

The “Jake Paul Speed of Light” Contest sponsored by Dave & Buster’s

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Contest may only be entered in or from the 50 United States, the District of Columbia and Puerto Rico and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States. You are not authorized to participate in the Contest if you are not located within the 50 United States, the District of Columbia, or Puerto Rico.

- 1. How to Enter.** During the Contest Period (defined below), visit Dave & Buster’s, play Speed of Light (optional), and take a photo or video of yourself with the game, then tag Dave & Buster’s on Instagram. @daveandbusters Instagram account must be tagged to enter.

If you choose to enter using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entry information, photos, videos, captions, tweets and posts shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below.

By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission will not infringe on any rights of any third parties; and (c) any third parties appearing in the Submission have given entrant appropriate consent to be photographed and used as permitted herein. Sponsor reserves the right to request releases from any third parties appearing in any Submissions at any time. Failure to produce third party releases upon Sponsor’s request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.

Providing a Submission constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

Entrants may also submit an entry by mail, send a note including SPEED OF LIGHT with your name and contact information by July 20, 2024 to: Dave & Buster's Store Support Center
ATTN: Operations 1221 S. Belt Line Rd. Ste 500 Coppel, TX 75019.

Limit one (1) Submission per person regardless of method of entry. Entrants are not permitted to submit a Submission more than once during the Contest Period. Duplicate Submissions by the same person will be subject to disqualification. Multiple entrants are not permitted to share the same email account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any email account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

2. Contest Entry Start/End Dates. Contest begins at 12:00:01 PM Eastern Time ("ET") on July 17, 2024 and ends at 11:59:59 PM ET on July 22, 2024 ("Contest Period").

3. Eligibility. Participation open only to legal residents of the fifty (50) United States, the District of Columbia and Puerto Rico. Void outside of the 50 United States, the District of Columbia, Puerto Rico, and where prohibited, taxed or restricted by law. Employees, officers and directors of Dave & Buster's, Inc. ("Sponsor") and its parent company, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Contest if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

4. Submission Guidelines and Content Restrictions: By entering the Contest, each entrant agrees that entrant's Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant or Submission from the Contest if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- The Submission may be a photo or video; video may not exceed 15 seconds in length.
- The Submission must be primarily in English.
- The Submission must include Speed of Light arcade game at Dave & Buster's

Content Restrictions:

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

5. Judging Panel/Judging Criteria. On or about Tuesday, July 23, 2024, all eligible Submissions will be judged by representatives of Sponsor. All Submissions will be judged based on the following equally-weighted judging criteria ("Judging Criteria"): (a) Originality; (b) Enthusiasm; and (c) Picture/Video Clarity. In the event of a tie, the highest score in the Originality criteria will determine winner (subject to confirmation).

6. Prize(s).

One (1) Grand Prize Pack: Autographed Event Poster signed by Jake Paul & Mike Perry. Free Dave & Buster's for a year; includes free gameplay per month for 12 months period beginning in

August. Sponsor will not replace any lost, mutilated, or stolen posters or certificates. Total approximate value of Grand Prize: \$1,000.00

Grand Prize is non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winner(s). Limit one prize per person or household.

Full mailing address must be provided to Sponsor in order to receive prize.

7. Notification. Potential winner(s) will be notified on or about Wednesday, July 24, 2024 and may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within twenty four hours (24 hours) of receipt. Additionally, winner(s) may be required to obtain releases from any and all third parties appearing in their respective Submissions. If any potential winner is considered a minor in his/her jurisdiction of residence, Affidavit of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian.

If any potential winner cannot be contacted within twenty four hours (24 hours) of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to an alternate (time-permitting). Upon prize forfeiture, no compensation will be given.

8. Conditions. BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN THE CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to

travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

9. Additional Terms. Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics, pandemics, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE CONTEST AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES 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 OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York County in the State of New York. The parties agree not to raise the defense of forum non conveniens.

12. Use of Contest Entries. Sponsor reserves the right to re-share contest entries on social media.

13. Name of Winner/List of Winners. To obtain a list of winners, send a self-addressed, stamped envelope by [August 20, 2024] to: Dave & Buster's Store Support Center ATTN: Operations 1221 S. Belt Line Rd. Ste 500 Coppell, TX 75019

14. Sponsor. Dave & Buster's, Inc., 1221 S. Belt Line Rd. Ste 500 Coppell, TX 75019.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, MOST VALUABLE PROMOTIONS.