

## DENVER BRONCOS AND MATTRESS FIRM DRAFT TRIP SWEEPSTAKES

### Official Rules

**1. INTRODUCTION:** The Denver Broncos Football Club ("Broncos" or "Sponsor") and Mattress Firm ("Sponsor") 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 Sponsor ("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, and all those with whom such employees are domiciled, are NOT eligible.

**3. TIMING:** The Sweepstakes begins at 8:00:00 a.m. MST on Monday, March 4, 2024 and ends at 1:00:00 p.m. MST on Saturday, March 16, 2024 ("Sweepstakes Period").

**4. TO ENTER:** There are two ways to enter: (1) eligible entrants who attend the retail event at Sponsor's Quebec Square location (7357 E. 36<sup>th</sup> Ave. #100, Denver, CO 80238) (the "Event") will receive a ticket and be automatically entered into a random drawing conducted at the Event; or (2) eligible entrants may enter without attending the Event by sending a 3x5 index card with the entrant's name, mailing address, email address and phone number to Denver Broncos Partnership Marketing, 1701 Bryant Street, Suite 900, Denver, CO 80204. All mail-in entries must be received by 4:59:59 p.m. MST on Thursday, March 14, 2024, in order to be included in the drawing conducted at the Event and eligible for the prize. Absolutely no entries will be accepted after the expiration of the Sweepstakes Period. Limit one entry per person. No responsibility is assumed by Broncos and Sweepstakes Entities for any 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 March 10, 2024, to Denver Broncos, 1701 Bryant Street, Denver, CO 80204, Suite 900. 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 during a live drawing at the Event on March 16, 2024. If an Event attendee is selected, the Event attendee will be notified at the Event and must be present at the time of the drawing to be eligible to win. If a mail-in entrant is selected, the winner will be notified by email. Mail-in 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 two (2) tickets to day 1 and day 2 of the 2024 NFL Draft (April 25 and 26), coach-class flights to/from Detroit, MI, two (2) night hotel stay in Detroit. Prize package does not include, taxes, insurance, personal expenses, ground transportation allowance 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: \$4,999.

**6. GENERAL CONDITIONS:** Winners will be required to execute and return a prize acceptance agreement certifying their eligibility, agreeing to liability/publicity releases and providing tax information necessary for prize reporting, except where prohibited by law, within five (5) days following the date of notification. Winners must be U.S. residents 18 years of age or older excluding residents of the states of New York, Florida and Rhode Island. 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 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 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. 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 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 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 April 22, 2024, by sending a self-addressed, stamped envelope for receipt by May 13, 2024, to Denver Broncos Marketing, Broncos The Pick Promotion Enter to Win, 1701 Bryant Street, Suite 900, Denver, CO 80204.

**9. PRIVACY/DATA COLLECTION & USE/RELEASE:** 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. All personal information collected in connection with this Sweepstakes will be retained by both Broncos and Sponsor pursuant to their respective privacy policies, available at [www.denverbroncos.com/privacypolicy](http://www.denverbroncos.com/privacypolicy) and [www.mattressfirm.com/privacy-policy.html](http://www.mattressfirm.com/privacy-policy.html). By entering this Sweepstakes, entrant agrees to the use by Mattress Firm and its designees of his/her name, city and state of residence, and photograph/likeness/voice for advertising, promotional and other purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including without limitation, the Internet) without additional compensation or permission, except where permitted by law.

**10. WAIVER:** Each entrant irrevocably releases, waives, and discharges all claims against Mattress Firm, Inc. and its affiliates, and 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”), for any and all loss or damage, and/or any claim or demands therefore, on account of taxes owed or injury to the person (including wrongful death) or property arising out of or related to use, ownership or receipt of the Prize and/or traveling to or from any prize-related activity, whether caused by the negligence of a contest entity or otherwise; and further agrees that neither Mattress Firm, Inc, nor the NFL Entities, will have any 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.

© 2024 The Denver Broncos Football Club. All NFL-related trademarks are trademarks of the National Football League.