

MICHAEL JACKSON CELEBRATION OF LIFE

Opportunity Terms and Conditions

NO PURCHASE OR PAYMENT REQUIRED TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN RHODE ISLAND, FLORIDA AND NEW YORK, AND WHERE PROHIBITED BY LAW.

INTRODUCTION. ENTER FOR AN OPPORTUNITY TO OBTAIN AN ADMISSION TICKET TO THE MICHAEL JACKSON CELEBRATION OF LIFE EVENT TAKING PLACE AT STAPLES CENTER/LA LIVE ON JULY 7, 2009 (the "Event"). Details on how to enter for an opportunity ("Opportunity") to receive an admission ticket ("Admission Ticket") are contained in these Official Rules.

TIMING. The Opportunity begins at 10:00 AM Pacific Time on Friday, July 3, 2009 and ends at 6:00 PM Pacific Time on Saturday, July 4, 2009 (the "Entry Period").

HOW TO ENTER. You may enter online. No other methods of entry will be accepted. Limit one entry per person or email address.

You can enter the Opportunity online during the Entry Period (as defined above), by logging on to <http://www.staplescenter.com/> and click on the registration link on the home page. Entries not received during the Entry Period will be void. Limit one (1) entry per person or per valid e-mail address. More than one (1) entry from any person or from any e-mail address) will void all entries from that person or e-mail address, as applicable. Any attempt by a person to enter more than once with multiple email accounts may result in disqualification at the discretion of L.A. Arena Company, LLC ("LAAC").

LAAC is not responsible for lost, late, incomplete, garbled, illegible, or misdirected entries, or for any error, human, technical or otherwise, which may occur in the processing of entries by LAAC or otherwise. Proof of sending will not be deemed to be proof of receipt. All entries become the exclusive property of LAAC and will not be acknowledged or returned. Any use of robotic, automatic, programmed or similar entry methods will void all such entries by such methods.

USE OF DATA. LAAC will be collecting personal data about participants when they enter the Registration Opportunity online. LAAC is entitled to use such personal data contained in all entry forms in accordance with LAAC's privacy policy. By participating in the Opportunity, entrants hereby agree to all personal information uses and disclaimers as explained in LAAC's Privacy Policy at <http://www.staplescenter.com>.

ELIGIBILITY. The Opportunity is open to participants who are at least 16 years of age or older at time of entry, excluding where otherwise prohibited by law, rule or regulation. Void where prohibited by law. Employees of LAAC, L.A. Arena Funding, LLC, LA Live Properties, LLC, LA Live Theatre, LLC and Anschutz Entertainment Group, Inc., and each of their respective affiliates, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees' families (defined as parents, children, siblings, spouse, and life partners).

AGREEMENT TO OPPORTUNITY TERMS AND CONDITIONS. Participation in the Opportunity constitutes entrant's full and unconditional agreement to and acceptance of these Opportunity Terms and Conditions and LAAC's Privacy Policy at <http://www.staplescenter.com> and to be contacted by telephone and/or email.

SELECTION OF POTENTIAL TICKET WINNERS. LAAC will choose 8,750 Ticket Winners who will be selected at random from all of the eligible entries received. Winners will be notified via email on or about Sunday, July 5, 2009 by 3:00 PM Pacific Time. LAAC's decisions as to all matters related to administration of the Registration Opportunity and selection of winners is final. Potential winners must comply with all terms and conditions set forth in these Opportunity Terms and Conditions, and winning and award of admission ticket is contingent upon fulfilling all requirements. If a potential Winner cannot be contacted on the first attempt to contact such potential winner, then an alternate winner will be selected and so on. Odds of winning a ticket depend on the number of eligible entries received during the entire Entry Period.

All potential Winners will receive an email from LAAC or its designee that they have been selected to receive two Admission Tickets for use by winner and one (1) guest to the Event at STAPLES Center or to a satellite location showing the main Event via live feed at LAAC's sole discretion. Upon receiving the winning notification email, each Winner must then follow all instructions in order to receive Admission Tickets which may include having to pick up their Admission Tickets at a designated location in Southern California. LAAC is not responsible for any travel or other expense associated with attending the Event or which may be involved with claiming the Admission Tickets. Admission Tickets does not include parking, meals, gratuities or any expenditures of a personal nature. Event is subject to cancellation or scheduling changes. If Event is cancelled all Admission Tickets will be cancelled and voided and no substitute ticket or prize will be awarded. (Estimated Retail Value of each Admission Ticket: US \$25.00).

Except where otherwise expressly noted in these Opportunity Terms and Conditions, the selection of all vendors, products and services is subject to the LAAC's sole and absolute discretion. Admission Tickets are nontransferable and non-exchangeable. No substitutions or cash redemption of Admission Tickets are permitted. Additional restrictions may apply. Any resale of Admission Tickets is not permitted and may result in Admission Tickets being voided.

All federal, state and local taxes related to the award of Admission Tickets is the sole responsibility of each Winner. All other expenses and costs, not expressly listed above, including but not limited to any taxes, and any other expense or cost, not expressly included above, is each Winner's sole responsibility. No refunds or credit for changes are allowed. Potential winner must execute and return an Affidavit of Eligibility/Release of Liability, Publicity ("Affidavit") and W9 within time designated by LAAC in order to claim Admission Tickets. **If Winner is under 18 years of age, Affidavit will require parent or legal guardian's signature.** Noncompliance within this time period may result in disqualification, and an alternate winner may be selected. Return of any notification from LAAC as undeliverable may result in disqualification and selection of an alternate winner.

GENERAL CONDITIONS. The Registration Opportunity is governed by the laws of the United States and the State of California, excluding conflicts at laws principles. All federal, state and local laws and regulations apply. Registration Opportunity is void where prohibited.

Participants in the Registration Opportunity and any guest of the Winner hereby consents to the exclusive jurisdiction and venue of California courts (state and federal) in Los Angeles County for any causes or controversies arising out of the Registration Opportunity. Except where prohibited by applicable law, each participant and any guest of the Winner waive any and all objections to jurisdiction and venue in these courts.

Except where prohibited by law, Winner grants to LAAC and its advertising agencies the right to use and publish Winner's photo, proper name, likeness, voice, opinions, biographical information and state in any media without additional compensation. Winner agrees that any Guest shall be required to do the same.

By entering, participants release, and indemnify and hold harmless LAAC, L.A. Arena Funding, LLC, LA Live Properties, LLC, LA Live Theatre, LLC and Anschutz Entertainment Group, Inc., and each of their respective subsidiaries, affiliates, directors, officers, employees and agents (collectively, the "Released Parties") from any and all liability for any injuries, loss or damage of any kind, including death, arising from or in connection with the Opportunity participant's submission or receipt or use and/or misuse of Admission Tickets.

Online entries are deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide LAAC with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry or is a resident of the United States. Admission Tickets will only be awarded to the authorized account holders.

If, in LAAC's sole discretion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Opportunity, or if technical difficulties, fraud or any other factor impairs or compromise the integrity of the Registration Opportunity, the LAAC reserves the right in its sole discretion to void any entries at issue (including disqualifying any individual who tampers or otherwise interferes with the entry process), and to cancel, terminate, modify or suspend the Opportunity, in whole or in part, at any time without notice. In the event of such cancellation, LAAC reserves the right to award Admission Tickets in a random drawing from all eligible entries received before the time of cancellation.

LAAC in no way promotes illegal acts, and any and all entries, which include or promote illegal acts will be disqualified.

Neither LAAC nor any of the other Released Parties assumes any responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of unauthorized access to, or alternation of, entries. Neither LAAC nor any of the other Released Parties is responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry received by LAAC on account of technical problems or traffic congestion on the Internet or at any web site, including <http://www.staplescenter.com/>, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Opportunity.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE LAAC MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND

SHOULD SUCH AN ATTEMPT BE MADE, THE LAAC RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

WINNERS LIST. Registration Opportunity results and copy of these Opportunity Terms and Conditions may be obtained by sending a self-addressed, stamped envelope to: "L.A. Arena Company, LLC, **Michael Jackson Celebration of Life**, attn: Sr. Communications Director, 1111 S. Figueroa Ave, Ste. 3100, Los Angeles, CA 90015. Results will be available after July 7, 2009. Requests for results must be received by July 31, 2009