

OFFICIAL RULES AND REGULATIONS

CINCINNATI BENGALS x FIFTH THIRD MOMENTUM MEET - PLAYOFFS

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.

The Sponsor of this Sweepstakes is FIFTH THIRD BANK, NATIONAL ASSOCIATION (the "Sponsor" or "Fifth Third Bank"), a federally chartered institution, with its principal place of business located at 38 Fountain Square Plaza, Attention: Marketing Department MD 10905H, Cincinnati, OH 45263 and the Administrator is the CINCINNATI BENGALS, INC. ("Administrator" or "Cincinnati Bengals"), an Ohio corporation, with its principal place of business located at 1 Paycor Stadium, Cincinnati, OH 45202.

1. **ELIGIBILITY; DURATION:** The Cincinnati Bengals x Fifth Third Momentum Meet - Playoffs (the "Sweepstakes") is open to legal residents of the continental United States of America who are at least 18 years old at the time of entry, excluding residents of Florida and New York. Void where prohibited.

The Sweepstakes begins Sunday, January 15, 2023 at 8:15 p.m. Eastern Time and ends either (i) Sunday, January 29, 2023 at 11:59 p.m. Eastern Time or (ii) the last 2023 home playoff game played by the Cincinnati Bengals, whichever occurs first ("Sweepstakes Entry Period"). Administrator is the official time keeper of this Sweepstakes. The Sweepstakes is governed by these Official Rules and Regulations and is subject to all applicable federal, state, and local laws.

2. **EXCLUSIONS TO ELIGIBILITY:** Employees, officers, directors, agents, and representatives of the Cincinnati Bengals and Fifth Third Bank, and their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, advertising and promotion agencies, and their immediate family members and/or those living in the same household of each are not eligible. All federal, state and local laws and regulations apply. An "immediate family member" is defined to mean spouse, parent, grandparent, child or sibling.

3. **HOW TO ENTER:** During the Sweepstakes Entry Period, Entrants may enter the Sweepstakes by playing the Fifth Third Momentum Meet integrated game on their mobile device at any of the Cincinnati Bengals 2023 home playoff games and filling out the entry form available upon completion of the game. Entrants must fill out the entire form to be entered into the Sweepstakes. To participate without playing the Momentum Meet game, an eligible Entrant may hand-write his/her complete name (no initials), valid e-mail address and telephone number on a 3½x5" card ("Mail-In Entry") and mail it with sufficient postage to: the Fifth Third Bank Momentum Meet- A1-MH; 1 Paycor Stadium, Cincinnati, OH 45202. All Mail-In Entries must be postmarked no later than the business day following the last 2023 home playoff game played by the Cincinnati Bengals and received no later than five (5) calendar days thereafter. 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 Administrator'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.

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.

Limit one (1) entry per household/per email address.

By entering all Entrants agree to be bound by the terms and conditions of these Official Rules and Regulations.

4. **WINNERS/PRIZES:** One (1) Grand Prize winner will be randomly chosen ten (10) calendar days from (i) the date of the last 2023 home playoff game played by the Cincinnati Bengals or (ii) on February 8, 2023, whichever occurs first, to receive one (1) grand prize of a \$530 Mastercard Gift card. Prize Retail Value is \$530. The prize is non-transferable and awarded "as is" with no warranty or guarantee, either express or implied by Administrator or Sponsor.

Winner will be notified by phone or email after the close of the Sweepstakes. Odds of winning depend upon the number of eligible entries received. If the Administrator is unable to reach a potential Winner via phone or email within 48 hours after a potential Winner is selected or if any message is not returned within 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 at random from the remaining eligible entries at Administrator's discretion.

As a condition to eligibility to claim any Prize, potential Winner 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. 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. 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 Administrator in order to claim a prize.

Administrator or Sponsor 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 Winner. 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 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.

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 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 WI/THOUT 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 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. By entering this Sweepstakes, 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.

7. RESERVATIONS: Sponsor and/or Administrator reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes at any time for any reason in its sole discretion, including without limitation for any technical or other occurrences beyond the control of the organization that compromise the administration, security, or proper play of the Sweepstakes. 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, 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 Cincinnati Bengals shall be final and Entrants waive any right to challenge any decisions made by the Cincinnati 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 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. Administrator 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 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 their information to and 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.

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: 'Fifth Third Momentum Meet', 1 Paycor Stadium, Cincinnati, OH 45202.