

## OFFICIAL RULES

### CINCINNATI BENGALS x COTTONELLE "OVER/UNDER" SOCIAL CONTEST

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. BY ENTERING INTO OR PARTICIPATING IN THE CONTEST YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES.**

The Sponsor of this Contest is Kimberly-Clark Global Sales LLC (the "Sponsor"), with its principal place of business located at 2300 County Road II, Neenah, WI 54956. The Administrator of this Contest is Cincinnati Bengals, Inc. (the "Administrator" or "Bengals"), an Ohio corporation, with its principal place of business located at located at One Paul Brown Stadium, Cincinnati, OH 45202.

1. **ELIGIBILITY; DURATION:** The Cincinnati Bengals x Cottonelle "Over/Under" Social Contest (the "Contest") is open to all natural persons who are (a) legal residents of the continental United States, except: AZ, CO, CT, MD and ND and (b) at least 18 years old at the time of entry. Void where prohibited.

2. **EXCLUSIONS TO ELIGIBILITY:** Employees, officers, directors, agents, and representatives of the Sponsor and Bengals, and their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, advertising and promotion agencies, prize providers and their immediate family members and/or those living in the same household of each are not eligible. An "immediate family member" is defined to mean spouse, parent, grandparent, child or sibling.

3. **HOW TO ENTER:** The Contest begins Wednesday, November 1, 2023 at 10:00 a.m. Eastern Time and ends Monday, January 1, 2024 at 5:00 p.m. Eastern Time ("Contest Entry Period"). Administrator is the official time keeper of this Contest. The Contest is governed by these Official Rules and is subject to all applicable federal, state, and local laws. During the Contest Entry Period, Entrants may enter the Contest by quote tweeting, replying or commenting on the appropriate Bengals post on Twitter, Facebook and Instagram. Reply post must include #TeamOver or #TeamUnder and #Contest and tag @Bengals and @Cottonelle. Neither Administrator nor Sponsor, nor their respective officers, directors, shareholders, employees, and agents are responsible for incorrect or inaccurate transcription of entry information. To participate without downloading Twitter, Facebook or Instagram, an eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, telephone number and home ZIP code on a 3½x5" card ("Mail-In Entry") and mail it with a photo of Entrant (and no other person) with sufficient postage to: Cottonelle "Over/Under" Contest - A1-SK; 1 Paycor Stadium, Cincinnati, OH 45202. All Mail-In Entries must be received on or before Monday, January 1, 2024. Use of any automated system to participate is prohibited and will result in disqualification. Entries that are incomplete, illegible, damaged, destroyed, late, misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from any and all Contest, at the Administrator's sole and absolute discretion. Attempts made by the same individual to submit multiple entries by using multiple emails, addresses, accounts or other means may be disqualified. Entries generated by any automated means are void and may be disqualified.

To receive an Instagram or Twitter Entry, you will need to have your own individual Instagram or Twitter account. If you don't already have an Instagram account and wish to enter via Instagram, download the Instagram app on your mobile device and follow the directions to create an account; creating an Instagram account is free. Please note that you must agree to comply with the Instagram terms (<http://instagram.com/about/legal/terms/#>) in order to create an Account. **When posting on Instagram using a mobile device, message and data rates may apply. Consult your service provider's plan prior to entering via a mobile device.** If you don't already have a Twitter account and wish to enter via Twitter, you may create an account free of charge at [www.twitter.com](http://www.twitter.com). Twitter accounts are subject to all terms imposed by Twitter, as noted on Twitter's website.

By submitting your Entry, you represent that your Entry conforms to the submission guidelines set forth below and with all of these Official Rules, and agree that the Administrator, in its sole discretion, may remove your Entry and disqualify you from the Contest if it believes, in its sole discretion, that your Entry fails to conform to the submission requirements or to these Official Rules in any way. You may enter as often as you wish, but each Entry must be different and submitted separately.

#### 4. Conditions of Submission:

##### a. Submission Guidelines:

1. The Entry submitted must be created by the entrant alone.
2. The Entry must be entrant's original creation; modifying, enhancing or altering a third party's preexisting work does not qualify as an entrant's original creation.
3. The Entry must his/her choice of #TeamOver or #TeamUnder.
4. Photographs submitted via the Website Entry method may be in color or black-and-white. Photos must be formatted as .jpg, or .png files, and can be a maximum of 5 MB in size.

5. Videos submitted via the Website Entry method must be uploaded in one of the following formats: .mov, .avi, .mkv, .mp4, .m4v, .mpg, .mpeg, .wmv and .3gp and must be between one (1) and two (2) minutes long and no more than 150 MB in size.
  6. Twitter and Instagram Entries must tag @Bengals and @Cottonelle include the hashtags #TeamOver or #TeamUnder and #Contest
  7. All Entries must be in English.
- b. **Additional Conditions of Submission:** Any Entry which Administrator, in its sole opinion, deems to be inappropriate for publication or inclusion in this Contest will not be considered or displayed and the corresponding entrant will be disqualified. Entry cannot, in the opinion of the Administrator: (i) be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) be obscene or offensive, endorse any form of hate or hate group; (iv) defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; (v) contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (vi) contain copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (vii) **except for incidental usage, as determined solely by Administrator, contain or reference trademarks, logos (except Sponsor's or Administrator's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's or Administrator's) of any kind, without permission;** (viii) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; or (ix) be in violation of any law.

By submitting an Entry each Entrant represents and warrants that: (i) his/her Entry is the sole and exclusive property of the Entrant; (ii) the Entry is an original creation of the Entrant; (iii) Entrant owns or otherwise has rights to use all elements of the Entry; (iv) the Entry has not been copied in whole or in part from any other work; (v) the Entry does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person or entity (including but not limited to rights of privacy or publicity or portrayal in a false light); (vi) the participants depicted in the Entry (if any) have given written consent to its submission into the Contest and use as contemplated by these Official Rules and entrant can supply proof of permission if requested by Administrator; (vii) Entrant is the parent or legal guardian of all persons under the age of majority in the jurisdiction in which they reside who appear in the Entry (other than entrant, if applicable); (viii) the Entry has not been previously published; (ix) publication of the Entry via various media including web posting, will not infringe on the rights of any third party. Each entrant will indemnify and hold harmless, the Released Parties from any claims to the contrary.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITES, IN SPONSOR'S DISCRETION. Posting of an Entry is not an indication that the Entry has won a prize or is otherwise eligible for a prize. **Rights Granted: To the maximum extent permitted by law, your Entry will be the property of Administrator, and may be displayed, used or altered by Administrator (or anyone Administrator authorizes) for any purpose without any kind of payment to you. It also means that Administrator or any of their affiliates may produce, market, sell or otherwise distribute products based on (in whole or in part) your Entry. This means you irrevocably and forever grant and assign to Administrator all worldwide right, title, and interest in and to your Entry (and all works derived from it) as well as all intellectual property you create by participating in the Contest. You expressly waive all rights to review or approve any use that Administrator makes of your Entry in accordance with these Official Rules. By entering, you further agree to waive all rights of attribution and integrity if your Entry is used by Administrator or anyone Administrator authorizes, and to waive any moral rights in the Entry.**

By entering the Contest, you agree that your Entry is gratuitous, unsolicited and without restriction, and will not place Administrator under any obligations other than those contained in these Official Rules, and that Administrator is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to you. You further acknowledge that Administrator does not waive any rights to use similar or related ideas previously known to Administrator, developed by its employees or obtained from sources other than you. Administrator reserves the right to, and may or may not, monitor/screen Entries prior to posting them to the Website.

By entering the Contest, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your Entry or for granting the Administrator any of the rights set out in these Official Rules. You further acknowledge that Administrator is not obligated to make use of any of the rights granted in these Official Rules.

Any waiver of any obligation hereunder by Administrator does not constitute a general waiver of any obligation to entrants. Administrator reserves the right, in their reasonable discretion, during or upon completion of the Contest Entry Period, to request that any Entrant resubmit his or her Entry prior to any voting or judging period.

Limit one (1) entry per Instagram account or Twitter account. Entrants found to use multiple accounts to enter may be disqualified.

5. **WINNER/PRIZE:** One (1) Grand Prize winner will be chosen by a representative of Administrator on Tuesday, January 2, 2024 based on, in Administrator's sole discretion, the originality (50%) and creativity (50%) of the photo or video posted to Instagram and/or Twitter. Grand

prize winner to receive (i) four (4) tickets to the Cincinnati Bengals home game versus the Cleveland Browns, (ii) four (4) sideline passes, and (iii) one (1) autographed football signed by a member of the Cincinnati Bengals 2023 roster. Approximate Prize Value is \$3,692. **TRANSPORTATION AND HOTEL ARRANGEMENTS ARE NOT PROVIDED.** The Prize is non-transferable and awarded "as is" with no warranty or guarantee, either express or implied by Administrator. If potential Winner is unable to attend the game on the date specified in these Official Rules, the Prize will be forfeited and no other compensation will be provided.

Winner will be notified by direct message on Twitter and/or Instagram, depending on Entrant's mode of entry after the close of the Contest. If the Administrator is unable to reach a potential Winner via direct message within 48 hours after a potential Winner is selected or if a message is not returned within 24 hours, or if a potential Winner declines a Prize for any reason, then that potential winner will be disqualified and an alternate potential Prize Winner may be selected based upon the Contest judging criteria at Administrator's discretion.

As a condition to eligibility to claim any Prize, potential Winner and his/her guests may be required in Administrator's sole discretion to execute an affidavit of eligibility and any further liability and publicity waivers or other documents required by Administrator. Failure to submit any required documents within the time period specified by Administrator, or any other noncompliance with these Official Rules, may result in disqualification and Prize forfeiture. A winning Participant is solely responsible for reporting and paying all applicable federal, state and local taxes related to the Prize. The value of the Prize awarded to a winner will be reported for tax purposes as required by law. A winning Participant may be required to submit his/her social security number or taxpayer ID to Administrator in order to claim a Prize.

Administrator reserves the right to substitute any Prize with another of equal or greater value. All state, federal, and local taxes or other expenses not specified herein are the sole responsibility of the Winners. No substitutions or cash redemption will be made except in Administrator's sole discretion. Prizes are non-transferable and non-assignable unless otherwise agreed at Administrator's sole discretion.

All costs and expenses associated with the Prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities, taxi and ground transportation and other expenses incurred by accepting the Prize, are the sole responsibility of the Winner, unless otherwise agreed to in writing by the Administrator in its sole discretion. Specific dates, games and/or locations (as applicable) for any game tickets shall be determined in the Administrator's sole discretion.

Winners' guests must be of legal age of majority in his/her jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by the Winner who is their parent or legal guardian, unless otherwise agreed by Administrator in its sole discretion.

The terms and conditions of tickets awarded as part of any Prize will govern in the event a legal game, event or exhibition, as defined by the National Football League, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each Winner and his/her guest(s) agree to comply with all applicable stadium regulations in connection with the Prize.

6. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL ENTRANTS FOREVER RELEASE, HOLD HARMLESS DISCHARGE, AND COVENANT NOT TO SUE ADMINISTRATOR, SPONSOR, PRIZE PROVIDERS, THE NATIONAL FOOTBALL LEAGUE AND ANY ONE INVOLVED IN THE DEVELOPMENT AND EXECUTION OF THE CONTEST, AS WELL AS EACH RESPECTIVE PARTIES' OWNERS, EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, SHAREHOLDERS, CONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASED PARTIES") FOR AND FROM ANY AND ALL CLAIMS, DEBTS, LIABILITIES, DEMANDS, OBLIGATIONS, COSTS, FEES, EXPENSES, ACTIONS, CAUSES OF ACTION WHATSOEVER, OF EVERY NATURE, CHARACTER AND DESCRIPTION (COLLECTIVELY, "CLAIMS"), KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY RELATED TO THE CONTEST, THESE OFFICIAL RULES, ENTRANT'S ENTRY, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE. IN ADDITION, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH: (I) INCOMPLETE, LOST, LATE, MISDIRECTED OR ILLEGIBLE ENTRIES OR FOR FAILURE TO RECEIVE OR PROCESS ENTRIES DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION, HUMAN, TRANSMISSION, OR TECHNICAL PROBLEMS, FAILURES, OR MALFUNCTIONS OF ANY KIND, WHETHER ORIGINATING WITH SENDER OR OTHERWISE, THAT MAY LIMIT AN ENTRANT'S ABILITY TO PARTICIPATE IN THE CONTEST; OR (II) ANY INJURY OR DAMAGE RESULTING FROM PARTICIPATION IN THE CONTEST AND/OR THE USE OR MISUSE OF A PRIZE (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, OR ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES RELATED TO OR BASED ON THE ENTRANT'S RIGHTS OF PUBLICITY OR PRIVACY, OR THE ENTRANT'S CLAIM THAT HE OR SHE HAS SOMEHOW BEEN DEFAMED OR PORTRAYED IN A FALSE LIGHT.) ENTRANT REPRESENTS AND WARRANTS THAT HE OR SHE OWNS AND/OR HAS THE AUTHORITY TO RELEASE THE CLAIMS STATED HEREIN.

THE NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, NFL VENTURES, L.P., NFL PROPERTIES LLC, NFL ENTERPRISES LLC, NFL PRODUCTIONS LLC AND NFL INTERNATIONAL LLC AND EACH OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, THE "NFL ENTITIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THIS CONTEST OR ANY PRIZE AWARDED. THE NFL ENTITIES, OTHER THAN THE CINCINNATI BENGALS, INC., HAVE NOT OFFERED OR SPONSORED THIS CONTEST IN ANY WAY.

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AN ENTRANT OR A WINNER BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH ENTRANT AND WINNER HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO THE CONTEST, THESE OFFICIAL RULES, ENTRANT'S ENTRY, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ENTRANT.

7. PUBLICITY: By entering the Contest or claiming a Prize, each Entrant irrevocably grants the Released Parties the right to use each such Entrant's entry, name, photograph, image, video, biographical information, and any written or oral comments about the Contest or Prizes in any and all media and form for any purpose, including, without limitation, advertising and promotional purposes, without further compensation, and each Entrant hereby releases the Released Parties from any liability with respect thereto, except where prohibited. By entering this Contest or claiming a Prize, Entrant permits the Released Parties to utilize Entrant's contact information provided by Entrant to contact Entrant for any reason via phone, email, and/or mail, as applicable. The Administrator will collect personal data about entrants in accordance with its privacy policy located at <https://www.bengals.com/team/privacypolicy>. By entering into or participating in the Contest, you agree to the Administrator's collection and usage of your personal information in accordance with such privacy policy.

8. RESERVATIONS: Administrator reserves the right, in its sole discretion, to cancel, modify or suspend the Contest at any time for any reason in its sole discretion. All participants, as a condition of entry, agree to abide by and be bound by these Official Rules. Administrator reserves the right to permanently disqualify and/or revoke a Prize from any person it believes has violated these Official Rules or has acted in a manner that is, in the Administrator's discretion, offensive, harassing, threatening, repugnant, or violent at any time. Entrants further agree to not knowingly damage or cause interruption of the Contest and/or prevent others from using the Contest. All decisions of the Bengals shall be final and Entrants waive any right to challenge any decisions made by the Bengals.

9. GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANTS, SPONSOR, ADMINSTRATOR OR RELEASED PARTIES IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

10. VENUE: Each Entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a state or federal court located in Hamilton County, Ohio. Entrants hereby consent to the exclusive jurisdiction of such court.

11. SEVERABILITY. If any provision(s) of these Official Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Administrator reserves the right in its sole discretion to supplement or make changes to these Official Rules without notice.

12. SOCIAL MEDIA DISCLOSURE. Although this Contest may be advertised on the Facebook pages, Twitter accounts, Instagram accounts or other social media platforms of Administrator or another, this Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or other social media platforms. Participants are providing their information to the Administrator and not to Facebook, Twitter, Instagram or other social media platforms. The information a Participant provides will only be used by the Administrator. By entering, Participants provide a complete release of Facebook, Twitter or Instagram or other social media platforms from any and all responsibilities implied or provided by the Administrator and that this Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or other social media platforms.

13. COPY OF OFFICIAL RULES OR WINNERS LIST: For a copy of the Official Rules or a list of the Winners after the end of the Contest, please send a self-addressed, stamped envelope) to: Cincinnati Bengals, Attn: Cottonelle "Over/Under" Contest - A1-SK; 1 Paycor Stadium, Cincinnati, OH 45202.