result in the loss of all accumulated points. In addition, sponsors shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
- Sponsors reserve the right to rescind points credited to an account which were obtained as a result of fraudulent activity or technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network, hardware or software related issues.
- The Program is provided to individuals only. Corporations, associations or other groups may not participate in the Program. It is fraudulent for any individual or company, association, or group to direct, encourage, or allow individuals to use a single account for the purpose of accumulating points for combined use.
- Points are not the property of a participant and may be revoked at any time by sponsors as set forth herein. Points may not be transferred or assigned, except as specifically permitted by sponsors from time to time.
- Sponsors are not responsible for any incorrect or inaccurate information supplied by any participant participating in the Program.
- All questions or disputes regarding eligibility for the Program, collecting or redemption of points, or a participant's compliance with these terms will be resolved by the sponsors in its sole discretion.