

## OFFICIAL RULES AND REGULATIONS

### CINCINNATI BENGALS x OHIO CAT SALUTE TO SERVICE PROGRAM

**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 of this Contest is Ohio Machinery Co., dba 'OHIO CAT' (the "Sponsor"), an Ohio corporation, with its principal place of business located at 3993 E. Royalton Rd. Broadview Hts., Ohio 44147 and the Administrator is the CINCINNATI BENGALS, INC ("Administrator" or "Bengals"), an Ohio corporation, with its principal place of business located at 1 Paycor Stadium, Cincinnati, OH 45202.

1. **ELIGIBILITY:** The Cincinnati Bengals x OHIO CAT Salute to Service Program (the "Contest") is open to legal residents of the states of Ohio, Kentucky and Indiana who are at least eighteen (18) years old at the time of entry. Entrants must be active duty or retired military members currently pursuing postsecondary education at an accredited institution. Void where prohibited.

2. **EXCLUSIONS TO ELIGIBILITY:** Employees, officers, directors, agents, and representatives of the Bengals and Sponsor, and their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, advertising and promotion agencies, and their immediate family members (defined as spouse, parent, grandparent, child or sibling) and/or those living in the same household of each are not eligible. All federal, state and local laws and regulations apply.

3. **HOW TO ENTER:** The Contest begins Monday, October 2, 2023 at 8:00 a.m. Eastern Time and ends Friday, October 27, 2023 at 11:59PM 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, eligible Entrants may enter the Contest by completing the entry form found at [Bengals.com/military](https://Bengals.com/military). Neither Sponsor, Administrator, nor their respective officers, directors, shareholders, employees, and agents are responsible for incorrect or inaccurate transcription of entry information. Entry materials that have been tampered with or altered are void. Sponsor and the Administrator reserve the right, in their discretion, to cancel, modify, or suspend the Contest should technical or other occurrences compromise the administration, security, or proper play of the Contest. Any Entry that, in the view of the Administrator, provides false, fraudulent or deceptive information, or is offensive or defamatory will be disqualified from the Contest. Entries must be original and of Entrant's own writing. Entries must be in English.

Limit one (1) entry per valid email address.

There is no cost to enter the Contest and no merchandise purchase necessary in order to win.

4. **WINNERS/PRIZES:** The Administrator will establish a committee of three (3) employees to review all entries on or around October 30, 2023 and choose two (2) Grand Prize winners. The committee's decisions are made at its sole discretion and will be final. The committee will screen applications and choose winners based on their eligibility and their essay score, judged by the below rubric:

- Originality and communication (40%). Essay should be original, establish a main point, provide supporting detail and be easy for the reader to follow.
- Content (40%). Essay should include Entrant's service time, current goals and how Entrant is actively working to accomplish those goals.
- Writing Mechanics (20%). Essay should meet the word requirement with minimal spelling, capitalization, punctuation and grammar errors.

Each winner will receive (i) four (4) tickets to the November 12, 2023 Bengals home game versus the Houston Texans and (ii) a \$5,000 scholarship from Ohio CAT. Approximate Prize Value is \$5,534. The prize is non-transferable and awarded "as is" with no warranty or guarantee, either express or implied by Administrator or Sponsor. If potential Winner is unable to attend the game on the date specified in these Official Rules and Regulations, the prize will be forfeited and no other compensation will be provided.

Winner will be notified by email after the Administrator has reviewed all eligible entries. If the Administrator is unable to reach a potential Winner via email within forty-eight (48) hours after a potential Winner is selected or if any message is not returned within twenty-four (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 pursuant to the criteria set forth in Section 4, from the remaining eligible entries 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, including Entrant's social security number or taxpayer ID. 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.

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 his/her 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.

5. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL ENTRANTS FOREVER RELEASE, HOLD HARMLESS DISCHARGE, AND COVENANT NOT TO SUE ADMINISTRATOR, SPONSOR 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 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.

6. PUBLICITY: By entering the Contest 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 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, 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. 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.

7. RESERVATIONS: Sponsor and/or 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, defamatory, 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.

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, ADMINISTRATOR 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.

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 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.

10. SOCIAL MEDIA DISCLOSURE. Although this promotion may be advertised on the Facebook pages, Twitter accounts, Instagram accounts or other social media platforms of Administrator 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

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 from any and all responsibilities implied or provided by the Administrator and that this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram.

11. 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, Inc. Attn: 'OHIO CAT Salute to Service Program', 1 Paycor Stadium, Cincinnati, OH 45202.