

Effective Date: September 21, 2023

# Dawg Rewards Program Terms and Sweepstakes Official Rules

These Dawg Rewards Program Terms and Sweepstakes Official Rules ("Program Terms / Rules") are Additional Terms as defined by our online services Terms of Use. By using your Dawg Rewards digital card or the account number associated with your Dawg Rewards Account, you (i) agree to such [TERMS OF USE](#) and these Program Terms / Rules and (ii) consent to our [PRIVACY POLICY](#), which will be applicable to your use of your Dawg Rewards Account and associated digital card and card number. These Program Terms / Rules shall be effective beginning September 21, 2023 and shall continue until further notice.

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 PROGRAM, INCLUDING ANY PROGRAM SWEEPSTAKES, PARTICIPANT AGREES TO BE BOUND BY THESE PROGRAM TERMS / RULES, INCLUDING THE APPLICABLE SWEEPSTAKES OFFICIAL RULES, THE CLEVELAND BROWNS [PRIVACY POLICY](#) AND [TERMS OF USE](#), AND THE DECISIONS OF THE BROWNS, WHICH SHALL BE FINAL IN ALL RESPECTS. SEE SECTION A BELOW REGARDING GENERAL PROGRAM TERMS AND BENEFITS AND SECTION B BELOW FOR SWEEPSTAKES OFFICIAL RULES.

YOU CONSENT TO OUR PRIVACY PRACTICES AND AGREE TO (I) LIMITATIONS ON YOUR REMEDIES AND OUR LIABILITIES AND (II) THE ARBITRATION OF DISPUTES AND CLASS ACTION WAIVER.

## A. DAWG REWARDS PROGRAM TERMS

**1. General Terms:** We may from time-to-time issue to season ticket holders and other loyal supporters of Cleveland Browns Football Company LLC ("**Browns**") a Dawg Rewards Program ("**Program**") card and/or account number (collectively, the "**Account**"), which you may use to access certain Benefits (defined below). The Program, your Account, Benefits and your participation are subject to the following:

(a) No Interest Granted: Benefits and your Account have no cash or pecuniary value and you have no property or other interest or right to them (including, without limitation, no community property interests apply to a spouse's Benefits or Account, and they are not descendible upon death) and you may not sell, gift, encumber or transfer Benefits or your Account.

(b) Benefits: From time to time we may offer you the ability to earn and redeem discounts, sweepstakes entries, points, rewards and receive other benefits (such as early or exclusive opportunities to purchase tickets or invitations to special events) ("**Benefits**") as a result of Program participation. We may change Benefits, including accrual and redemption terms, unless we have specifically committed otherwise in

writing (e.g. limited time promotions). Please check the Dawg Rewards page [here](#) regularly for current details.

(c) Termination: We may terminate your Account, or the Program, in which case Benefits are forfeited, subject to any other commitments made in the Official Rules in Section B, or in applicable Additional Terms (if any).

(d) Eligibility: Limited to U.S. residents, 18 and older, void where prohibited, and subject to eligibility requirements and Program terms, conditions and limitations and applicable Additional Terms.

(e) Changes: Each time you participate in the Program (e.g., using your Account or receiving or redeeming a Benefit), you agree to be bound by and comply with then current Program Terms / Rules posted [here](#), and any applicable Additional Terms. ***Do not participate in the Program, and cancel your Dawg Rewards Account by notifying us [here](#), if you do not agree to any of these Program Terms / Rules or applicable Additional Terms. Any previous participation will continue to be governed by the Program Terms / Rules and applicable Additional Terms in place at the time of such participation.*** You agree that posting of changes to the Program, Benefits or these Program Terms / Rules, or other Program-related notices, on our website at [www.clevelandbrowns.com](http://www.clevelandbrowns.com) is sufficient notice to you.

**2. Transactions and Activities:** You may receive Benefits as a result of engaging in transactions with us or third parties, or engaging in certain activities, which we may from time-to-time offer. Please check the Dawg Rewards page [here](#) regularly for current details. In connection therewith, we may monitor and track such transactions and activities, and use such information consistent with our [Privacy Policy](#). This may involve us receiving your transaction and activity information from third parties, such as merchants, websites, concessionaires and others that you may deal with that participate in our Program, or other loyalty or rewards operators if you link your Program Account to your account with the other program(s). Examples include:

- Activities and purchases in Cleveland Browns Stadium;
- Purchases and use of Cleveland Browns game or other event tickets;
- Use of our website and mobile applications, including device location unless location awareness is disabled (for more information see our [Privacy Policy](#));
- Your transactions and/or activities, and other information, in connection with third party merchants, websites, concessionaires, loyalty or rewards programs and others that you may deal with that participate in our Program;
- Opportunities to engage in activities such as referring friends, posting social media messages, etc. that we may from time-to-time offer as ways to obtain Benefits.

**3. Dispute Resolution and Class Action Waiver:** You and we agree that all disputes pertaining to the Program or these Program Terms / Rules will be resolved through binding arbitration. You and we also agree that disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. All such disputes

shall be handled according to the dispute resolution terms and conditions set forth in the [Terms of Use](#), which shall govern in the event of a conflict with these Program Terms / Rules.

**4. Other Program Information:** The Program and its content, logos, taglines, and trademarks are the intellectual property of Cleveland Browns Football Company LLC; all rights reserved.

These Program Terms / Rules are void where and to the extent prohibited by applicable law. The interpretation and application of these Program Terms / Rules is in the sole discretion and determination of the Browns, which in each case you irrevocably agree shall be conclusive. Taxes may apply to Benefits accrual and/or redemption where required by law, for which you agree to be fully responsible and indemnify and hold us harmless in all respects related thereto.

The [Terms of Use](#) set forth, among other things, the terms and conditions pertaining to limitations of liability, disclaimer of warranty, and governing law. The Program is included in the definition of Services as defined by our [Terms of Use](#). Collectively, the Program Terms / Rules, any applicable Program Additional Terms, and any terms incorporated into such by reference, constitute our complete agreement with you regarding the Program and supersede all prior agreements, offers or representations, and can only be amended or waived by an authorized officer of the Browns.

## B. SWEEPSTAKES OFFICIAL RULES

The following are the "**Official Rules**" for the Primary Program Sweepstakes (defined below) for the Promotion Period (defined below). From time-to-time we may offer additional sweepstakes, contests and promotions that have separate official rules. Go to the Dawg Rewards page [here](#) for more details.

**1. Eligibility:** The Dawg Rewards Program sweepstakes (the "**Primary Program Sweepstakes**") is open to all legal residents residing in the United States who are 18 years of age or older as of date of entry. Cleveland Browns Football Company LLC ("**Sponsor**") is located at 76 Lou Groza Blvd., Berea, OH 44017. Employees of Released Parties (defined below) and such employee's immediate family (e.g., parent, child, spouse or significant other, sibling and their respective spouses, regardless of where they reside) and 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, the National Football League, its member professional football clubs and each of their respective parent, affiliates, subsidiaries and advertising and promotion agencies. All applicable federal, state and local laws apply. Void where prohibited.

**2. Promotion Period:** Starts upon delivery of the unique bar code number to season ticket members to be used for discounts on purchases at [shop.clevelandbrowns.com](http://shop.clevelandbrowns.com) for

the upcoming NFL Season and ends at 11:59:59 pm ET on the March 31<sup>st</sup> immediately following that same NFL Season ("**Promotion Period**").

**3. How to Enter:** Receive one (1) Official "**Entry**" by either (a) presenting your Dawg Rewards digital card or Account number when making approved concessions or merchandise purchases during the applicable Promotion Period at either the Stadium in Cleveland, Ohio or <http://shop.clevelandbrowns.com>; or by (b) mailing to Dawg Rewards Sweepstakes, c/o Cleveland Browns, 76 Lou Groza Blvd., Berea, OH 44017 a postcard with proper postage affixed at least five (5) days prior to the end of the applicable Entry Period. Any postcard(s) submitted must be legible and contain the following information: the entrant's full name, address, phone and email (if any), and, if you want to opt-out of having your entry information used for sending you direct marketing unrelated to this Sweepstakes, write "MARKETING OPTOUT" on the postcard. Each entry must be received by the close of the applicable Entry Period to be eligible. In the event of a dispute as to the identity of an entrant, entry will be awarded to the person named on the mail-in Entry form, or associated with the Entry Account, as applicable, provided such individual is eligible according to these Official Rules. 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. 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. 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 the Browns, will be disqualified and all associated entries will be void.

**4. Winner Selection:** For each Prize offered during the Primary Program Sweepstakes, one (1) potential Prize winner will be randomly selected from among all eligible entries received prior to the Prize drawing during the applicable Promotion Period. The winner for each Prize will be selected no later than 11:59:59 pm ET on the twenty-first day following the close of the applicable Promotion Period. Sponsor will contact the potential winner via phone or email. 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. Odds of winning the

Sweepstakes will depend on the total number of eligible entries received during the applicable Promotion Period prior to the drawing and the number of Prizes offered for such Promotion Period. By submitting an Entry, entrants agree to (a) the terms of these Official Rules, (b) the decisions of the Sponsor, which will be final and binding in all disputes and in all matters relating to the Sweepstakes, (c) unless the entrant opted-out of direct marketing as set forth above, the sharing of their information with Released Parties and receiving marketing and/or promotional communications from Sponsor and/or Released Parties, and (d) the Browns [Privacy Policy](#) and [Terms of Use](#).

**5. Prizes:** Prize details are available on the Dawg Rewards page [here](#). Unless otherwise noted below, one (1) Prize will be awarded to one (1) winner. All prize details are at the sole discretion of Sponsor and are subject to change. Prizes may not be substituted for cash value. All costs and expenses associated with the acceptance and use of a prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes and any travel required to redeem or claim a prize, are winner's sole responsibility, and winners shall indemnify and hold the Released Parties harmless in all respects related thereto.

**6. Miscellaneous:** No transfer, assignment, cash redemption, or substitution of a prize (or 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. By participating in the Sweepstakes, as permitted by applicable law and subject to our [Terms of Use](#), 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 our [Terms of Use](#), prize recipient (a) agrees that neither the Sponsor nor any of the Released Parties shall 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 Sponsor, NFL Entities and Released Parties and those acting under Sponsor's authority, the right to the use of 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 World Wide Web without review, notification or approval, and additional compensation, unless prohibited by law. Sponsor, NFL Entities and Released Parties are not liable in the event that any portion of the Sweepstakes or any prize is canceled due to guidelines or restrictions of the NFL established subsequent to the Effective Date, changes in game schedules or locations, technical or mechanical difficulties, preemptions, weather, fire, strikes, labor disputes, work stoppages, boycotts, riots, war or national emergencies or disasters, terrorist acts or threats of terrorist acts, governmental restrictions, global health emergencies, pandemics, epidemics and/or actual or anticipated public health crises, acts of God, or any other cause beyond their control (each, a "**Force Majeure Event**"). Subject to applicable law, Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Sweepstakes (or

portion thereof) for any reason, including should virus, worms, bugs, nonauthorized 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 any such 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 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 of the Prize(s) (available thirty (30) days following the close of the applicable Promotion Period), send a self-addressed, stamped envelope for receipt by no later than one-hundred and twenty (120) days following the close of the applicable Promotion Period to: Dawg Rewards Sweepstakes, c/o Cleveland Browns, 76 Lou Groza Blvd., Berea, OH 44017.