

## DENVER BRONCOS [GUESS THE TEMPERATURE] CONTEST

### Official Rules

**1. INTRODUCTION:** Denver Broncos Team, LLC d/b/a the Denver Broncos Football Club ("Broncos") and Carrier Colorado ("Sponsor") are offering a contest ("Contest"). **NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. THIS CONTEST CONTAINS A BINDING ARBITRATION CLAUSE.**

**2. ELIGIBILITY:** Entrants must be Colorado residents 18 years of age or older and must own their home. Employees of the Broncos, the NFL Entities (as defined below), and Sponsor ("Contest Entities"), their parents, subsidiaries, affiliated companies, and agents, dealers, advertising and promotional agencies, wholesale distributors and individual retail licensees and the immediate family (defined as parents, spouse, children, siblings, grandparents) of each such employees, and all those with whom such employees are domiciled, are NOT eligible.

**3. TIMING:** The Contest begins at 8:00:00 a.m. MDT on September 10, 2024 and ends at 4:59:50 p.m. MDT on January 5, 2025 ("Contest Period").

**4. TO ENTER:** To enter, an entrant must visit <https://www.denverbroncos.com/sponsors/carrier/> and complete the registration form, including guessing the actual temperature at kickoff for the applicable game occurring on the weekend immediately following the Entry Period, and submit online to be eligible to win. There are multiple entry periods for this Contest (each, an "Entry Period"), each tied to a 2024 season Denver Broncos home football game at Empower Field at Mile High, with a winner chosen at the end of the Contest Period. Each Entry Period will close seventy-two (72) hours prior to kickoff of the applicable home game. Absolutely no entries will be accepted after the expiration of the applicable Entry Period or after the expiration of the Contest Period. Limit one entry per person/email address per Entry Period. Enter only using an e-mail address subscribed and registered in your name. In the event of a dispute as to entries submitted by multiple individuals using the same e-mail account on the same day, entry will be deemed to have been submitted by the authorized subscriber of the e-mail account used to enter the Contest at the actual time of entry. The authorized e-mail account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider. No responsibility is assumed by Broncos and Contest Entities for any computer, on-line, telephone, human error or technical malfunctions that may occur. All entries become the property of Broncos and Contest Entities and will not be returned. By entering, you agree to these Official Rules and the decisions of the Broncos and Contest Entities, which are final and binding in all respects. To obtain a copy of the Official Rules by mail, send a self-addressed, stamped envelope for receipt by January 20, 2025, to Denver Broncos, 1701 Bryant Street, Denver, CO 80204. WA and VT residents may omit return postage.

**5. PRIZES/ODDS:** Odds of winning depend on number of eligible entries received. During each Entry Period, entrants who correctly guess the actual temperature (in whole Fahrenheit degrees) at kickoff for the applicable home game immediately following the expiration of such Entry Period, will be added to a pool of entrants eligible to win the prize. The Broncos will determine the actual temperature at kickoff using NFL game data made available to NFL teams following the completion of each game. At the expiration of the Contest Period, on or about January 5, 2025, the Broncos will conduct a random drawing to select the winner from among such eligible entrants. The winner will be notified by email. Winners must respond to such notification within 24 hours after notification or an alternate winner will be selected from the remaining eligible entries. Once winner accepts prize, they will be emailed information pertaining to the prize. No assignment, transfer or substitution of prize is permitted, except by the Broncos and Sponsors who may substitute a prize of equal or greater value. Limit one (1) prize per person or household.

**Prizes (1):** Prize is one (1) home HVAC system, including equipment and installation, provided and installed by Sponsor at the winner's home, capped at a value of \$25,000, and a \$500 Denver Broncos apparel shopping experience either online or in store. If procurement and installation of the winner's HVAC system exceeds \$25,000, Sponsor will credit the winner the amount of \$25,000 toward the procurement and installation of the HVAC system. If winner has obtained and had installed a new HVAC system by Sponsor or a dealer listed on <https://www.carriercolorado.com> at any time during the Contest Period, Sponsor will provide the prize in the form of reimbursement of the lesser of (a) the actual cost of such system, or (b) \$25,000. Sponsor-installed systems are provided subject to Sponsor's standard 5-year parts warranty (up to 10 years if the equipment is registered). Sponsor package does not include, taxes, insurance, personal expenses, or any other items not specifically described in these Official Rules, and all expenses for any of the foregoing are the sole responsibility of the Winner. Approximate retail value of the prize is: \$25,500.

**6. GENERAL CONDITIONS:** The winner will be required to provide the Broncos and Sponsor with evidence of ownership of a home located within the State of Colorado. Winner may also be required to execute and return affidavits of eligibility and liability/publicity releases, except where prohibited by law, within five (5) days following the date of attempted notification. Winners must be Colorado residents 18 years of age or older and may be required to complete, sign and return a liability release within the same period. If prize notification or prize is deemed non-deliverable, prize will be forfeited and awarded to alternate winner. Void where prohibited. Non-compliance within these requirements may result in disqualification and selection of an alternate winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. All entrants grant to Broncos and Sponsor, and their licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to, the world wide web, at any time or times, the entrant's name, and other information collected on the Contest registration form as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by the Broncos and Contest Entities. Further, by accepting a prize, each winner agrees to release and hold harmless the Broncos and Contest Entities, their parents, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, representatives, dealers, advertising and promotional agencies, wholesale distributors and individual retail licensees and agents from any and all liability for any injuries, loss or damage of any kind to person and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any Contest-related activity, or participation in this Contest. This Contest is void where prohibited or restricted by law and is subject to all federal, state, and local laws and regulations. The Broncos and Contest Entities reserve the right, in their sole discretion, to disqualify any individual they find, in their sole discretion, to be tampering with the entry process or the operation of the Contest, to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed or like entry methods will void all such entries by such methods. The Broncos and Contest Entities will prosecute any fraudulent activities to the full extent of the law.

**7. DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant or Contest Entities in connection with the Contest, or any claim or dispute that has arisen or may arise between you and the Contest Entities, shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules. By participating in this Contest, each entrant agrees that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Contest or the awarding or redemption of prizes will be resolved exclusively by final and binding arbitration conducted pursuant to the AAA's Procedures for Consumer-Related Disputes in conjunction with the AAA's Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration shall be held at the AAA regional office nearest the entrant; (iv) The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Contest; (v) The arbitrator shall apply Colorado law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law; (vi) There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the entrant's and/or Sponsors individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator shall not have the power to award punitive damages against any party; (viii) In the event that the administrative fees and deposits the entrant is required to pay under the AAA rules exceed \$125, and the entrant is unable to pay the additional fees and deposits, Sponsors retains the right to forward them to the AAA on the entrant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Contest Entities retain the right to pay as much of the entrant filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

**8. WINNERS LIST:** The name of the prize winners may be obtained after January 21, 2025, by sending a self-addressed, stamped envelope for receipt by March 15, 2025, to Denver Broncos Marketing, Broncos The Pick Promotion Enter to Win, 1701 Bryant Street, Suite 900, Denver, CO 80204.

**9. Privacy.** Entrants are encouraged to review Broncos' privacy policy available at <https://www.denverbroncos.com/privacypolicy> and Sponsor's privacy policy available at <https://carriercolorado.com/privacy-policy/>, which together govern the collection, use and processing of all personal information provided by entrants in connection with this Contest. If you are verified as a prize winner, your first name, last initial, city and state may be included in a publicly available winner's list.

Each entrant irrevocably waives all claims against the National Football League, its member professional football clubs including the Denver Broncos Football Club, Denver Broncos Team, LLC, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Contest or the prizes awarded. The NFL Entities have not offered or sponsored this Contest in any way.

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