

**SAN FRANCISCO FORTY NINERS FOUNDATION
50/50 RAFFLE**

OFFICIAL RULES (EFFECTIVE AUGUST 19, 2023)

OPERATOR: The 49ers Foundation 50/50 Raffle (the “Raffle”) is operated by San Francisco Forty Niners Foundation (the “Operator”). The Operator has been assigned the following registration number: 2023-03.

1. **ELIGIBILITY:** The Raffle is open only to all persons eighteen (18) years of age or older attending a home game of the San Francisco 49ers at Levi’s® Stadium in Santa Clara, CA (the “Stadium”). Employees of the National Football League (the “NFL”), its member clubs (including, without limitation, the San Francisco 49ers), Forty Niners Football Company LLC, Forty Niners SC Stadium Company LLC, Forty Niners Stadium Management Company LLC, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC and each of their respective parents, subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the “NFL Entities”) or other companies associated with the operation of the Raffle, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Raffle is subject to federal, state, and local laws and regulations, including but not limited to, the California Department of Justice’s Major League Sports Raffle Program, and is void where prohibited.
2. **AGREEMENT TO OFFICIAL RULES:** Participation in the Raffle constitutes entrant’s full and unconditional agreement to and acceptance of these official rules (“Official Rules”) and the decisions of the Operator, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. If you have any questions related to these Official Rules or the Raffle, please contact Morgan Cutter at (408) 712-4419 or email raffle@49ers.com.
3. **HOW TO PURCHASE:** Raffles will be conducted at San Francisco 49ers home games at the Stadium throughout the 2023 NFL Season hosted at Levi’s® Stadium. Operator reserves the right not to conduct a Raffle at any particular game during the season. Raffle tickets shall be sold within the ticketed areas of the Stadium from (A) the opening of the Stadium gates through (B) the seven-minute (7:00) point of the 4th quarter of such game. Levi’s Stadium is a cashless venue. Tickets may be purchased with debit card, credit card, or Apple Pay. Each ticket is a receipt for the entrant and will reflect the number of entries for that game’s raffle purchased in a single transaction. Each ticket will include unique raffle draw numbers for each entry purchased. Entrants may purchase as many tickets as they wish, subject to availability. All sales are final and no refunds will be made under any circumstance. A raffle ticket is not transferrable or assignable from its purchaser to any other person. Raffle ticket purchases are not donations and are not tax deductible.
4. **PRICING:** Raffle tickets are priced as follows:

TEN (10) TICKETS FOR \$25.00

FORTY-NINE (49) TICKETS FOR \$49.00

ONE HUNDRED AND FORTY-NINE (149) TICKETS FOR \$100.00

5. **WHERE TO PURCHASE:** Raffle tickets may be purchased from a Raffle team member roaming throughout the Stadium or at the following kiosk locations at the Stadium:

KIOSK (1): SECTION 101

KIOSK (2): SECTION 107

KIOSK (3): SECTION 123

KIOSK (4): SECTION 130

KIOSK (5): SAP Tower Gate B (pre-game only)

KIOSK (6): United Club

KIOSK (7): Dignity Health Plaza

KIOSK (8): Levi's Club

KIOSK (9): Yahoo Zone Gate A / Intel Plaza

6. **SELECTION OF WINNER:** Every transaction is electronically tallied. The running total is periodically displayed and updated on the scoreboard and at various locations throughout the Stadium. Each raffle ticket produces a counterfoil for each purchased raffle draw number, which will be intermixed into a raffle barrel located at the Stadium. The winning raffle draw number is selected by a random manual drawing of counterfoil tickets from the raffle barrel. Prior to conducting the manual draw, the prize amount will be determined. One (1) grand prize winner (the "Winner") will be selected from eligible entries during the 4th quarter of each game at which Operator offers a Raffle. The winner need not be present to claim the grand prize. The winning code shall be announced and displayed at the Stadium Prize. The winning code will also be posted online at: <https://www.49ers.com/foundation/programs/50-50>. Operator is not responsible for postponement or cancellation of the game. Operator will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the game. In the event the Raffle is postponed or cancelled, Operator shall determine the manner in which it shall award the grand prize, if at all, in its sole discretion.

7. **PRIZE REDEMPTION AND CLAIM PERIOD:** A winning Raffle prize must be claimed by presenting the winning Raffle ticket to the designated Raffle staff in-person by the end of the game, or by sending a digital copy to raffle@49ers.com followed by mailing the physical ticket to the Operator's office or by presenting the ticket at the Operator's office at 4949 Marie P. DeBartolo Way, Santa Clara, CA 95054 during normal business hours Monday through Friday 10:00am - 5:00pm. Winner shall have until thirty (30) days after the day of the applicable drawing to claim the grand prize or the grand prize will be forfeited by Winner. Operator is not responsible for lost or mutilated tickets and none will be replaced. The winning original Raffle ticket is the only valid receipt for claiming the grand prize. All prize details will be determined by the Operator in its sole discretion. Prizes are not transferable or refundable and must be accepted as awarded by winner. No other substitution may be made, except by the Operator, who reserves the right to substitute a prize (or component thereof) with another prize (or

component thereof) of equal or greater value if the prize is not available for any reason as determined by the Operator in its sole discretion. In the event that the grand prize is forfeited by the Winner, the grand prize will be donated to the designated beneficiary for that game.

8. **REQUIREMENTS OF POTENTIAL WINNERS:** A person presenting a winning raffle ticket will be required to present identification, complete an Affidavit of Eligibility and Release and required tax forms (supplying a valid social security number), and supply any other information requested by the Operator necessary to determine eligibility and comply with applicable laws. Upon completion of the corresponding paperwork and verification of eligibility, the Operator will mail a check in the winning prize amount to the winner within approximately (30) thirty days. A potential winner may be required to complete a publicity release where permitted by law. If a potential winner fails to complete all requirements set forth herein, the potential winner shall forfeit the grand prize. Winner is responsible for all costs and expenses associated with prize acceptance. Prize will be reported as income to the winner and the winner will be responsible for all federal, state and local taxes associated with the receipt of any prize.
9. **PRIZES:** One (1) grand prize will be awarded in the amount of one half of the total amounts collected from the sale of raffle tickets by the Operator on the day of the Raffle. The Winner will be subject to any tax withholding requirements established by the Department of the Treasury, the Internal Revenue Service or the State of California Franchise Tax Board. Prizes will be reported as income to the Winner and the Winner will be responsible for all federal, state and local taxes associated with the receipt of any prize. The Raffle is governed by California law through the Department of Justice's Major League Sports Raffle Program. All winners will be subject to any tax withholding requirements established by the Department of the Treasury, the Internal Revenue Service or the State of California Franchise Tax Board. The Operator may complete and file IRS form W-2G and FTB Form 592, and withhold federal income tax of 24% and California income tax of 7% from the winner's proceeds in accordance with IRS and FTB guidelines and regulations for prizes at \$600 and above for federal income tax withholding purposes, and for prizes at \$1,500 and above won by non-California residents for California income tax withholding purposes. Prize winners who are non-resident aliens for tax purposes will be subject to all applicable withholding and reporting requirements. Except as provided herein, each Raffle winner assumes all responsibility for any state, county or Federal taxes, fees or withholdings. Each winner is advised to consult his/her own tax advisor(s) with respect to the liabilities that may arise from winning a prize in the 50/50 Raffle. **Entrant acknowledges that the prize amount may vary by up to one-percent (1%) from the announced amount after the winning number is posted due to technology problems and Entrant agrees that the Operator is not responsible for the difference between these values.**
10. **PRIVACY AND PUBLICITY:** Except where prohibited, participation in the Raffle constitutes an entrant's consent to the Operator's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
11. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Raffle is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Operator may, in its sole discretion, either (a) suspend the Raffle to address the impairment and then resume the Raffle in a manner that best conforms to the spirit

of these Official Rules or (b) award the grand prize as accumulated from among the eligible entries received up to the time of the impairment. The Operator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Raffle or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Raffle may be a violation of criminal and civil law, and, should such an attempt be made, the Operator reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Operator to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

12. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Raffle, each entrant agrees to release and hold harmless the Operator, the NFL Entities, and each of their parent, officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Raffle or receipt or use of any prize, including, but not limited to: (a) any error that may prevent an entrant from submitting an entry; (b) unauthorized human intervention in the Raffle; (c) printing or typographical errors in materials associated with the Raffle; (d) lost or late entries; (e) errors in the administration of the Raffle or the processing of entries; (f) alleged or actual violations of rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional; (g) telephone, electronic, hardware, software, network, Internet, or other computer- or communications- related malfunctions or failures; or (h) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Raffle or receipt of any prize, whether under a theory of contract, tort (including negligence), warranty or other theory. Entrant further agrees that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Raffle, and in no event shall the Released Parties be liable for attorney’s fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

IF ENTRANT IS A CALIFORNIA RESIDENT, ENTRANT WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY” (OR ANY EQUIVALENT STATUTORY PROVISION WITH A SIMILAR IMPORT OR INTENT). IF ENTRANT IS A RESIDENT OF A STATE OTHER THAN CALIFORNIA, ENTRANT EXPLICITLY WAIVES THE TERMS AND PROTECTIONS OF ANY STATUTE OF HIS/HER STATE THAT HAS A SIMILAR IMPORT OR INTENT.

13. **DISPUTES: EXCEPT WHERE PROHIBITED,** any controversy, claim or dispute arising out of these Raffle (collectively, “Claims”) shall be resolved by final and binding arbitration. Such arbitration shall take place in Santa Clara County, California, and shall be administered by a single arbitrator pursuant to the JAMS Comprehensive Arbitration Rules and Procedures. The Raffle shall be governed under the laws of the State of California, without regard to conflicts of law principles to the contrary. In order to keep costs down for both Operator and entrant, hearings may, at Operator’s request, be conducted telephonically or entirely upon submissions. Entrant expressly consents to the exercise of jurisdiction and venue by the state and federal courts located in Santa Clara County, California. In addition to the above, entrant waives the right to bring any Claim as a class action, consolidated, multi-district or collective action, or private attorney general action. Entrant also agrees not to participate in any class

action, consolidated, multi-district or collective action, or private attorney general action regarding any Claim. If Operator prevails in any arbitration or proceeding hereunder, Operator shall be entitled to recover, in addition to all other available legal and equitable relief, its legal costs, including attorneys' fees.

14. **SEVERABILITY:** These Official Rules for the Raffle are severable, and if any portion is determined invalid or unenforceable by a body of competent jurisdiction, the remaining portions will remain valid, enforceable and in effect to the fullest extent consistent with applicable law.