Ultimate Super Bowl Experience Instant Win and Sweepstakes

Welcome to the Ultimate Super Bowl Experience Instant Win and Sweepstakes (the "**Promotion**"), which consists of an Instant Win game (the "Instant Win Game") and a Sweepstakes (the "Sweepstakes"), sponsored by Panthers Football, LLC dba Carolina Panthers ("**Sponsor**"). **PLEASE READ THESE RULES CAREFULLY BEFORE USING ENTERING INTO THE PROMOTION.**

THERE IS NO PURCHASE OR PAYMENT NECESSARY IN ORDER TO ENTER OR WIN. ANY PURCHASE OR PAYMENT OF ANY KIND THAT YOU MAKE WILL <u>NOT</u> INCREASE YOUR CHANCES OF WINNING. THE PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS, AND IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

This Promotion is powered by Wit Labs, Inc. ("Wit") on behalf of Sponsor, and is accessible via the Wit website at witcontests.com, through a mobile device, or computer (collectively, the "Platform"). For the avoidance of doubt, Wit provides the Platform for the Promotion, but is not the sponsor for the Promotion.

As a legal requirement for participating in this Promotion as an entrant ("Entrant"), you ("You" or "Participant") hereby agree to be bound by these Rules (the "Rules") which form a legal contract by and between You and Sponsor. If You do not agree and consent to these Rules, please do not enter the Promotion or use the Platform. To participate in the Promotion, You must agree to the Wit Terms of Use. By creating and using a Wit account, you must read and agree to the Wit Terms of Use.

1. **Promotion.**

- 1.1 <u>Promotion Period.</u> **Promotion Start Date**: 11/29/2023 11:00 AM EST. **Promotion End Date**: 1/10/2024 11:59 PM PST. The Promotion will begin on the above Start Date, and will last through the above End Date ("**Promotion Period**").
- 1.2 <u>Rules.</u> By participating in the Promotion, Entrant unconditionally accepts and agrees to comply with and abide by these Rules, waives any right to claim ambiguity in the Rules or Promotion related advertising/materials and agrees that the decisions of Sponsor with respect to the Promotion and any prize awards shall be final and binding in all respects.
- 1.3 <u>Administration</u>. Wit, on behalf of Sponsor, performs the collection, submission or processing of Entrant entry forms ("**Entries**") as well as the overall administration of the Promotion. Entrant may contact Wit with any questions, comments or problems related to administration of the Promotion. Wit may be reached by email at team@witcontests.com.

2. **ELIGIBILITY.**

2.1 Non-eligible Entities. Persons under the age of 18 are not eligible to participate in the Promotion. Sponsor, and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies; and each of their respective officers, directors, employees, consultants and contractors (the "Sponsor Entities"), are ineligible to enter the Promotion or win any related prize. "Household Members" means those people who share the same residence as any Sponsor Entity for at least three (3) months during a given year. "Immediate Family Members" means parents, step-parents, legal guardians, children, step-

children, siblings, step-siblings or spouses of any Sponsor Entity. Household Members and Immediate Family Members of any Sponsor Entities are also not eligible to enter or win the Promotion.

3. HOW TO ENTER. Entrants may enter the Instant Win Game and Sweepstakes during the Promotion Period in the following ways:

- 3.1 <u>Instant Win Game</u>. During the Promotional Period, Entrants may enter the Instant Win Game by successfully transmitting and completed an online entry form as directed after visiting the Wit website at https://web.witcontests.com/panthers/giveaway/spin/verizon-super-bowl-231111 (the "Instant Win Game Landing Page"). In addition to entering the Instant Win Game, Entrants will be entered into the Sweepstakes.
- 3.2 Sweepstakes. During the Promotion Period, Entrants, over the age of 18 as of the start of the Promotion Period, may enter the Sweepstakes by visiting a participating Verizon store and scanning a Quick Response ("QR") code with your mobile device and successfully transmitting and completed an online entry form as directed after Wit website https://web.witcontests.com/panthers/scavenger/ultimate-super-bowlexperience-scav-hunt-231127 (the "Sweepstakes Landing page"). MAIL-IN: To enter without visiting a participating Verizon store, hand print your first and last name, complete mailing address, daytime phone number, date of birth, and email address on a 3" x 5" index card or piece of paper and place your entry into an outer-mailing envelope with proper postage affixed and mail it to: Ultimate Super Bowl Experience 800 S. Mint Street, Charlotte, NC 28202, to be postmarked by January 8, 2024 and received by January 11, 2024. Limit one (1) mail-in entry per stamped-outer envelope.
- 3.3 Limit one (1) Sweepstakes Entry and one (1) Instant Win Game Entry per person during the Promotion Period.
- 3.4 Entrants must fully complete and submit all non-optional data requested on the online entry forms to be eligible. Incomplete and/or inaccurate entries are void. All entries must include a valid email address for the Entrant.
- 3.5 Sweepstakes Entrant winners will be announced after successfully submitting the online entry form, and after the end of the Promotion Period.

4. PRIZES.

- 4.1 <u>Instant Win Game</u>. A predetermined number of unique Entrant winners (typically 5-10) will receive predetermined prizes or promotional offers. Prizes on the wheel being offered are: Two (2) \$100 Visa Gift Cards, two (2) Custom Jersey's (\$300), five (5) autographed items (\$750). Total value of all prizes: \$1,250. All non-winning Instant Win Game entries will receive one (1) 25% team store code.
- 4.2 <u>Sweepstakes First Prize</u>. One (1) Sweepstakes First Prize winner will receive one (1) \$500 Verizon Gift Card.
- 4.3 <u>Sweepstakes Grand Prize</u>. One (1) Grand Prize Winner will receive (1) Super Bowl LVIII prize package which consists of two (2) tickets to Super Bowl LVIII in Las Vegas in February 2024, one (1) double occupancy hotel room at a hotel of Sponsors choosing in Las Vegas, NV and two (2) round trip airfare tickets from a major airport nearest winner's home to Las Vegas, NV. Approximate Retail Value:

- \$7,500. Transportation while in the destination city and food and beverage is the winner's sole responsibility. Super Bowl LVIII ticket seat locations and other details will be determined by the Sponsor in its sole discretion. Winner and guest must comply with all venue rules and regulations. Failure to do so may result in forfeiture of such portion of the prize and removal from event. Released Parties reserve the right to remove or to deny attendance to any winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at a game or any event. The tickets are subject to the terms and conditions specified thereon. If unused, tickets cannot be returned, refunded or exchanged for cash value or substitute tickets. In the event the game is postponed and rescheduled, the winner will receive tickets to the rescheduled game. In the event the game is postponed and not rescheduled, Sponsor will provide a prize of equal or greater value and Sponsor will have no further obligation to winner.
- 4.4 Prizes cannot be transferred, redeemed for cash or substituted by an Entrant. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater estimated value if a prize described in these Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated value of the prize represents Sponsor's good faith determination. That determination is final and binding, and cannot be appealed. If the actual value of the prize turns out to be less than the estimated value, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Sponsor will not replace any lost or stolen prize items.
- No Automated Entries. All automated or robotic Entries submitted by individuals or organizations will be disqualified. All Entries by Entrants must be made manually by such Entrants. Any attempt by an Entrant to submit multiple Entries by using multiple/different email addresses, phone numbers, identities, registrations, logins or any other methods will void such Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to the eligibility verification of these Rules. All Entries must be submitted by the end of the Promotion Period in order to participate. Wit's database clock will be the official timekeeper for this Promotion.
- Winner Notification. The Instant Win Game winners will be notified immediately after playing the Instant Win Game. Sweepstakes winner(s) will be notified by e-mail a on or about January 12, 2024. Sponsor and/or Wit are not responsible for any delay or failure to receive notification for any reason, including inactive account(s), technical difficulties associated therewith, or an Entrant's failure to adequately monitor the Wit app or website. Any winner notification not responded to by the Entrant, or returned as undeliverable may result in prize forfeiture. The potential prize winner(s) may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents"). No substitution or transfer of a prize is permitted except by Sponsor.
- 7. <u>Intellectual Property Ownership.</u> Participant agrees that Sponsor shall be the exclusive owner of such Entry and all rights therein. Sponsor's ownership includes without limitation the rights to: i) exhibit, broadcast, use, reproduce, distribute, perform and license others to use all or any part of the Entry; ii) edit or modify the Entry in any manner, or combine same with any other materials; and iii) use and license third parties to use the Entry and/or

any portion thereof in any manner of exploitation.

- 8. Privacy. Personally identifiable information that is submitted by Entrant as part of this Promotion will be used to administer the Promotion, select and announce the winner. Participant hereby waives any claims that Participant may have or acquire against the Sponsor for libel, slander, invasion of privacy, copyright or trademark violation, moral rights, right of publicity, rights of privacy, or false light arising out of or in connection with the Sponsor's or anyone else's use of the Entry. Participant agrees that this waiver of privacy rights and constitutes a valid consent to uses of any Personally Identifiable Information ("PII") as may be required under applicable data protection laws. Any PII that you provide in participating in the Promotion is subject to the privacy policies of the Sponsor and Wit. Please review the Sponsor privacy policy https://www.panthers.com/about-us/privacy-policy and the Wit privacy policy at Wit Privacy Policy. By entering the Promotion, you grant Sponsor and Wit permission to share your email address and any other personally identifiable information with the other Promotion partners for the purpose of administration and prize fulfillment, including use in a publicly available winners list. Participant hereby grants to Sponsor the non-exclusive, worldwide, perpetual, assignable, sublicensable and irrevocable right to include Participant's name, title, image, likeness, movements, voice, conversations, sounds and performances in connection with any use or publication of the Entry by Sponsor.
- 9. <u>Indemnification</u>. Participant (the "Indemnifying Party") shall indemnify Sponsor, Wit, Verizon Communications Inc. ("Verizon"), and their parent companies, subsidiaries, affiliates, owners, officers, directors, shareholders, agents and employees (each, an "Indemnified Party") from and against any and all losses, costs, damages, injuries, awards, judgments and liabilities, including but not limited to legal and professional fees, costs, and expenses ("Losses"), incurred by the Indemnified Party as a result of any claim, suit, proceeding or cause of action asserted against the Indemnified Party by a third party ("Claim") and shall defend the Indemnified Party against any such Claims arising from: i) any copyright, patent and/or trademark infringement, unlawful disclosure or use or misappropriation of a trade secret or other intellectual property right owing to the Indemnified Party's use of the Content submitted by such Indemnifying Party; or ii) any material breach of these Rules by the Indemnifying Party.
- 10. <u>Limitation Of Liability</u>. IN NO EVENT SHALL SPONSOR, VERIZON, OR WIT BE LIABLE TO ENTRANT FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SPONSOR OR WIT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Sponsor, Verizon, and Wit further assume no responsibility or liability for:
 - 10.1 any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions;
 - 10.2 any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion;
 - 10.3 any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers

- or providers utilized in any aspect of the operation of the Promotion;
- 10.4 inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof;
- 10.5 suspended or discontinued Internet, wireless or landline phone service; or
- 10.6 any injury or damage to Entrant's or any other person's computer or mobile device while participating in the Promotion or downloading of any materials in the Promotion.
- 11. DISCLAIMER. If, for any reason, the Promotion is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total estimated value as set forth in these Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Wit shall not have any liability to any Entrant in connection with a canceled Promotion.
- 12. These Rules shall be governed by the laws of the State of North Carolina and the parties agree to personal jurisdiction and convenient forum therein. If any provision of these Rules is deemed unenforceable, such provision shall be severable and deemed null and void, and the remainder of the Rules shall remain in full force and effect. The failure of either party to insist upon the performance of any provision herein will not be construed as a waiver of such provision.
- 13. Winners List. For the names of the winners (available after 1/31/24), send a self-addressed, stamped envelope to be received by 2/15/2024 to: **Ultimate Super Bowl Experience**, C/O Carolina Panthers, 800 South Mint Street, Charlotte, NC 28202..
- 14. CONTACT. Sponsor: <u>Kendall.Leatherman@panthers.nfl.com</u> Wit: team@witcontests.com