

## BRONCOS AND EMPOWER FAN FLY IN SWEEPSTAKES

### Official Rules

**1. INTRODUCTION:** The Denver Broncos Football Club ("Broncos") and Empower Annuity Insurance Company of America ("Empower") are offering a sweepstakes ("Sweepstakes"). **NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. THIS SWEEPSTAKES CONTAINS A BINDING ARBITRATION CLAUSE.**

**2. ELIGIBILITY:** Entrants must be U.S. residents 18 years of age or older excluding residents of the states of New York, Florida and Rhode Island. Employees of the Broncos, the NFL Entities (as defined below), and Empower ("Sweepstakes 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 employee, and all those with whom such employees are domiciled, are NOT eligible.

**3. TIMING:** The Sweepstakes begins at 8:00:00 a.m. MDT on August 1, 2023 and ends at 4:59:50 p.m. MST on October 13, 2023 ("Sweepstakes Period").

**4. TO ENTER:** Eligible entrants must: visit <https://www.denverbroncos.com/empowerflyin> fill out the registration form in its entirety and submit online to be eligible to win. There will be three entry periods (each an "Entry Period") for the Sweepstakes with a drawing and prize awarded for each Entry Period. Non-winning entries from Entry Period #1 will be automatically rolled over and included in the drawing for Entry Period #2. Non-winning entries from Entry Period #2 (including those rolled over from Entry Period #1) will be automatically rolled over and included in the drawing for Entry Period #3.

Entry Period	Start Date	End Date	Drawing Date
#1	8:00 AM August 1, 2023	4:59 PM August 24, 2023	August 25, 2023
#2	8:00 AM August 26, 2023	4:59 PM September 21, 2023	September 22 2023
#3	8:00 AM September 23, 2023	4:59 PM October 12, 2023	October 13, 2023

Absolutely no entries will be accepted after the above end date for each Entry Period and except as set forth herein only apply to the applicable Entry Period. Limit one entry per Entry Period/person/email address. 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 sweepstakes 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 Sweepstakes Entities for any computer, on-line, telephone, human error or technical malfunctions that may occur. All entries become the property of Broncos and Sweepstakes Entities and will not be returned. By entering, you agree to these Official Rules and the decisions of the Broncos and Sweepstakes 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 October 19, 2023 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. Winners will be selected for each applicable Entry Period on the following dates: August 25, 2023 (for September 10, 2023 prize), September 22, 2023 (for October 8, 2023 prize), and October 13, 2023 (for October 29, 2023 prize). The winners will be notified by telephone/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 who may substitute a prize of equal or greater value. Limit one (1) prize per person or household.

**Prizes (3):** Prizes are three (3) trip packages that each include round trip coach class air transportation for two (2) from a major U.S. airport of Broncos' choice near winner's residence to Denver, CO, ground transportation allowance, two (2) Bud Light Champions Club game tickets, hotel accommodations (double occupancy) for up to two (2) nights, two (2) pregame field passes, one (1) Broncos Player Jersey. Prize package does not include meals, 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 each prize is: \$2500. The actual retail value of the prize may vary depending upon the point of departure and fare fluctuation. Travel dates and availability to be provided by the Broncos. Final travel arrangements and choice of hotels to be determined by the Broncos in their sole discretion. Winners and their guests must travel together on the same itinerary. No extension or change of trip dates permitted. Trip is subject to air/ground travel availability, hotel availability, and all other prize and travel restrictions, as applicable.

**6. GENERAL CONDITIONS:** Winners may 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 U.S. residents 18 years of age or older and may be required to complete, sign and return a liability release within the same period. If a Winner or travel companion is a resident of a jurisdiction that deems him/her to be a minor, he/she must be accompanied by his/her parent/legal guardian and such person must pay his/her own expenses, unless deemed to be the Winner or any other traveling companion. Winner or travel companion (or parent/legal guardian if Winner or traveling companion is a minor) must sign and return all required documentation prior to the issuance of travel documents. If prize notification or prize is returned as non-deliverable, prize will be forfeited and awarded to alternate winner. All prizes claimed will be awarded. 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 Empower, 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 Sweepstakes 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 Sweepstakes Entities. Further, by accepting a prize, each winner agrees to release and hold harmless the Broncos and Sweepstakes 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 Sweepstakes-related activity, or participation in this Sweepstakes. This Sweepstakes is void where prohibited or restricted by law and is subject to all federal, state, and local laws and regulations. The Broncos and Sweepstakes Entities reserve the right, at 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes Entities in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you and the Sweepstakes 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes; (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 a Sweepstakes Entity's 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, the applicable Sweepstakes Entity 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 Sweepstakes 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 1, 2024, by sending a self-addressed, stamped envelope for receipt by January 1, 2024, to Denver Broncos Marketing, Broncos and Empower Fan Fly In, 1701 Bryant Street, Suite 900, Denver, CO 80204.

**9. Privacy:** The Broncos' privacy policy is available at <https://www.denverbroncos.com/privacypolicy>. Entrants should also review Empower's privacy policy available at <https://www.empower.com/privacy>. By entering the Sweepstakes, you consent to the sharing of your personal information ("PI") provided or collected through the registration process among the Sweepstakes Entities, and to the collection, processing and use of PI outlined in the applicable privacy policies. If you are verified as a prize winner, your first name, last initial, city and state may be included in a publicly available winners list.

Each entrant irrevocably waives all claims against the National Football League, its member professional football clubs including the Denver Broncos Football Club, The Denver Broncos Team, LLC, LTD, 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 Sweepstakes or the prizes awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

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