

**2021 SAN FRANCISCO 49ERS KID REPORTER
PRESENTED BY DIGNITY HEALTH**

CONTEST

OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN.

MANY WILL ENTER, FEW WILL WIN.

1. **ELIGIBILITY:** The San Francisco 49ers 2021 Kid Reporter Contest Presented by Dignity Health (the "Contest") is open only to entrants who are between the ages of seven (7) and fourteen (14), inclusive, and who are legal residents of the State of California in the United States. ENTRANTS MUST BE LOCATED WITHIN ONE HUNDRED FIFTY MILES OF SANTA CLARA, CALIFORNIA TO BE ELIGIBLE. Employees of the National Football League, its member clubs, 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"), Dignity Health or other companies associated with the promotion of the Contest, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations and is void in Puerto Rico and where prohibited.
2. **SPONSOR:** The Contest is sponsored by Forty Niners Football Company LLC (the "Sponsor").
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these rules ("Official Rules") and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **ENTRY PERIOD:** The first round of the Contest runs from 12:01 am PT on July 7, 2021 until 11:59pm PT on July 26, 2021 (the "Initial Entry Period"). Entries that are submitted before or after the Initial Entry Period will be disqualified.

Thereafter, and solely for those entrants who are selected as Finalists (as defined below), the second round (the "Second Round") of the Contest shall run from 12:01 am PT on July 27, 2021 until 11:59pm PT on July 30, 2021 (the "Second Round Entry Period").

5. **HOW TO ENTER:** During the Initial Entry Period, submit one (1) original entry at https://49ers.formstack.com/forms/kid_reporter completing the required fields including your Contest entry. The entry must include:

- First name and Last Initial of the Entrant's name;
- Full Name, email address and phone number of the Entrant's parent or legal guardian (the "Guardian");
- Either a file containing your video submission OR a link to your video submission. **YOUR VIDEO SUBMISSION MAY NOT BE LONGER THAN SIXTY (60) SECONDS.**

After you submit your entry, Sponsor will require consent from your Guardian for agreement to these Official Rules in order for your entry to be eligible. **IF SPONSOR DOES NOT RECEIVE THE CONSENT OF YOUR GUARDIAN, YOUR ENTRY WILL NOT BE VALID.**

Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, mechanical reproductions or similar methods will be void. All completed entries become the property of Sponsor and will not be returned. Entries without all requested information will be disqualified and not entered into the Contest. All late, lost, or incomplete entries are not considered valid entries. **THERE IS A LIMIT OF ONE (1) ENTRY PER ENTRANT.**

Sponsor Ownership of Entries: All entries and materials submitted to Sponsor in connection with the promotion (collectively, "Entry Materials"), along with all copyright, trademark and other proprietary rights associated therewith, become the property of Sponsor upon submission, and Entry Materials will not be returned to any entrant. Without limiting the generality of the foregoing, entrant acknowledges that Sponsor will own all rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and noncommercially exploit the Entry Materials in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to entrant or any other person or entity. Entrant agrees to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's ownership rights as set forth above in this paragraph. **NOTWITHSTANDING ANYTHING IN THE FOREGOING, SPONSOR WILL NOT DISCLOSE, SHARE OR OTHERWISE USE THE ENTRY MATERIALS OR ANY OTHER INFORMATION OR CONTENT YOU PROVIDE EXCEPT STRICTLY AS REQUIRED TO ADMINISTER THE CONTEST. UPON CONCLUSION OF THE CONTEST, SPONSOR WILL DESTROY ANY AND ALL PERSONAL INFORMATION OF ANY PERSON UNDER THE AGE OF 18**

THAT WAS COLLECTED IN CONNECTION WITH THE CONTEST, EXCEPT AS REQUIRED TO COMPLY WITH APPLICABLE LAW.

Original Work of Authorship. Entrant hereby warrants and represents that (a) he/she owns all rights to all Entry Materials submitted by entrant; and (b) all such Entry Materials are original works of authorship on entrant's part and have not been copied, in whole or in part, from any other work and do not violate, misappropriate or infringe any copyright, trademark or other proprietary right of any other person or entity.

6. **SELECTION CRITERIA AND PROCESS:** The Sponsor will select up to Five (5) entrants as finalists (the "Finalists") from among all of the eligible entries.

The Sponsor will then conduct a videoconference interview with each Finalist and select up to Two (2) Winners (the "Winners") from the Finalists.

Finalists and Winners shall be determined based on the following criteria:

- Entrant videos and interviews should demonstrate the entrant's on-camera experience, or comfort with being filmed while interacting with others.
- We are looking for entrants who aren't camera shy and are willing to have fun and ask silly questions of grown-ups in their everyday lives.
- The entrant need not have any previous 'reporting' work formally, but should be comfortable taking direction from adults and interacting with new people.
- Entrants should have some interest in and knowledge of football, especially of the 49ers.
- The video and interview should demonstrate why the entrant wants to be the 49ers Kid Reporter.

Any entry that is vulgar, disparaging, derogatory, lewd, defamatory, offensive or otherwise inappropriate, as determined by Sponsor in its sole discretion, shall be disqualified.

The Sponsor will attempt to notify the Finalists and Finalist's Guardian by e-mail or phone promptly after the Entry Period, subject to Sponsor's sole discretion. Finalist and/or Finalist's Guardian must respond promptly and schedule a Second Round interview within the Second Round Entry Period. If Sponsor does not receive a response from Finalist and/or Finalist's Guardian within forty-eight (48) hours, or if Finalist is not eligible or does not wish to move forward to the Second Round, the Sponsor may disqualify that potential Finalist and select an alternate potential Finalist in his/her place from the remaining entries received.

Winner and/or Winner's Guardian must respond promptly and schedule a Second Round interview within the Second Round Entry Period. If Sponsor does not receive a response from Winner and/or Winner's Guardian within forty-eight (48) hours, or if Winner is not eligible or does not wish to accept the Prize, the Sponsor may disqualify that potential winner and select an alternate potential winner in his/her place from the remaining entries received.

SPONSOR SHALL BE ENTITLED, IN ITS SOLE DISCRETION, NOT TO SELECT ANY FINALISTS OR WINNERS. ALL SELECTION DETAILS SHALL BE MADE IN SPONSOR'S SOLE DISCRETION AND IF APPROPRIATE OR INSUFFICIENT ENTRIES ARE NOT RECEIVED (IN SPONSOR'S SOLE DISCRETION), THEN SPONSOR SHALL BE ENTITLED TO AWARD NO PRIZE, OR LESS THAN TWO PRIZES.

7. **REPRESENTATIONS AND WARRANTIES:** By participating in the Contest and/or by consent of each entrant's Guardian to these Rules, entrant agrees to the rules herein and represent and warrant that his or her submission does not defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's personal or proprietary rights.
8. **REQUIREMENTS OF POTENTIAL WINNERS:** The Guardian of a potential Finalist or Winner may be required to complete and return a liability waiver and affidavit of eligibility and liability/publicity release (the "Waiver") where permitted by law within forty-eight (48) hours of being notified. If a Guardian of a potential winner fails to sign and return the Waiver within the required time period, he/she will be disqualified and an alternate entrant may be selected in his/her place.

Additionally, the Guardian of a potential winner may be required to executed an agreement (the "Agreement") setting forth the terms under which the potential winner may receive and participate in the San Francisco 49ers 2021 Kid Reporter program. If a Guardian of a potential winner fails to sign and return the Agreement reasonably promptly, the potential winner may be disqualified and an alternate entrant may be selected in the potential winner's place in Sponsor's sole discretion.

9. **PRIZES:** Up to two (2) Winners will receive the following:
 - a. The opportunity to serve as "Kid Reporter" for the San Francisco 49ers during the 2021 NFL Season (the "Prize"), which may include a number of reporting segments in connection with San Francisco 49ers activities. The Approximate Retail Value (ARV) of the Prize is Zero Dollars (\$0).

10. All Prize details, including, but not limited to, the terms and conditions and the number and nature of “reporting” segments will be determined by the Sponsor in its sole discretion and winners will be notified within two (2) weeks of the end of the Entry Period. Prizes are not transferable or refundable and must be accepted as awarded by winner, unless authorized in writing by Sponsor. No cash or other substitution may be made, except by the Sponsor, 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 Sponsor in its sole discretion. Winner is responsible for all costs and expenses associated with prize acceptance. 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.
11. **PRIVACY AND PUBLICITY:** Except where prohibited, participation in the Contest constitutes an entrant’s consent to the Sponsor’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. Furthermore, participation in the contest constitutes an entrant’s assignment of any rights in the entry to the Sponsor, including, by way of example only, any copyright or artist’s rights. All information submitted by entrants in the Sweepstakes will be treated according to Sponsor’s Privacy Policy, available at <http://www.49ers.com/about-us/privacy-policy.html> and CCPA Notice, available at <https://www.49ers.com/about-us/ccpa-notice>. Notwithstanding anything in the foregoing, Sponsor will not disclose, share or otherwise use the Entry materials or any information or content that is shared by anyone under the age of 18 except strictly as required to administer the contest.
12. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes from among the eligible entries received up to the time of the impairment in accordance with the criteria outlined in Section 6. The Sponsor 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 Contest 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 Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

13. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Contest, entrants agree to release and hold harmless the Sponsor, the NFL Entities, Dignity Health 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 Contest 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 Contest; (c) printing errors; (d) lost or late entries; (e) errors in the administration of the Contest 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 Contest 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 Contest, 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.
14. **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.**
15. **DISPUTES: EXCEPT WHERE PROHIBITED,** any controversy, claim or dispute arising out of this Contest (including without limitation any controversy, claim or dispute arising from Entrant's dealings with third-party sponsors for products and/or services promoted in, awarded in, linked or otherwise associated with the Contest (each such third-party sponsor, a "Third Party Sponsor")) (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 Contest

shall be governed under the laws of the State of California, without regarding to conflicts of law principles to the contrary. In order to keep costs down for both Sponsor and entrant, hearings may, at Sponsor'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 Sponsor prevails in any arbitration or proceeding hereunder, Sponsor shall be entitled to recover, in addition to all other available legal and equitable relief, its legal costs, including attorneys' fees. Entrant acknowledges and agrees that each Third Party Sponsor will be deemed a "Sponsor" and a third-party beneficiary of the terms and conditions set forth in this paragraph.

16. **CONTEST RESULTS:** To request a winners list, send a self-addressed, stamped envelope to: San Francisco 49ers 2021 Kid Reporter Presented by Dignity Health Contest, 4949 Marie P. DeBartolo Way, Santa Clara, CA. 95054. Requests must be received within three (3) weeks of the end of the Entry Period. VT residents omit postage.
17. **SEVERABILITY:** These Official Rules for the Contest 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.