

## DONATOS SLICE THE UPRIGHTS CHALLENGE (THE “SWEEPSTAKES”)

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING EACH APPLICABLE ENTRY PERIOD. VOID WHERE PROHIBITED BY LAW. ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. TRAVEL NOT INCLUDED.**

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the State of Ohio, Kentucky, and Indiana (the “**Eligible Territory**”) who are eighteen (18) years of age or older at the time of entry and hold a current, valid Ohio, Kentucky, or Indiana driver’s license. Employees, officers, and directors, and their immediate family members (spouse, parent, child, sibling, grandparents, grandchildren, and their respective spouses, regardless of where they reside) and members of the same household (whether or not related), of Cincinnati Donatos Cooperative, Inc. (“**Sponsor**”), Cincinnati Bengals, Inc., (“**Bengals**”), the other NFL Entities and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any other entity associated with the Sweepstakes are not eligible to participate or win a prize.

“**NFL ENTITIES**” MEANS THE NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, INCLUDING THE BENGALS, 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.

The Sweepstakes is subject to all applicable laws, rules, and regulations. Void outside the Eligible Territory and where prohibited or restricted by law, rule, or regulation.

**HOW TO ENTER:** The Sweepstakes begins on September 8, 2024 at 8:00 AM and ends on December 31, 2023 at 11:59 PM (the “Entry Period”). All Entry Period times are based on Eastern Time. During the Entry Period, you may enter the Sweepstakes by completing the entry form found at [Bengals.com/donatos](https://Bengals.com/donatos). Limit one (1) entry per person. Additional entries beyond the specified limit will be void.

**RANDOM DRAWING; ODDS:** Seven (7) winner (one (1) winner for the Bengals’ regular season home games beginning with the Washington Commanders on September 23, 2024 and ending with the Denver Broncos on December 28<sup>th</sup> or 29<sup>th</sup>, 2024) will be selected by random drawing from among all eligible entries received during the Entry Period. Subject to verification of eligibility and compliance with these Official Rules, the winners will be declared the official secondary winners of the Sweepstakes. Odds of winning depend on the total number of eligible entries received during the Entry Period. Each of the seven (7) winners will be eligible to participate in a field goal challenge during halftime of his/her applicable home game for the chance to win a grand prize.

### **PRIZING:**

**SECONDARY PRIZE:** Seven (7) prizes will be awarded, based on the order of random selection. Each secondary prize winner will receive (2) game tickets for secondary winner and one (1) guest to one (1) of the following Bengals’ home games:

1. Cincinnati Bengals vs. Washington Commanders home game on September 23, 2024;
2. Cincinnati Bengals vs. Baltimore Ravens home game on October 6, 2024;
3. Cincinnati Bengals vs. Philadelphia Eagles home game on October 27, 2024;

4. Cincinnati Bengals vs. Las Vegas Raiders home game on November 3, 2024;
5. Cincinnati Bengals vs. Pittsburgh Steelers home game on December 1, 2024;
6. Cincinnati Bengals vs. Cleveland Browns home game on December 19, 2024;
7. Cincinnati Bengals vs. Denver Broncos home game on December 28 or 29, 2024.

Approximate Retail Value: \$210. **TRANSPORTATION AND LODGING NOT INCLUDED.**

**GRAND PRIZES:** Each of the seven (7) secondary prize winners will participate in a field goal challenge during halftime of his/her applicable home game and may elect to do one of the following:

1. Kick a field goal at the 10 yard line for a chance to win a years' supply of Donatos large 1-topping pizzas if the kick is good (one free pizza per week beginning on the day after the qualifying home game and ending one (1) year later). Approximate Retail Value: \$1,040.
2. Kick a field goal at the 30 yard line for a chance to unlock free pizza for the entire stadium at the applicable home game if the kick is good. If the kick is good at the 30 yard line, ticketholders will receive a coupon code for a free Donato's individual size 1-topping pizza following the halftime challenge and in the post-game recap email sent following the applicable home game. Offer is only good the day after the qualifying home game in which the field goal is good. Sponsor will honor this pizza offer for online orders only.

A missed field goal will result in no grand prize award.

**PRIZE CONDITIONS:** All prize details shall be determined in the sole and absolute discretion of Bengals and Sponsor. Each winner is fully responsible for all applicable taxes (including income and withholding taxes). All costs and expenses associated with prize acceptance and use which are not specifically included in the prize description above, including but not limited to transportation, lodging, meals, gratuities, insurance, vehicle damage and other expenses, are the sole responsibility of the winner. Each prize is non-transferable and non-assignable, with no cash redemptions except at Bengals' sole and absolute discretion. Bengals reserves the right to substitute each prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. Use of any Bengals game ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket. Seat locations at the game and, unless otherwise stated in the prize description, exact game date shall be determined in the sole discretion of Bengals. Winner's guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Bengals games and times are determined in the sole discretion of the NFL and/or the applicable member clubs and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game, as defined by National Football League, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize. Bengals and the NFL Entities reserve the right to remove or to deny entry to the winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, disparage, or harass any other person at the game. Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any Bengals game. Bengals game tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture and may invalidate the license granted by the game ticket. Participation in the prize event is subject to winner's (and guest's) consent to and compliance with all health and safety policies of the NFL Entities.

**NOTIFICATION:** Each secondary winner will be notified via the email provided at the time of entry (the "**Prize Notification**"). In the event that any potential winner does not respond to Prize Notification within forty-eight (48) hours of the date of issuance or declines the prize for any reason, a disqualification will result, the prize will be forfeited and, at Bengals' sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries. The potential winner may be required to submit his/her valid social security number and/or other identification to Bengals and may receive an IRS Form 1099 for any prize valued at \$600 or greater. The potential winner may be required to execute, have notarized, and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, a Release of Publicity, within five (5) days of the date of issuance. Failure to submit any identification required by Bengals or to return any required documents within the specified time period, noncompliance with these Official Rules, the return of Prize Notification or of the prize (or any portion thereof) as non-deliverable, as determined by Bengals in its sole discretion may result in the potential winner's disqualification and prize forfeiture and, at Bengals' sole discretion and time permitting, may cause an alternate potential winner to be randomly selected from among all remaining eligible entries.

**CONTENT RESTRICTIONS:** Entrants must not include any of the following (the "**Content Restrictions**") in any entry: (a) nudity, pornography, adult-oriented content, or any other explicit material; (b) materials relating to lotteries or gambling; (c) profanity, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious, or slanderous materials; (f) content that denigrates, disparages, or reflects negatively on the NFL Entities, their owners and employees, or the game of football; (g) tobacco, e-cigarettes, alcohol, or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives, or projectiles; (j) material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other basis protected by law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful or otherwise in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created. Any entry that does not comply with the foregoing, as determined in the sole discretion of Bengals, will be disqualified.

**ENTRY PUBLICATION, LICENSE, AND RELEASE:** By entering the Sweepstakes, each entrant (a) agrees that his/her entry is an original work of authorship and that he/she owns all right, title, and interest in the entry as of the date of submission, or has all necessary rights and authorizations to submit the entry, including the express permission of all individuals embodied in the entry, for possible use as provided herein; (b) agrees that his/her entry does not violate Bengal's Terms of Use accessible at <https://www.bengals.com/team/terms-of-use> or infringe upon the copyright, trademark, or other intellectual property rights, or rights of privacy or publicity, of any person or entity; (c) grants to Sponsor, the NFL Entities, and each of their respective designees the perpetual and unlimited right and license to use, license, edit, modify, duplicate, and/or create derivative works from his/her entry throughout the world and in perpetuity, including, but not limited to, the right for the NFL Entities to publish, display, broadcast, distribute, reproduce, perform, create derivative works from, and otherwise use and exploit the entry via the Internet, in stadium, on television, in print, and/or any other media currently existing and hereafter developed without limitation and without notice or payment of any compensation to the entrant or his/her heirs and successors: (i) on its own or as part of any audiovisual or other production; (ii) to advertise any products, programming, or services of the NFL Entities or for any other advertising, marketing, and promotional purposes and in any materials related thereto; and/or (iii) for any other purpose whatsoever; and (d) release in perpetuity the Released Parties (as defined below) from any claims, demands, losses, and liabilities of any nature arising out of or in any way connected with the entry and use thereof as permitted hereunder, including, but not limited to, claims of copyright or trademark

infringement, false endorsement, libel, slander, defamation, or infringement of rights of publicity or privacy. Nothing herein will obligate the NFL Entities to make any use of any of the rights set forth herein.

**WAIVER OF LIABILITY/PUBLICITY RELEASE:** By entering the Sweepstakes, each entrant agrees to (a) be bound by these Official Rules, including all entry requirements, and (b) waive any and all claims against Sponsor, the NFL Entities (including, without limitation, Cincinnati Bengals, Inc.), and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives, advertising and promotion agencies, and any other company associated with the Sweepstakes, and all of their respective officers, directors, employees, agents, and representatives (collectively, “**Released Parties**”) for any injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from participation in the Sweepstakes, receipt or use of the prize (or any portion thereof), or any travel or activity related thereto. By entering the Sweepstakes, each entrant gives his/her express permission to be contacted by Bengals by telephone, email, and/or postal mail for Sweepstakes purposes. Bengals will collect personal data about entrants in accordance with its privacy policy available at [www.bengals.com/team/privacypolicy](http://www.bengals.com/team/privacypolicy). By entering into or participating in the Contest, you agree to the Bengals’ collection and usage of your personal information in accordance with such privacy policy. The winner, by acceptance of the prize, grants to Sponsor, Bengals, and each of their respective designees the right to publicize his/her name, city and state of residence, prize information, photograph, voice, statements, and/or other likeness for advertising, promotional, trade, and any other purpose, in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

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 (EXCLUDING 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.

**GENERAL CONDITIONS:** Bengals’ computer shall be the official clock of the Sweepstakes. The decisions of Bengals are final and binding on all matters relating to this Sweepstakes. Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due, or garbled entries, transmissions, email, or mail; lost, interrupted, or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections; availability, accessibility, miscommunications, or failures of computer, satellite, telephone, cable, or wireless transmissions or lines; computer hardware or software malfunctions, failures, or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines, telephone systems, wireless towers, or cellular tower equipment; any error, omission, interruption, defect, or delay in wireless or other transmission, processing, or communication; printing, typographical, or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements, or other materials; cancellation or postponement of any Bengals game; or any other errors, problems, or difficulties of any kind, whether human, mechanical, electronic, or other, relating to

the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with administration of the Sweepstakes, processing of entries, announcement of the winner, or any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users (e.g., hacking) or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer and/or wireless device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Sweepstakes website. Persons who tamper with or abuse any aspect of the Sweepstakes or website; attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices; intend to annoy, abuse, threaten, or harass any other entrant or any representative of Sponsor and/or Bengals; or who are in violation of these Official Rules, as solely determined by Bengals, will be disqualified and all associated entries will be void. Bengals shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty, or representation of any kind concerning the prize (or any portion thereof) and (b) disclaim any implied warranty. Bengals' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Bengals reserves the right, in their sole discretion, to modify, suspend, extend, or cancel the Sweepstakes (or any portion thereof) in the event Bengals are prevented from executing the Sweepstakes as contemplated herein by any event beyond Bengals' control, including but not limited to: fire; flood; earthquake; explosion; public health epidemic or crisis; labor dispute or strike; act of God or public enemy; network or equipment failure; riot or civil disturbance; terrorist threat or activity; war (declared or undeclared); court order; or federal, state, or local government law, order, or regulation. Sponsor and/or Bengals also reserve the right, in their sole discretion, to modify, suspend, extend, or cancel the Sweepstakes (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes or events corrupt administration, security, fairness, integrity, or proper operation of the Sweepstakes. In the event of cancellation, Bengals may elect to identify the winner and award the prize by way of random drawing from among all non-suspect, eligible entries received up to the time of cancellation. Bengals also reserve the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHER PROPERTY ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, BENGLAS WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT AND SPONSOR, BENGALS, AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Entries generated by a script, macro, or other mechanical or automated means will be disqualified.

**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 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.

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.

**WINNER LIST:** For the winner's name, mail a request and a self-addressed stamped envelope to be received no later than ninety (90) days after the drawing date to: Honda Sweepstakes Winner List, c/o Cincinnati Bengals, 1 Paycor Stadium, Cincinnati, Ohio 45202.

**SPONSOR:** The Sponsor of this Sweepstakes is Cincinnati Donato's Cooperative, Inc.

This Sweepstakes is in no way sponsored by any of the NFL Entities (excluding Cincinnati Bengals, Inc.). National Football League and Bengals trademarks and copyrights are used with permission of National Football League and Bengals.

**SOCIAL MEDIA DISCLOSURE:** Although this promotion may be advertised on the Facebook pages, Twitter accounts, Instagram accounts or other social media platforms of Sponsor, Bengals, or another, this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or other social media platforms. Entrants are providing his/her information to Bengals and not to Facebook, Twitter, Instagram or other social media platforms. The information an entrant provides will only be used by the Bengals and/or Sponsor. By entering, entrants provide a complete release of Facebook, Twitter or Instagram from any and all responsibilities implied or provided by Bengals and/or Sponsor. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Meta, Inc., Facebook, Inc., Instagram, Inc. or Twitter, Inc. TWITTER, TWEET, RETWEET and the Twitter logo are trademarks of Twitter, Inc. or its affiliates. Apple is not a participant in or sponsor of this promotion.