USA Football Sweepstakes, Contests and Promotions: Official Rules

Updated October, 2023

These Official Rules apply to all sweepstakes, contests, and other promotions (collectively, Promotions) sponsored by USA Football, Inc. (USAFB). Individual Promotions may have specific rules that will govern in the event of a conflict.

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- <u>Eligibility requirements</u>. USAFB Promotions are available to individuals over the age of eighteen (18) at the time of entry that reside in the United States, except for residents of the state of New York, Florida, Rhode Island, and Arizona who may not participate. Other eligibility requirements are covered in the specific rules for Individual Promotions. Eligible participants may enter each Promotion only once. Employees of USAFB and their family members may not participate. Participants may not enter using fraudulent means, or in circumvention of these Official Rules, the rules of the Individual Promotions, or any other applicable rules or requirements. All federal, state, and local laws and regulations apply.
- 2. Entries. Methods of entry are covered in the specific rules for Individual Promotions. Incomplete entries will not be considered. Entries that violate these Official Rules, the rules of the Individual Promotion, or any other applicable rule, in USAFB's sole discretion, will not be considered. Entries must not violate the rights of any third party, including rights in patent, trade secret, publicity, trademark, or copyright, or any other proprietary right. Entries must not contain any materials that is or could be considered, in USAFB's sole discretion, defamatory, libelous, discriminatory, illegal, offensive, derogatory, threatening, profane, hateful, degrading, harassing, or otherwise objectionable. Participant must be the rightful owner of the account used to enter the Promotion. Participant must comply with any applicable third-party rules or regulations, such as host website requirements. Participants enter Promotions at their own risk, and USAFB is not responsible for any claims, of any kind and from any party, arising from Participants' participation in the Promotion(s). Proof of submission is not proof of entry. USAFB is not liable for any lost entries or entries not received by USAFB for any reason. Direct any questions, comments, or complaints to USAFB.
- 3. <u>Prizes</u>. Prize values depend on prizes selected or awarded. Winners will be notified of the approximate retail value (ARV) of prizes awarded; individual prizes will not exceed \$50 in ARV unless otherwise specified in the specific rules for an Individual Promotion. Prizes are not transferable and may not be exchanged for cash.
- 4. <u>Winner Selection and Notification</u>. Winners of Promotions involving sweepstakes will be selected at random at 4:00 pm eastern time on the last day of the applicable time period for the sweepstakes unless otherwise specified in the specific rules for an Individual Promotion. Winners of Promotions involving contests will be based on the skill noted in the rules of the Individual Promotion. Winners will be notified by email, within seventy-two (72) business hours of selection. Non-winning entries will not roll over into the next Promotion time frame. USAFB reserves the right to confirm eligibility before awarding a prize. Prizes not claimed in 10 (ten) calendar days will be forfeited. USAFB may, in its sole discretion, select another winner if the original winner forfeits the prize.

- 5. <u>Representations and Warranties; Indemnification</u>. Participants each represent and warrant that the entry is the Participant's own, wholly original, previously unpublished, and previously unproduced work, and it does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Participants shall indemnify and hold USAFB harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of Participant's participation in the Promotion as well as any breach or alleged breach of any of the warranties, representations or agreements of Participant reflected in these Official Rules, the rules of any Individual Promotion, and any other applicable laws, rules, or regulations.
- 6. <u>Grant of Rights</u>: Participants each grant to USAFB, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, modify, adapt, edit, sublicense, transmit, distribute, publicly perform, publish, delete or display Participant's entry and/or in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with any Promotions. Each Participant irrevocably waives any and all so-called moral rights they may have in their entry.
- 7. <u>Promotional Activities</u>. USAFB may ask winners to participate in promotional activities. If you participate in a Promotion and win a prize, you consent to USAFB's use of your name, image, likeness, biographical information, gestures, mannerisms, signature, photograph, and distinctive appearance for advertising, marketing, and promotional purposes without additional compensation beyond the prize offered. USAFB may send you a winner's affidavit to sign, and by participating in the Promotion and accepting the prize, you agree to do so, and to return the winner's affidavit as specified by USAFB.
- 8. <u>Odds of Winning</u>. Odds of winning depend on the number of participants that enter the Promotion.
- 9. General Terms. By participating in the Promotions, Participants agrees that the USAFB: (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from such participation, or from Participant's acceptance, receipt, possession and/or use or misuse of any prize, or from Participant's participation in any promotions related to the Promotion or being identified and/or promoted as a winner of a Promotion, and (ii) has not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. USAFB assume no responsibility for any damage to a Participant's (or anyone else's) computer system which is occasioned by Participant participating in the Promotions, or for any computer system, phone line, hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, USAFB is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, social media platforms or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or

announcement of the prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Promotions are not capable of running as planned, including, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, any incident of force majeure or or any other causes beyond the control of USAFB which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotions, USAFB reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Promotions, and, in the event of any termination or cancellation, select the winner from among all eligible, non-suspect entries received prior to the termination or cancellation provide a sufficient number of eligible entries have been received. Any attempt by a participant or any other individual to deliberately undermine the legitimate operation of the Promotions, or to annoy, abuse, threaten or harass any other person in connection with the Promotions, is in violation of criminal and civil laws and should such an attempt be made, USAFB reserves the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

- 10. <u>GOVERNING LAW</u>: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS OR SPONSOR IN CONNECTION WITH THE PROMOTIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF INDIANA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
- 11. <u>Privacy</u>. For information about how USAFB uses your personal information, please see our privacy policy, located at

https://assets.usafootball.com/documents/legal/USAFB_Privacy_Policy_2023.pdf.

- 12. <u>Winner's List</u>: For names of winners, send a self-addressed, stamped envelope by December 31 of the year in question to USAFB at the address indicated below.
- 13. <u>NO ASSOCIATION</u>. USAFB PROMOTIONS ARE IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY PARTICULAR PLATFORM, UNLESS OTHERWISE INDICATED. OWNERS OF SUCH PLATFORMS ARE RELEASED OF ALL LIABILITY BY EACH PARTICIPANT IN USAFB PROMOTIONS.
- 14. <u>Sponsor</u>. USA Football, Inc. is the sponsor of the Promotion unless otherwise indicated. USA Football is located at 45 N. Pennsylvania St., Ste. 800, Indianapolis IN 46204.