

Vitamix Blender Retweet-to-Win Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. BY PARTICIPATING IN THE “RETWEET-TO-WIN” SWEEPSTAKES, PARTICIPANT AGREES TO BE BOUND BY THESE OFFICIAL RULES, [THE CLEVELAND BROWNS PRIVACY POLICY](#), [THE CLEVELAND BROWNS TERMS OF USE](#), AND THE DECISIONS OF SPONSOR, WHICH SHALL BE FINAL IN ALL RESPECTS.

1. Eligibility: The Vitamix Blender Retweet-to-Win Sweepstakes (the “Sweepstakes”) is open to all legal residents of the United States who are 16 years of age or older as of the date of entry. Cleveland Browns Football Company LLC (“Sponsor”) is located at 76 Lou Groza Blvd., Berea, OH 44017. Employees of Released Parties and their immediate family members (parent, child, spouse or significant other, sibling and their respective spouses, regardless of where they reside) and/or household members (an individual resident in the same residence, whether or not related), are not eligible to enter or win. “Released Parties” as used herein shall mean, collectively, Sponsor, Cleveland Browns Stadium Company LLC, Twitter, the National Football League, its member professional football clubs and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies. All applicable federal, state and local laws apply. Void where prohibited. The Sweepstakes is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter or any other social media platform.

2. Entry Period: The “Entry Period” starts at 3:30 PM Eastern Time (“ET”) on 9/20/2022 and ends at 5:00 PM ET on 9/22/2022.

3. How to Enter: To receive one (1) entry for the Sweepstakes (each, an “Official Entry”), log-in to your Twitter account during the Entry Period and “Follow” the account @Browns and “ReTweet” the specified tweet from @Browns when prompted. You must have a valid and current Twitter account and follow @Browns to be considered eligible for the Sweepstakes. Each entry must be received by the close of the Entry Period to be eligible. Do not “tag” anyone in your comments or post any pictures with your comments. Entries that are deemed by the judges in their sole discretion to be immoral, obscene, or profane or not in keeping with Sponsor’s image or in violation of these Official Rules will be void. In addition, to be eligible, the Official Entry cannot include any third-party intellectual property or imagery. The Official Entry cannot defame or invade intellectual property rights of persons, living or deceased, or otherwise infringe upon any copyrighted, trademarked, or person’s personal or proprietary rights. In the event of a dispute as to the identity of an entrant, entry will be awarded to the person named on the Official Entry provided such individual is eligible according to these Official Rules. **Only one (1) entry per person and per Twitter account will be accepted during the Entry Period. Additional entries received from the same person or Twitter account in excess of the stated limitation will be void.** By submitting an Official Entry, entrants agree to (i) the terms of these Official Rules, (ii) the decisions of the Sponsor, which will be final and binding in all disputes and in all matters relating to the Sweepstakes, (iii) unless otherwise indicated on the Official Entry, the sharing of their information with Released Parties and receiving marketing and/or promotional communications from Sponsor and/or Released Parties, and (iv) the Cleveland Browns privacy policy located at <https://www.clevelandbrowns.com/about/privacy-policy> and the Cleveland Browns Terms of Use located at <https://www.clevelandbrowns.com/about/terms-of-use>. (Note: You will need to create a Twitter account if you don’t already have one. Membership on Twitter is free, and registration for Twitter can be obtained by logging on to <http://twitter.com> and following the onscreen instructions to open an account.). All Official Entries must comply with the Twitter Terms of Service and Twitter Rules available at the Twitter Web Site. Creating multiple Twitter Accounts in order to exceed the limits on Official Entries permitted by these Official Rules may result in the disqualification of all Official Entries from such accounts. Important note: If your Twitter account is set to “protected mode,” your updates/responses may not be visible in Sponsor’s inbox and may be invalidated at Sponsor’s discretion.

No purchase or payment of any kind is necessary, and you need not consent to have your personal information used for direct marketing purposes unrelated to this Sweepstakes, to enter or win. A purchase and/or consenting to direct marketing will not increase your chance of winning. All Entries by Entrants must be made manually by such Entrants. **By submitting an Official Entry, Entrant agrees to (i) the terms of these Official Rules, (ii) the decisions of the Sponsor, which will be final and binding in all disputes and in all matters relating to the Sweepstakes, and (iii) [the Cleveland Browns Privacy Policy](#), [the Cleveland Browns Terms of Use](#).** Additionally, by participating in the Sweepstakes, Entrant represents and warrants that (a) either, as applicable, Entrant owns the content submitted pursuant to these Sweepstakes (the "Content") and Entrant hereby grants to Sponsor all permissions necessary for Sponsor or its affiliates to repost and/or use the Content for future commercial purposes throughout the universe and in any medium without any further additional consideration being due, or, alternately, if Entrant is not the owner of the Content, Entrant has received express permission from the owner of the Content to post it in connection with the Sweepstakes and to grant to Sponsor all permissions necessary for Sponsor or its affiliates to repost and/or use the Content for future commercial purposes throughout the universe and in any medium without any further additional consideration being due, (b) Entrant has secured the express consent and permission from each individual appearing in the Content to the use of their image and likeness in connection with the Sweepstakes, and (c) no other rights or permissions are necessary in connection with the Content or otherwise for Entrant's participation in the Sweepstakes.

4. Winner Selection: For each prize listed below, one (1) potential Prize winner will be randomly selected from among all eligible Official Entries received during the Entry Period. The number of Prize winners selected during the Entry Period depends on the number of prizes offered. All Prize winners will be selected within 72 hours of the end of the Sweepstakes. Sponsor will contact the potential winner via phone, email, or direct message via the Twitter platform. Potential winner(s) will have seventy-two (72) hours to claim the prize. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive account(s), technical difficulties associated therewith, or an Entrant's failure to adequately monitor the platform of entry. In the event the potential winner fails to claim the prize by such deadline, an alternate winner may be selected. Odds of winning the Sweepstakes will depend on the total number of eligible entries received during the Entry Period and the number of Prizes. Potential winners may be required to execute and return an Affidavit of Eligibility, Liability and Publicity Release prior and as a condition to receiving any prize. Noncompliance with these Official Rules, the inability of Sponsor to contact the potential winner within a reasonable time period or prize or prize notification being returned as non-deliverable may result in disqualification and, time permitting, and at Sponsor's sole discretion, an alternate winner being selected.

5. Prizes: The Prize is Browns Branded Vitamix Blender and has an approximate retail value of \$599. The Prize will be awarded to one (1) Sweepstakes winner only. All costs and expenses associated with the acceptance and use of a prize not specified herein as being awarded, including, but not limited to, travel expenses (if any) associated with redemption of a prize and all federal, state and local taxes, are winner's sole responsibility, and winners shall indemnify and hold the Released Parties harmless in all respects related thereto. All prize details are at Sponsor's sole discretion and are subject to change. Prizes may not be sold, substituted for cash value, or transferred to any third party except as explicitly provided for in these Official Rules.

6. Miscellaneous: No transfer, assignment, cash redemption, or substitution of a prize (or any portion thereof) is permitted except by Sponsor which reserves the right to substitute a prize (or applicable portion thereof) with one of comparable or greater value, in its sole discretion if the prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated value of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the estimated value, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Sponsor will not replace any lost or stolen prize items. By participating in the Sweepstakes, as permitted by applicable law and subject to [the Cleveland Browns Terms of Use](#), Entrant (the "Indemnifying Party") shall indemnify the Released Parties from and against any and all losses, costs, damages, injuries, awards, judgments and liabilities,

including but not limited to legal and professional fees, costs, and expenses (“Losses”), incurred by any such Released Party as a result of any claim, suit, proceeding or cause of action asserted against the Released Party by a third party (“Claim”) and shall defend the Released Party against any such Claims arising from: i) any copyright, patent and/or trademark infringement, unlawful disclosure or use or misappropriation of a trade secret or other intellectual property right owing to the Released Party’s use of the Official Entry and any corresponding Content submitted by such Indemnifying Party; or ii) any material breach of these Official Rules by the Indemnifying Party. Furthermore, by participating in the Sweepstakes, Entrants release Sponsor and each of the other Released Parties from any and all claims, damages or liabilities arising from or relating to such entrant’s participation in the Sweepstakes. By accepting a prize, subject to applicable law and [the Cleveland Browns Terms of Use](#), prize recipient (a) agrees that neither the Sponsor nor any of the Released Parties will have any liability whatsoever for, and shall be held harmless by winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes; from acceptance, possession, misuse or use of prize and (b) grants (and agrees to confirm grant in writing promptly upon request) to Released Parties and those acting under Sponsor’s authority, the right to the use of the Content (if applicable) and his/her name, photograph, likeness, voice, image, statements and biographical information, at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation, unless prohibited by law. Each prize recipient further agrees to promptly verify in writing this aforementioned grant of rights upon request. Entrant represents and warrants to Sponsor that Entrant has all the eligibility, rights and authority as required to enter into the Sweepstakes, and to grant the rights granted herein; ii) the Content does not infringe the rights of any third-party person or entity; and iii) no consent of any third-party person or entity is required for submission or release of the Content. Neither Sponsor nor any of the Released Parties shall be liable in the event that any portion of the Sweepstakes or prize is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a “Force Majeure Event”). Released Parties are not responsible for late, lost, stolen, incomplete, illegible, inaccurate, misdirected, undelivered, damaged, or destroyed entries, and such entries may not be considered by Sponsor or Released Parties. The use of script, macro or other automated or mechanical devices (or any other devices intended to automate or subvert any aspect of entry) to participate in the Sweepstakes is prohibited and any entry through such means and any entry that is deemed to be ineligible (at Sponsor’s sole discretion and in accordance with these Official Rules) will be void. Released Parties are not responsible for failures, problems or errors relating to the Sweepstakes. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with the Sweepstakes. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Sweepstakes (or any portion thereof) for any reason, including should virus, worms, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play or submission of entries of the Sweepstakes and, in the case of termination, at its discretion, select the winner for the drawing(s) at issue from all eligible entries received for the drawing(s) at issue prior to the event that required such termination. The successors, heirs, and assigns of entrants and potential winners are subject to the terms of these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE APP, WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Winners’ List: For a list of the winners send a self-addressed, stamped envelope for receipt by 9/23/2022 to: Vitamix Blender Retweet-to-Win Sweepstakes, c/o Cleveland Browns, 76 Lou Groza Blvd., Berea, OH 44017.