

## OFFICIAL RULES

### CINCINNATI BENGALS 2022-23 POSTSEASON RULE YOUR SCHOOL SOCIAL 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 INTO OR PARTICIPATING IN THE SWEEPSTAKES YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES.**

The Sponsor and Administrator of this Sweepstakes is Cincinnati Bengals, Inc. (the "Sponsor" or "Bengals"), an Ohio corporation, with its principal place of business located at located at 1 Paycor Stadium, Cincinnati, OH 45202.

1. **ELIGIBILITY; DURATION:** The Cincinnati Bengals "2022 POSTSEASON RULE YOUR SCHOOL SOCIAL SWEEPSTAKES" (the "Sweepstakes") is open to legal residents of Ohio, Kentucky or Indiana who are at least the age of majority in his/her state of residence at the time of entry, subject to the additional requirements set forth in Section 3 below. Void where prohibited.

2. **EXCLUSIONS TO ELIGIBILITY:** Employees, officers, directors, agents, and representatives of the 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 Sweepstakes begins Monday, January 9, 2023 at 10:00 a.m. Eastern Time and ends on the game date in which the Bengals are eliminated from the 2023 NFL postseason ("Sweepstakes Entry Period"). Sponsor is the official time keeper of this Sweepstakes. The Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state, and local laws. During the Sweepstakes Entry Period, eligible Entrants may enter the Sweepstakes by posting a photo of his/her school showing their "Stripes" and including in the post #RuleYourSchool and tagging @Bengals on Twitter, Instagram, or Facebook. Must be posted on Twitter, Instagram, or Facebook account that is officially affiliated with the school. Sponsor and its respective officers, directors, shareholders, employees, and agents are responsible for incorrect or inaccurate transcription of entry information. As part of the entry, Entrant must agree to these Official Rules and the Bengals Privacy Policy. Entrant must comply with all terms, conditions and requirements of these Official Rules; and must meet all requirements set forth herein.

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 included in the Entry (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 Sweepstakes and use as contemplated by these Official Rules and entrant can supply proof of permission if requested by Sponsor; (vii) the Entry has not been previously published; (viii) 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 Sponsor, and may be displayed, used or altered by Sponsor (or anyone Sponsor authorizes) for any purpose without any kind of payment to you. It also means that Sponsor 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 Sponsor 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 Sweepstakes. 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 Sponsor or anyone Sponsor authorizes, and to waive any moral rights in the Entry.**

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 Sweepstakes, at the Sponsor'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.

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

4. **WINNERS/PRIZES:** One (1) Grand Prize winners will be randomly chosen within 7-10 days following the game date in which the Bengals are eliminated from the 2023 NFL postseason ("Winner") to receive one (1) in-school visit from the Bengals on a to-be-determined, mutually agreed upon date in May 2023 (the "Prize"). Approximate Prize value is approximately \$2,600. The prize is non-transferable and awarded "as is" with no warranty or guarantee, either express or implied by Sponsor.

Sponsor is not responsible for and Winner will not receive the difference between the actual value of the Prize at the time of award and the stated ARV in these Official Rules. Failure to complete the Prize does not relieve the Winner of his or her tax obligations associated with winning the Prize.

Winner will be notified by phone or other means in Sponsor's sole discretion. Odds of winning depend entirely upon the number of eligible entries received. If the Sponsor is unable to reach a potential Winner within twenty-four (24) hours after a potential Winner is selected, 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 at random from the remaining eligible entries at Sponsor's discretion.

As a condition to eligibility to claim any Prize, potential Winner and students at the school may be required in Sponsor's sole discretion to execute an affidavit of eligibility and any further liability and publicity waivers or other documents required by Sponsor. Failure to submit any required documents within the time period specified by Sponsor, 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 Sponsor in order to claim a prize.

5. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL ENTRANTS FOREVER RELEASE, HOLD HARMLESS DISCHARGE, AND COVENANT NOT TO SUE SPONSOR, PRIZE PROVIDERS, AND THE NATIONAL FOOTBALL LEAGUE, 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 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 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 ENTRANT.

6. PUBLICITY: By entering the Sweepstakes or claiming a Prize, 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. By entering this Sweepstakes 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 Sponsor will collect personal data about Entrants in accordance with its privacy policy located at [Bengals.com/team/privacypolicy](https://www.bengals.com/team/privacypolicy). By entering into or participating in the Sweepstakes, you agree to the Sponsor's collection and usage of your personal information in accordance with such privacy policy.

7. RESERVATIONS: 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. 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, defamatory 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 Bengals shall be final and Entrants waive any right to challenge any decisions made by the Bengals.

8. 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 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.

9. 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 Sweepstakes, 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.

10. 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. Sponsor reserves the right in its sole discretion to supplement or make changes to these Official Rules without notice.

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

12. 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 to: Cincinnati Bengals, Attn: "2022-23 POSTSEASON RULE YOUR SCHOOL SWEEPSTAKES", 1 Paycor Stadium, Cincinnati, OH 45202.