## 2025 SMS DRAFT SWEEPSTAKES OFFICIAL RULES

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

**ELIGIBILITY:** The 2025 SMS Draft Sweepstakes (the "<u>Sweepstakes</u>") is open to legal residents of the United States who are of legal age of majority in the jurisdiction in which they reside (and at least 18 years old) at the time of entry. Employees, officers, and directors (including immediate family members (spouse, parent, child and sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Cleveland Browns Football Company LLC ("<u>Club</u>"), the National Football League, its member professional football clubs and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies (collectively, the "<u>NFL Entities</u>"), and any and all other companies associated with the Sweepstakes are not eligible to participate or win a prize. The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Void outside the United States, states in which sweepstakes bonding is required, and otherwise where prohibited or restricted by law, rule or regulation.

**HOW TO ENTER**: During the Promotion Period (defined below), an eligible entrant may enter by two (2) methods listed below:

- A. **Online Method:** During the Entry Period, go to <u>https://browns.attn.tv/p/7AN/landing-page</u> or click on the banners, buttons and/or links to access the online entry form for the Sweepstakes entry page and register by following the prompts to complete the required fields on the entry page, such as name, email address, phone number, zip code, etc.
- B. Text: During the Promotion Period (defined below) text "DRAFT25" to short code 39709. Your mobile phone must be capable of sending and receiving text messages to participate via this method. Standard text message rates apply. See your wireless provider for pricing plan details. All text message entries must be received by the end of the Promotion Period to be eligible. Entries generated by script, macro or other automated or mechanical means or with the intent to subvert the entry process are void. All entries become the property of Sponsor and will not be acknowledged or returned. By entering this Sweepstakes via text messaging the entrant is consenting to receive text and phone messages regarding the Sweepstakes. Partial, incorrect or incomplete/piecemeal submissions WILL NOT BE ACCEPTED as Sweepstakes entries and shall not be eligible for any prize.

No other method(s) of entry will be accepted. Limit one (1) entry per person, per family, per email address, social media handle or Facebook login, as applicable and per household, regardless of method of entry. Multiple entries received from any person or family or e-mail address or household in excess of the stated limitation will be void. All information and files submitted in the format specified will become property of Sponsor and used as provided in the applicable Terms of Use and Privacy Policy, each of which can be found by visiting <u>https://www.clevelandbrowns.com/about/terms-of-use</u> and <u>https://www.clevelandbrowns.com/about/privacy-policy</u> (both of which are incorporated herein by reference). **PROMOTION PERIOD**: The Sweepstakes promotion period begins at 10:00 am ET on April 21, 2025 and ends at 11:59 pm ET on May 4, 2025 ("Promotion Period").

**RANDOM DRAWING**: On or about the dates indicated in the chart above, the potential winner of the Sweepstakes (each a "<u>Winner</u>" and collectively, the "<u>Winners</u>") will be selected by random drawing from among all eligible entries received by the Sponsor The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received during the Entry Period.

PUBLICATION AND ASSIGNMENT OF RIGHTS TO SUBMISSIONS: By entering the Sweepstakes, each entrant agrees that his or her submission is an original work of authorship and he or she owns all right, title and interest in the entry as of the date of submission. Entries cannot defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights. If the entry contains any material or elements that are not owned by the entrant and/or that are subject to the rights of third parties, the entrant is responsible for obtaining and has obtained, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor and the NFL Entities in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry. If any identifiable person appearing in the entry is under the age of majority in his or her state of residence, the parent or legal guardian of such person is required to provide permission. Sponsor reserves the right to require proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Sponsor reserves the right to disqualify any entry it deems to be offensive, inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules, in its sole discretion.

By entering the Sweepstakes, entrants agree to assign all right, title, and interest, including copyright rights, in the entry to Sponsor and grant permission for Sponsor, the NFL Entities and their respective designees to publish or publicize all or part of their entry, including but not limited to entrant's name, likeness and submission, in whole or in part, for advertising, promotional and trade or other purposes in conjunction with this and similar promotions in any and all media now known or hereafter developed, worldwide in perpetuity, without notice or permission and without further compensation, except where prohibited by law.

**PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):** The Winner will receive the following prize: one (1) Cleveland Browns Helmet autographed by the 2025 Browns Draft Class. ARV: \$350. Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified herein as being provided by Sponsor shall be borne by the Winner, All Prize details are at Sponsor's sole discretion.

The Prize is non-transferable and non-assignable, with no cash redemptions or substitutions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the Prize (or portion thereof) with one of comparable or greater value, at its sole and absolute discretion.

**NOTIFICATION:** The Winner will be notified by text message, e-mail, mail and/or telephone (in the sole discretion of Sponsor) by the Sponsor. In the event that any Winner does not respond

to any such notification within three (3) days of the date of issuance, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate Winner may be chosen from among all remaining eligible entries. The Winner may be required to submit his/her valid social security number (if applicable) and/or other identification to Sponsor and will be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, within five (5) days of date of issuance. A disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate Winner may be randomly selected from among all remaining eligible entries if all required documents are not properly executed and returned within the specified period of time. Refusal or return of such documents as non-deliverable or Winner's noncompliance with these Official Rules will also result in disqualification and forfeiture of the Prize and, at Sponsor's sole discretion and time permitting, may cause an alternate Winner to be selected from among all remaining eligible entries.

WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against the Sponsor, the NFL Entities, Facebook and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "<u>Released Parties</u>") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Prize. The Winner, by acceptance of Prize, grants to Sponsor, the NFL Entities and each of their respective designees the right to publicize such Winner's name, address (city and state of residence), photograph, voice and/or other likeness and prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

GENERAL CONDITIONS: Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or garbled entries, through e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website.

This Sweepstakes may not be used for any form of gambling. In the event that the Sweepstakes is challenged by any legal or regulatory authority, Sponsor reserves the right to discontinue or modify the Sweepstakes, or to disqualify Participants residing in the affected geographic areas. In such event, Released Parties shall have no liability to any Participants who are disqualified due to such an action.

Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor and/or its respective agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning any Prize, and (ii) disclaim any implied warranty. All disputes will be resolved under applicable U.S. laws in the County of Cuyahoga, state of Ohio without giving effect to choice of law or conflicted law principles (whether of the state of Ohio, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Ohio. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.

The Sponsor and the other Released Parties, as applicable, reserve the right, in their sole discretion, to cancel or suspend the Sweepstakes for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes. In the event of cancellation, Sponsor may elect to identify the Winners and award the Prize from among all non-suspect, eligible entries received up to the time of such cancellation.

## CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

All online entries must include a valid e-mail address for the entrant. If only one entry per person is permitted, in case of multiple entries received from any person or e-mail address or household, only the first entry received from such person, e-mail address or household will be considered. In the event of a dispute as to the identity or eligibility of a Winner based on an e-mail address, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

**WINNERS' LIST:** For the name of the winner, mail a self-addressed stamped envelope to: 2025 SMS Draft Sweepstakes, 76 Lou Groza Blvd. Berea, OH 44017. Winner's name requests must be received within one-hundred and twenty (120) days of the conclusion of the Promotion Period.

SPONSOR: The Sponsor of this Sweepstakes is the Cleveland Browns.