

## OFFICIAL RULES

### CINCINNATI BENGALS x POWER UP TRAIL MIX TICKET GIVEAWAY

**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 the Sweepstakes is Gourmet Nut Inc. (the "Sponsor"), a New Jersey corporation, with its principal place of business located at 144 Grant Street, Perth Amboy, NJ 08861 and the Administrator is Cincinnati Bengals, Inc. (the "Administrator" 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 "POWER UP TRAIL MIX TICKET GIVEAWAY" (the "Sweepstakes") is open to all natural persons who are (a) legal residents of the states of Ohio, Kentucky and Indiana and (b) at least 18 years old at the time of entry. 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 Tuesday, September 3, 2024 at 12:00 p.m. Eastern Time and ends Friday, December 20, 2024 at 11:59 p.m. Eastern Time ("Sweepstakes Entry Period"). Administrator is the official timekeeper 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, Entrants may enter the Sweepstakes by going to [bengals.com/fans/promotions/gourmet-nut](https://bengals.com/fans/promotions/gourmet-nut) and completing the entry form. Entrants may also visit the aforementioned website directly and enter the Sweepstakes. 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.

Limit one (1) entry per household/per email address during the Sweepstakes Entry Period.

4. **WINNERS/PRIZES:** Eight (8) Grand Prize winners will be randomly chosen by a representative of Administrator to receive (i) two (2) tickets and two (2) pregame sideline passes to a Bengals regular season home game and (ii) a one (1) year supply of Power Up trail mix. Winners will be selected two (2) weeks prior to each of the Bengals regular season home games at Paycor Stadium. Approximate prize value for each Winner is \$559-\$769. The prize is non-transferable and awarded "as is" with no warranty or guarantee, either express or implied by Administrator. If potential Winner is unable to attend the practice 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 close of the Sweepstakes Period. Odds of winning depend entirely upon the number of eligible entries received. 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 at random 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. 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 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 and/or locations (as applicable) for any practice passes 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 SPONSOR, ADMINISTRATOR, 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 Administrator will collect personal data about entrants in accordance with its privacy policy. By entering into or participating in the Sweepstakes, you agree to the Administrator's collection and usage of your personal information in accordance with such privacy policy.

7. RESERVATIONS: 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. 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, 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 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 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 Sponsor, 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 Sponsor and Administrator and not to Facebook, Twitter, Instagram or other social media platforms. The information a Participant provides will only be used by the Sponsor and Administrator. By entering, Participants provide a complete release of Facebook, Twitter or Instagram from any and all responsibilities implied or provided by the Sponsor and 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: 'POWER UP TRAIL MIX TICKET GIVEAWAY', 1 Paycor Stadium, Cincinnati, OH 45202.