

## **BENGALS ROOFTOP GIVEAWAY SWEEPSTAKES OFFICIAL RULES**

**If you participate via mobile device, message and data rates may apply.**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

### **1. ELIGIBILITY:**

You are eligible to be a winner of the Bengals Rooftop Giveaway Sweepstakes (the “Sweepstakes”) if you are a natural person who is a legal resident of any one of the 50 United States or District of Columbia, you are at least 18 years old at the time of entry, you are an active military member or a veteran, and you also live within a Feazel Roofing, LLC service area. Feazel Roofing, LLC can only install roofs within its service areas, which include only the Cincinnati, Ohio area, the Cleveland, Ohio area, the Columbus, Ohio area, the Dayton, Ohio area, the Indianapolis, Indiana area, and the Raleigh, North Carolina area (each, a “Feazel Service Area”). You are ineligible to win if you live in another area. If you are an active military member or veteran, and you meet the other above qualifications, you can enter on behalf of yourself, i.e., you can nominate yourself. Alternatively, if you are a natural person who is a legal resident of any one of the 50 United States or District of Columbia and you are at least 18 years old, you may nominate a deserving active military member or veteran to be a Sweepstakes winner. Either way, the person must be a member of active military service or a veteran to win and comply with the other requirements set forth above. The application to win or nominate is located at the following link: <https://info.feazelinc.com/bengals>.

The term “veteran” means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. Void outside the USA, in Puerto Rico, the US Virgin Islands, and other United States territories and possessions. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

Notwithstanding anything to the contrary herein, employees, their spouses and immediate families (parent, child, sibling, and any of their respective spouses) and household members (whether or not related) of Feazel Roofing, LLC and the Cincinnati Bengals, Inc. (“Bengals”), and each of their respective parent, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, cable affiliates, advertising and promotion agencies and affiliated entities, **ARE NOT ELIGIBLE TO WIN.**

As set forth above, the active military member or veteran must also live within a Feazel Service Area to be eligible to win.

Because this Sweepstakes is in part nomination-based, there may be multiple people who nominate the same military member or veteran over the course of the season. **A WINNER IS ONLY ELIGIBLE FOR ONE WINNING PACKAGE (CONSISTING OF A ROOF AND BENGALS TICKETS), NO MATTER HOW MANY TIMES THAT WINNER WAS NOMINATED.**

IN OTHER WORDS, IF A VETERAN, FOR EXAMPLE, NOMINATES HIMSELF OR HERSELF MULTIPLE TIMES DURING THE ENTRY PERIOD (DEFINED BELOW) (OR IF THAT VETERAN IS NOMINATED BY A THIRD PARTY MULTIPLE TIMES), THAT VETERAN IS ONLY ELIGIBLE TO WIN ONE PRIZE DURING THE ENTRY PERIOD.

PRIZES ARE NON-TRANSFERABLE.

## **2. SPONSOR:**

The Sweepstakes sponsor is Feazel Roofing, LLC d/b/a Feazel Roofing (“Sponsor” or “Administrator” or “Feazel”) located at 7895 Walton Parkway, New Albany, Ohio 43054. Sponsor and its respective affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, and any entity involved in the development, production, implementation, administering, judging or fulfillment of the Sweepstakes, including, without limitation, the immediate family members of such individuals, are not eligible to participate. Sponsor will conduct the Sweepstakes substantially as described in these Official Rules.

## **3. WHAT YOU WIN:**

In conjunction with every Bengals home game (nine (9) games), one (1) lucky entrant who meets all of the qualifications (including, without limitation, being a member of active military service or a veteran -- whether self-nominated or nominated by another person) wins a free new roof from Feazel (the monetary value of the new roof will vary depending on the circumstances) and two (2) tickets for one (1) Bengals football game during the 2023-2024 season (total approximate value of the tickets is between \$277.50 - \$462.50 USD for the pair, depending on the seating area). The approximate retail value of the entire prize package is difficult to assess because the size, structural nuances, and the market are among the factors that will dictate the price of a roof.

No substitution or transfer of prizes or cash redemption is permitted. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, in its sole discretion. Winner is responsible for the reporting and payment of all federal, state and local taxes (if any) and any other costs and expenses associated with prize acceptance and use not specified in these Official Rules and/or in the applicable entry instructions as being provided. Prizes will be fulfilled as soon as possible (Bengals tickets may be delivered within two weeks of Sponsor’s verification of the winner). Roofs cannot be installed in certain weather conditions. All prize details and additional terms, conditions, or eligibility requirements are in Sponsor’s Administrator’s 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 Sponsor 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.

**ANY TRAVEL, LODGING, INCIDENTALS, AND OTHER EXPENSES FOR GAME ATTENDANCE (OTHER THAN THE TWO TICKETS) ARE BORNE BY THE WINNER.**

#### **4. ENTRY PERIOD:**

The Sweepstakes begins on July 31, 2023 at 12:01 AM eastern standard time and ends on December 31, 2023 at 11:59 PM eastern standard time (the "Entry Period).

#### **5. HOW TO ENTER:**

During the Entry Period, visit the Sweepstakes registration page located at <https://info.feazelinc.com/bengals> and follow the instructions to complete and submit the online form -- whether you are self-nominating or nominating another person who meets the qualifications set forth above. Either way, you will be asked to provide basic contact information, including a name, street address, phone number, and email address. (NOTE: You must complete all required fields of the entry form with information that is valid on the date of the drawing to be eligible).

Entries generated by script, macro or other automated means will be void. Sponsor is not responsible for misdirected, incomplete, lost, late, illegible, undelivered, inaccurate or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems that may limit or affect a person's ability to participate in the Sweepstakes, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond the Sponsor's control, that corrupt the integrity, administration, security or proper operation of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify entrants and/or modify, cancel or suspend the Sweepstakes. In the event of cancellation, Sponsor reserves the right to award prizes from among all eligible, non-suspect entries received prior to the event requiring such cancellation. False or deceptive entries or acts will render the entrant ineligible. All entries become the property of the Sponsor and will not be acknowledged or returned. ANY ATTEMPT DELIBERATELY TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

## **6. LIMITATIONS ON ENTRIES:**

LIMIT ONE ENTRY PER PERSON PER EMAIL ADDRESS. No third party entry or entry through any sweepstakes service is permitted (except that a person can nominate an active military member or veteran). Any person who attempts or otherwise encourages the entry of multiple or false contact information under multiple identities or uses any device or artifice to enter or encourage multiple or false entries, as determined by Sponsor, will be disqualified. Use of robotic entry devices is strictly prohibited.

## **7. HOW TO WIN:**

There will be nine (9) total winners and each of the winners will be selected prior to a Bengals home game. The week prior to a home game, one (1) winner (when verified by Sponsor pursuant to the below procedure) will be selected in a random drawing from all eligible entries received. The winner will be notified by Sponsor via email and/or telephone and must meet all eligibility requirements, including being a member of active military service or a veteran, timely replying to the notification, executing and returning of all necessary releases and documents (if any) required by Sponsor, and clearing a background check to be conducted by the Bengals. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules. Odds of winning depend on the number of eligible entries received.

Winners will be selected in random drawings from among all eligible entries at Sponsor's principal place of business. The drawing will be conducted by Sponsor, whose decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects. Sponsor reserves the right to disqualify any entrant or winner and may refuse to award a prize to a person who is not eligible or has violated a rule, gained unfair advantage in the Sweepstakes, or obtained winner status using fraudulent means. You can only win the Sweepstakes once. If there is a dispute about the identity of an entrant, the prize will be awarded to the natural person to whom the email address is assigned by the internet service provider for the domain associated with the submitted email address. If the winner is found to be ineligible or not in compliance with the Sweepstakes rules, the winner will be disqualified and an alternate winner will be awarded the prize in a separate random drawing.

**WARNING:** ANY ATTEMPT BY ANY PERSON, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE ANY SPONSOR-OWNED WEBSITE OR MOBILE APPLICATION OR RELATED SOCIAL NETWORKING SITE, THE ENTRY PROCESS, OR OTHERWISE INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**8. GENERAL TERMS:** By entering this Sweepstakes, you promise to abide by the Official Rules and decision of Sponsor, which will be final and binding in all respects. Sponsor reserves the right, at its sole discretion, to refuse, disqualify or withdraw any entry at any time.

YOU AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS SPONSOR, BENGALS, AND THE NATIONAL FOOTBALL LEAGUE, AS WELL AS EACH RESPECTIVE PARTY'S AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AN ASSIGNS (THE 'RELEASED PARTIES") FROM AND AGAINST ALL CLAIMS, LOSSES, INJURIES, OR DAMAGES RESULTING FROM PARTICIPATION IN THE SWEEPSTAKES. IN ADDITION, YOU ACKNOWLEDGE AND AGREE 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 YOUR 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 YOUR RIGHTS OF PUBLICITY OR PRIVACY, OR THE YOUR CLAIM THAT YOU HAVE SOMEHOW BEEN DEFAMED OR PORTRAYED IN A FALSE LIGHT.) YOU REPRESENT AND WARRANT THAT YOU OWN AND/OR HAVE 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 BENGALS, HAVE NOT OFFERED OR SPONSORED THIS SWEEPSTAKES IN ANY WAY.

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE 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, YOUR 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 YOU.

Except where prohibited by law, by accepting the prize, the winner grants the Released Parties

a perpetual, worldwide, royalty-free license to use any entrant or winner's name, photograph, voice, and/or likeness without further authorization, compensation, or remuneration of any kind for advertising, promotion and other publicity purposes in any and all media now or hereafter known throughout the world, and each entrant and winner hereby releases the Released Parties from any liability with respect thereto, except where prohibited. By entering this Sweepstakes or claiming a prize, each entrant and winner permits the Released Parties to utilize entrant or winner's contact information provided by entrant or winner to contact entrant or winner (as applicable) for any reason via phone, email, and/or mail, as applicable.

9. **PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be used by Sponsor and its affiliates, agents and marketers in accordance with Sponsor's privacy policy, located at <https://www.feazelinc.com/privacy-policy>. By entering into or participating in the Sweepstakes, entrant and winner each agree to the Sponsor's collection and usage of personal information in accordance with such privacy policy.

10. **OFFICIAL RULES OR WINNERS LIST:** For a copy of the Official Rules or Winner List (available on or about Monday, January 8, 2024) send a self-addressed, stamped envelope (residents of VT need not include return postage on rules requests) to the following address no later than Tuesday, January 30, 2024. (Please specify "Official Rules" or "Winners"): Bengals Rooftop Giveaway, c/o Feazel Roofing, LLC, 7895 Walton Parkway, New Albany, Ohio 43054.

11. **DISPUTES:** Except where prohibited, entrants agree that: (i) 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, without resort to any form of class action and exclusively by the appropriate court located in Ohio; (ii) any and all claims, judgments, and awards to entrants will be limited to actual out of pocket costs incurred, including costs associated with participating in this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will an entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages other than for actual out of pocket expense and any and all rights to have damages multiplies or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or entrants' and/or Sponsor's rights and obligations in connection with the Sweepstakes are 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.

12. **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 their 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.