

OFFICIAL RULES

CINCINNATI BENGALS – GARY OWEN SWEEPSTAKES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING IN THE SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH CONSTITUTE A CONTRACT, SO READ THEM CAREFULLY. WITHOUT LIMITATION, THIS CONTRACT REQUIRES MANDATORY ARBITRATION OF DISPUTES AND PROVIDES FOR A LIMITATION ON YOUR LEGAL RIGHTS AND REMEDIES. IF YOU DO NOT AGREE WITH THE TERMS OF THIS CONTRACT, DO NOT ENTER THE SWEEPSTAKES.

- 1. INTRODUCTION:** The Gary Owen Sweepstakes (the “**Sweepstakes**”) is sponsored by the Cincinnati Bengals, Inc. (the “**Sponsor**”) located at One Paul Brown Stadium, Cincinnati, OH 45202. The Sweepstakes is governed by these Official Rules (the “**Official Rules**”). Participation in the Sweepstakes constitutes the entrant’s full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor (including the Sponsor’s interpretation and application of these Official Rules), which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules in a timely manner.
- 2. ELIGIBILITY:** The Sweepstakes is open to all natural persons who are legal residents of the continental United States, who, at the time of entry into the Sweepstakes, are of the age of majority in their state of residency. Employees, officers, directors, agents, and representatives of the Sponsor and the National Football League (the “**NFL**”), and their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, advertising and promotion agencies, and their immediate family members (i.e., spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and/or those living in the same household of each are not eligible. All federal, state and local laws and regulations apply.
- 3. PROMOTION PERIOD:** The Sweepstakes begins **August, 26 2018 at 5:00 PM** Eastern Time (the “**Start Date**”) and ends **August 31, 2018 at 11:59 PM** Eastern Time (the “**End Date**”). The period of time from the Start Date to the End Date is referred to as the “**Promotion Period**”.
- 4. HOW TO ENTER:** To enter the Sweepstakes, during the Promotion Period, (A) visit <http://www.bengals.com/garyowen>, (B) provide all personal information required by the online entry form (including your legal name, telephone number, and email address), (C) submit the entry form in accordance with the on-screen instructions (collectively, an “**Entry**”). Entries received will be entered into a drawing (the “**Drawing**”) to win the prize described herein.

Only Entries actually received by the Sponsor during the Promotion Period are eligible. All Entries into the Sweepstakes will be received when the Sponsor’s server records the entry information. The Sponsor’s database clock will be the official timekeeper for the receipt of all Entries into the Sweepstakes. **Limit one (1) Entry per person.** Entries that are incomplete, illegible, corrupted, damaged, destroyed, false, lost, late, misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified. Attempts made by the same individual to submit more than one (1) Entry by using multiple or different e-mails, addresses, accounts or otherwise may be disqualified. Entries generated by a script, computer program, robot, macro, or other automated means are void and may be disqualified.

- 5. WINNERS/PRIZES:** Within two (2) business days after the End Date, the Sponsor will hold the Drawing in which it will randomly select from the Qualified Entries the potential winner who will receive the prize described below.

If you are the potential winner in the Sweepstakes, you will be notified by the Sponsor, within two (2) business days following the Drawing, via e-mail or telephone at the e-mail address or telephone number provided in your Entry. To claim a prize, the potential winner must reply to the Sponsor within one (1) business day of such notification. If the potential winner does not respond to the Sponsor’s prize notification e-mail or telephone call within one (1) business day, or if the notification is rejected, faulty, unclaimed or returned undeliverable (for any reason whatsoever) to such potential winner, the potential winner may be deemed to have forfeited the prize, and the Sponsor will have

the sole and absolute discretion to select, by random drawing, another potential winner from the remaining Qualified Entries for the Drawing.

6. Before awarding a prize, the Sponsor may require the potential winner to furnish proof of identification and other proof of eligibility under the Official Rules and execute and return documentation such as an affidavit of eligibility, a publicity release, a release of liability, a tax acknowledgement form, and other documents as may be required by the Sponsor or the NFL, each within the period of time specified by the Sponsor. If a potential winner is found to be ineligible to participate in the Sweepstakes, or is found to be in violation of the Official Rules, or fails or refuses to execute and return any documentation required by the Sponsor within the time period specified, or declines a prize for any reason, such potential winner may be deemed to have forfeited the prize, and the Sponsor will have the sole and absolute discretion to select, by random drawing, another potential winner from the remaining Qualified Entries for the Drawing.

If, for any reason, more than one person claims to be the bona fide winner of a particular prize, or more prizes are claimed than are intended to be awarded in the Sweepstakes, the Sponsor may, by a random drawing among all persons making purportedly valid claims for such prize(s), determine the winner of the prize. Inclusion in such random drawing shall be each entrant's sole and exclusive remedy under such circumstances. In no event will more than the stated number of prizes for the Sweepstakes be awarded.

The prize will be made available for pickup by the winner or for delivery by the Sponsor to the winner no later than two (2) days prior to the event. The prize will be delivered to the winner based upon the delivery arrangements made between the winner and the Sponsor. There are no shipping or handling fees or charges associated with collecting of the prize. If the prize is shipped by the Sponsor to the winner, once shipped, the Sponsor is not responsible if the prize is lost, stolen, mutilated, destroyed, misdirected or undelivered for any reason. If the prize is not timely picked up, it will be forfeited.

7. **PRIZE; PRIZE CONDITIONS:** One (1) prize will be awarded in the Drawing. The prize for the Drawing is **two (2) tickets to see Gary Owen perform on September 9, 2018 at the Funny Bone in Dayton, OH and two (2) tickets to the Cincinnati Bengals game on September 13, 2018.** The winner will be joined by Gary Owen at the game. The location of the ticketed-seats will be determined by the Sponsor in its sole discretion. The estimated retail value of the prize is \$575. **TRANSPORTATION TO/FROM THE SHOW AND GAME, MEALS, LODGING AND OTHER CONCESSIONS ARE NOT INCLUDED.** No prize is transferable or assignable, and no prize may be redeemed for cash except in the sole discretion of the Sponsor. Any lost, stolen or mutilated tickets will not be replaced. The Sponsor reserves the right to substitute the prize or any portion thereof with one or comparable or greater value at its sole discretion. Winner's companion to the comedy show must be at least 21 years of age. Winner's companion to the game must be at least 18 years of age unless accompanied by a parent or legal guardian. NFL game, event and exhibition dates and times are determined in the sole discretion of the NFL and may be subject to change. The terms and conditions of the tickets awarded as the prize shall govern in the event a legal NFL game, event or exhibition is not played due to weather, an act of God, an act of terrorism, a civil disturbance or other reason. A winner and his/her guest agree to comply with the applicable stadium regulations in connection with the prize. The Sponsor reserves the right to remove or to deny entry to any winner and/or his/her guest who engage in a non-sportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. The Sponsor will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppages or any other events that are outside its control that may cause the cancellation or postponement of any NFL game, event or exhibition.

8. **ODDS OF WINNING:** Odds of winning will depend upon the total number of Qualified Entries received.

9. **RELEASE:** TO THE FULLEST EXTENT PERMITTED BY LAW, ALL ENTRANTS FOREVER RELEASE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE THE SPONSOR AND THE NFL, 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 SWEEPSTAKES; 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 SWEEPSTAKES; OR (II) ANY INJURY OR DAMAGE RESULTING FROM PARTICIPATION IN THE SWEEPSTAKES 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 NFL, 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 SWEEPSTAKES OR ANY PRIZE AWARDED. THE NFL ENTITIES, OTHER THAN THE CINCINNATI BENGALS, INC., HAVE NOT OFFERED OR SPONSORED THIS SWEEPSTAKES 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 SWEEPSTAKES; 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 ALL ENTRANTS.

- 10. TAXES, FEES AND EXPENSES:** All costs and expenses associated with a winner's acceptance and use of a prize not specified herein as being provided as part of the prize, including, but not limited to, lodging, transportation costs, meals, gratuities and other expenses incurred by accepting or using a prize are the sole responsibility of the winner. The prize winner 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 winner may be required to submit his/her social security number or taxpayer ID to the Sponsor in order to claim a prize. An IRS Form 1099 will be issued in the name of a winner for any prize of \$600 or more. If a winner does not provide his/her social security number or taxpayer ID as requested by the Sponsor, then the winner will no longer be eligible to receive the prize and the prize will be forfeited.
- 11. USE OF PERSONAL DATA; CONSENT TO PROMOTIONAL MATERIAL:** By providing your e-mail address to the Sponsor, you consent to the Sponsor sending to your e-mail address Sponsor promotional content including, but not limited to, information concerning the Sponsor and its products, promotions, services, newsletters and other information. If you do not wish to receive these e-mails, you may "opt out" by following the instructions on an e-mail that you receive. If you "opt out" of receiving e-mails from the Sponsor, it will not affect your eligibility to participate in the Sweepstakes. Please note, however, that if you "opt-out" of receiving e-mails, the Sponsor may still contact you via e-mail concerning the Sweepstakes including notifying you if you are a potential winner of a prize. The Sponsor will collect personal data about entrants in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.bengals.com/team/privacypolicy>. By entering the Sweepstakes, you agree to the Sponsor's collection and usage your personal information in accordance with such privacy policy.

- 12. PUBLICITY:** By participating in the Sweepstakes, each entrant irrevocably grants the Released Parties the right to use each such entrant's name, photograph, image, video, biographical information, and any written or oral comments about the Sweepstakes 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.
- 13. RESERVATIONS:** The Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes 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. The Sponsor 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 Sponsor's discretion, offensive, harassing, threatening, repugnant, or violent at any time. Entrants further agree to not knowingly damage or cause interruption of the Sweepstakes and/or prevent others from using the Sweepstakes. All decisions of the Sponsor shall be final and entrants waive any right to challenge any decisions made by the Sponsor.
- 14. GOVERNING LAW/VENUE:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the entrants, Sponsor or Released Parties in connection with the Sweepstakes 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, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in courts located in Hamilton County, Ohio.
- 15. BINDING ARBITRATION:** Except with respect to the protection and enforcement of the intellectual property rights of the Released Parties and their rights to seek and/or obtain injunctive or equitable relief therefore, any claim, cause of action or proceeding arising out of or relating to these Official Rules or the Sweepstakes shall be resolved by mandatory, binding arbitration in Cincinnati, Ohio administered by the American Arbitration Association under its Commercial Arbitration Rules (the "**Arbitration Rules**"). The U.S. Arbitration Act shall govern the interpretation, enforcement and proceedings pursuant to the Arbitration Rules. The arbitrator shall be selected pursuant to the Arbitration Rules. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the Arbitration Rules and procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor the Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES AND THE ARBITRATION RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER

DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- 16. 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 Sweepstakes, please send a self-addressed, stamped envelope (Vermont residents may omit return postage) to: Cincinnati Bengals, Attn: Emily Parker, One Paul Brown Stadium, Cincinnati, OH 45202.
- 17. SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- 18. SPONSOR:** Cincinnati Bengals, Inc., One Paul Brown Stadium, Cincinnati, OH 45202.