# BUCCANEERS PICK 3 OFFICIAL RULES

- 1. PLEASE REVIEW THE "DISPUTES & ARBITRATION" PARAGRAPH IN THESE OFFICIAL RULES REGARDING YOUR RIGHTS IN ANY DISPUTE INVOLVING THIS PROMOTION, INCLUDING A MANDATORY ARBITRATION CLAUSE AND A WAIVER OF A JURY TRIAL OR CLASS ACTION, THAT LIMITS YOUR RELIEF.
- 2. **NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN**. The Buccaneers Pick 3 (the "<u>Promotion</u>") is sponsored by the Buccaneers Team LLC (the "<u>Sponsor</u>") and administered by Sideline Sports ("<u>Administrator</u>") (together, the "<u>Promotion Parties</u>"). Promotion is offered only in the forty-eight (48) contiguous United States (excluding New York and Rhode Island) and the District of Columbia (the "<u>Promotion Area</u>"). Void outside the Promotion Area and where prohibited.

### INTRODUCTION

- 3. Promotion starts on September 8, 2024 at 12:01 AM Eastern Time ("ET") and ends at 4:00 PM ET on January 5, 2025 and consists of seventeen (17) games (each, a "Pick 3 Game"). One (1) Pick 3 Game will be offered during each home and away football game of the Tampa Bay Buccaneers (the "Buccaneers") 2024 Regular Season (excluding "Bye" week), as listed in the Promotion Chart below (each a "Bucs Game"). Each Pick 3 Game will start at 12:01 AM ET and end at the official start (kick-off) of the corresponding Bucs Game (each, a "Pick 3 Game Period"). Entries submitted outside of any Pick 3 Game Period will not be accepted. Administrator's computer is the official time-keeping device for this Promotion.
- 4. Promotion is not sponsored, endorsed or administered by, or associated with the NFL Entities or any of their respective parents, governors, subsidiaries, affiliates, directors, officers, shareholders or agents. The NFL Entities have neither offered, sponsored nor endorsed the Promotion. The NFL Entities will have no liability or responsibility for any claim arising in connection with participation in the Promotion or any prize awarded. By entering, accepting a prize and/or otherwise participating in this Promotion, you agree to completely release each of the NFL Entities from all liability. Any questions, comments or complaints regarding the Promotion must be directed to the Sponsor and not to the NFL Entities. The term "NFL Entities" refers collectively to the National Football League (the "NFL"), NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC, each of the NFL member professional football clubs, and each of their respective parents, subsidiaries, affiliates, partners, shareholders, governors, officers, directors, agents, representatives and employees.
- 5. Promotion is subject to all federal, state and/or local laws. The Sponsor shall be entitled to interpret these official rules ("<u>Official Rules</u>") as needed including without limitation rules regarding eligibility, entries, deadlines, winner selection and prize restrictions. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. For more information about the Promotion, visit <a href="https://www.buccaneers.com/fans/contests-and-promotions">https://www.buccaneers.com/fans/contests-and-promotions</a> (the "<u>Promotion Page</u>").
- 6. IMPORTANT: PLEASE NOTE THAT THE TICKET PRIZE CONSISTS ONLY OF GAME TICKETS AND DOES NOT INCLUDE ANY TRAVEL OR LODGING OF ANY KIND. TICKET PRIZE WINNER AND GUEST ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR MAKING ARRANGEMENTS, AT THEIR OWN EXPENSE, FOR ALL TRAVEL AND LODGING.

## **ELIGIBILITY**

- 7. You must be eighteen (18) years old or older and above the age of majority in your state of residence and a legal resident of the <u>Promotion Area (above)</u> to be eligible to participate in this Promotion. In addition, you must have a smartphone or other mobile or compatible device and data plan to be eligible to participate.
- 8. Employees, associates, officers, directors, volunteers and agents of the <a href="Promotion Parties">Promotion Parties</a>, the NFL Entities, or any other entity directly involved in the development, administration or execution of the Promotion, and the members of their immediate families (defined as spouse, parents, siblings and children) and households (whether or not related), are not eligible to enter or win. "Household members" shall mean people who share the same residence at least three (3) months a year, whether related or not.
- 9. Promotion is not open to groups, clubs or organizations. Groups, clubs and organizations are prohibited from reproducing or distributing Promotion materials to their members without the Sponsor's prior express consent.

### **PRIZES & ODDS**

10. Five (5) weekly prizes (each, a "<u>Weekly Prize</u>") and One (1) grand prize (each, a "<u>Grand Prize</u>") will be offered during each Pick 3 Game, as described below with the corresponding approximate retail value ("<u>ARV</u>"). Specific prize restrictions follow.

Period	Grand Prize (1)	ARV	Weekly Prizes (5)	ARV
Week 1	One (1) signed football	\$30	0 One (1) mini helmet	
Week 2	One (1) \$300 Bucs Team Store gift card	\$300	One (1) Bucs flag	\$40
Week 3	One (1) \$100 Bucs Team Store gift card	\$100	One (1) Bucs hat	\$40
Week 4	One (1) signed football	\$30	One (1) \$50 Bucs Team Store gift card	
Week 5	One (1) \$100 Bucs Team Store gift card	\$100	One (1) Bucs hat	\$40
Week 6	One (1) Antoine Winfield Jr. jersey (Men's Size L or XL)	\$130	One (1) \$50 Bucs Team Store gift card	\$50
Week 7	One (1) Mike Evans jersey (Men's Size L or XL)	\$130	One (1) mini helmet	\$35
Week 8	One (1) \$300 Bucs Team Store gift card	\$300	One (1) Bucs creamsicle flag	\$40
Week 9	Two (2) tickets (general admission) to the Bucs v 49'rs game on November 10, 2024 at Raymond James Stadium ("RJS"), 4201 N. Dale Mabry Highway, Tampa, Florida 33607 (the "Prize Game")	\$450	One (1) mini helmet	\$35
Week 10	One (1) \$100 Bucs Team Store gift card	\$100	One (1) Bucs flag	\$40
Week 12*	One (1) Baker Mayfield jersey (Men's Size L or XL)	\$130	One (1) mini helmet	\$35

Week 13	One (1) Calijah Kancey jersey (Men's Size L or XL)	\$130	One (1) \$50 Bucs Team Store gift card	\$50
Week 14	One (1) Ronde Barber jersey (Men's Size L or XL)	\$130	One (1) Super Bowl 37 hat	\$40
Week 15	One (1) signed football	\$30	One (1) mini helmet	\$35
Week 16	One (1) Tom Brady jersey (Men's Size L or XL)	\$130	One (1) \$50 Bucs Team Store gift card	\$50
Week 17	One (1) \$100 Bucs Team Store gift card	\$100	One (1) Bucs hat	\$40
Week 18	One (1) signed football	\$30	One (1) Bucs flag	\$40

<sup>\*</sup>No Pick 3 Game or prizes will be offered during the Buccaneers "Bye" Week (Week 11)

11. The odds of winning a Weekly Prize depend on the number of participants and their respective points scores. The odds of a Weekly Prize winner winning a Grand Prize are 1 in 5.

### PRIZE RESTRICTIONS

- 12. All prize details shall be at the Sponsor's sole discretion. Each prize offered is provided "as is" with no warranty or guarantee either express or implied by Released Parties (below). Without limiting the foregoing, Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including without limitation its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.
- 13. Each winner assumes sole responsibility for all expenses and incidental costs associated with the prizes not expressly included in the prize description above, including without limitation, all federal, state and/or local taxes, including sales, use and income taxes (if any), all transportation, travel and/or lodging, food, beverages, snacks, parking, concessions, souvenirs, merchandise, COVID tests, personal items, tips, gratuities, upgrades, extras, surcharges, fees and/or other items..

## Autographed Merchandise

14. The individual team member autograph component of any prize has no cash value and no specific player autograph is guaranteed. The specific autographing team member is determined in the sole discretion of the Buccaneers based on availability. If this prize component is unavailable or cannot be or is not fulfilled for any reason, that winner will not be entitled to any substitution, remuneration or alternate prize. All autographed or other Buccaneers-themed items and autographing players will be selected by the Sponsor in its sole discretion and no particular player autograph or item is guaranteed or assured.

## Gift Card Prizes

15. Gift card prize components (if any) cannot be used in connection with other offers or discounts and are subject to any terms and conditions thereon and/or otherwise imposed by the relevant issuers. For more information about Buccaneers gift cards, visit <a href="https://shop.buccaneers.com/gift-cards/gc-1">https://shop.buccaneers.com/gift-cards/gc-1</a>.

## Ticket Prizes

- 16. NO LODGING OR TRANSPORTATION OF ANY KIND, INCLUDING TO/FROM THE PRIZE GAME OR ANY PRIZE GAME-RELATED ACTIVITIES, IS INCLUDED IN ANY PRIZE UNLESS EXPRESSLY STATED AS PART OF SUCH PRIZE DESCRIPTION ABOVE, AND WINNERS ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR SCHEDULING AND PAYING FOR ANY SUCH LODGING AND TRANSPORTATION ARRANGEMENTS.
- 17. Prize Game tickets are subject to certain terms and conditions as specified by the issuer. Exact Prize Game seating or viewing locations (if applicable) locations will be determined at the sole discretion of RJS and/or the Sponsor and may be subject to change. Prize Game tickets are valid only on the date set forth above in the prize description or on the tickets. Prize Game dates, times and gate opening times may be determined in the joint discretion of the relevant teams, RJS, the franchise governing body and/or broadcast networks, as applicable, and are subject to change. If unused, tickets cannot be returned, refunded or exchanged for cash value or substitute tickets. Prize Game tickets awarded as part of any prize may not be resold or offered for resale or used in any way for commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification, prize forfeiture, and/or revocation of any license granted by such Prize Game tickets.
- 18. Guest must be at least eighteen (18) years old or have prior permission from a parent or legal guardian and may be required to sign a liability waiver and/or (where legal) publicity release prior to receipt of prize tickets.
- 19. Winner and guest agree to submit to any temperature and other screenings required by RJS as a condition of admission to any Prize Game participation in or attendance at any other prize-related activities. Without limiting the generality of the foregoing, winner and guest must comply with all other applicable RJS COVID guidelines, safety measures and/or protocols in connection with the Prize Game ticket prize component, including any temporary or permanent social distancing requirements and/or mask or face covering requirements, as permitted by law. Refusal to comply with all such applicable COVID-19 requirements may result in forfeiture of the prize and no replacement or alternate prize will be provided. The Sponsor shall not be responsible under any circumstances whatsoever for providing the winner with any form of compensation for any prize or portion thereof forfeited due to the refusal of the winner or his/her/their guest to comply with all applicable COVID-19 requirements. For more information about RJS COVID protocols, visit https://www.buccaneers.com/stadium/fan-gameday-playbook. The Sponsor has no control over COVID-19 protocols imposed by any venue and provides this information as a courtesy and without any representation as to the accuracy or currency of the information. As health authority recommendations continue to evolve, venue and other third-party pandemic procedures are regularly updated, and winner and guest are solely responsible for ensuring access to the most up-to-date information.
- 20. In addition, winner and guest are responsible for observing all applicable laws, guidelines, regulations, orders and directives at the time of the Prize Game to guard against contracting and/or transmitting the COVID-19 virus (as defined by the World Health Organization and any of the strains, variants or mutations thereof), which may include, without limitation, the observance of social distancing guidelines, frequent washing of hands and use of hand sanitizers, and the wearing of face masks, gloves, and other personal protection equipment, and other safety measures.

- 21. RJS reserves the right to remove or to deny entry to any person, including the winner or guest, who engages in a non-sportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person at the Prize Game, or who refuses to abide by applicable RJS regulations or policies. Without limiting the foregoing, your use of any Prize Game tickets or attendance at the Prize Game or any Prize Game-related activity is subject to all RJS rules, regulations, policies and restrictions as well as the NFL Fan Code of Conduct. Visit <a href="https://raymondjamesstadium.com/">https://raymondjamesstadium.com/</a> or call (813) 350-6500 for more information about RJS; visit Buccaneers for the NFL Fan Code of Conduct. The Sponsor will not replace any lost, mutilated, or stolen Prize Game tickets.
- 22. Prizes are subject to change or cancellation without written notice or warning. Should an act of God, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities, epidemics, pandemics and the spread of infectious diseases, including without limitation, COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), and any related governmental or judicial actions, including but not limited to travel restrictions, taken in connection with, or as a response to, any such event, or any other event beyond the reasonable control of a party, whether or not existing, known, foreseen or foreseeable at the time the Prize Game occurs, render the fulfilment of all or a portion of the prize delayed, hindered, adversely affected, impracticable, or impossible, the Sponsor, in its sole and absolute discretion, reserves the right to evaluate, make modifications to, and restructure the fulfilment processes and timelines for the prize, or portion thereof. The Sponsor may modify and/or restructure the prize or portions thereof to comply with government orders or guidelines and the Sponsor's and venue's health and safety requirements. In addition, winners and their guests should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before traveling.
- 23. Released Parties (below) will not be responsible for weather conditions, Acts of God, acts of terrorism, epidemic, pandemic (including COVID), other health crises, civil disturbances, player/referee/umpire/labor strike, work stoppage, natural disaster or any other event or occurrence outside their control (each, a "Force Majeure Event") that may cause the cancellation, postponement or restricted viewing of the Prize Game, in whole or part. The terms and conditions of the tickets awarded as part of any prize will govern in the event a legal game, event, or exhibition, as defined by the relevant governing body, is not played or held or that spectators/fans are not permitted to physically attend, as applicable, due to a Force Majeure Event or any other reason.

### TO ENTER

- 24. You must have a compatible IOS or Android smartphone, tablet or other mobile device to be eligible.
- 25. As noted above, Promotion and consists of seventeen (17) Pick Games corresponding to the <u>Buccaneers</u> Regular Season Game weeks and excluding the "Bye" week. Entries will be accepted starting at 12:01 AM on the day of each Bucs Game in the Promotion Chart below, and ending at kick-off of the corresponding Bucs Game.
- 26. One (1) Pick 3 Game will be held during each Bucs Game, as are set out in the <u>Promotion Chart below</u>. Five (5) Weekly Prizes will be awarded to the top points earnings during each Pick 3 Game and one (1) of the five (5) Weekly Prize winners will be selected in a random drawing to receive the Grand Prize. Winners will be notified at the conclusion of each Pick 3 Game. No entries will carry forward into subsequent weeks or drawings, if any. IT IS

## POSSIBLE THAT NOT ALL PRIZES OFFERED DURING THIS PROMOTION WILL BE AWARDED.

- 27. To enter, you will need to complete each of the following steps:
  - a. Step 1: Get the Buccaneers App: To participate, you must have a compatible smartphone or other wireless or mobile device and you must download the free Buccaneers mobile application (the "Buccaneers App") from the Google Play Store (Android Market) or the Apple iTunes Store if you have not done so previously. Your participation in this Promotion will be subject to your agreement to, and compliance with, the applicable terms and conditions governing the use of the Buccaneers App.
  - b. Step 3: Make your picks: Open and log into the Buccaneers App, then select "Pick 3" or similar tab on the home screen and select three (3) Buccaneers players from the list on the screen of your device. The selected players' on-field performance events will earn you points during the applicable Bucs Game. Limit of one (1) selection of three (3) Buccaneers players per person per Pick 3 Game. Once you have selected your players, the Buccaneers App will automatically record points for certain events that may occur involving your selected players during each Game of the applicable Bucs Game, as such events are determined by the official on the playing field (each, a "Game Event"). For a list of Game Events and their respective point value, visit the relevant Tab in the Buccaneers App. Game Event points will appear on the leaderboard within the Buccaneers App as soon as the electronic records are updated. NO GAME EVENT POINTS WILL BE RECORDED AFTER THE WHISTLE IS BLOWN TO END THE APPLICABLE GAME. You are encouraged to hit "refresh" on occasion throughout the applicable Bucs Game to ensure the Buccaneers App tracks all Game Events.

You may participate in the Promotion only via the Buccaneers App using your mobile device. This is the only method of entry. Entries will not be accepted via any other method.

- 28. Proof of sending is not proof of receipt by Sponsor. Sponsor will not accept screen shots as proof of entry. Non-winning entries do not carry over to subsequent Pick 3 Games, if any. IMPORTANT: MESSAGE AND/OR DATA RATES MAY APPLY TO THE USE OF MOBILE PHONES/DEVICES TO PARTICIPATE IN THE PROMOTION. WIRELESS SERVICE MAY NOT BE AVAILABLE IN ALL AREAS. EACH WIRELESS CARRIER'S DATA RATE PLAN MAY VARY, AND YOU SHOULD CONTACT YOUR WIRELESS CARRIER FOR INFORMATION ON DATA RATE PLANS AND CHARGES RELATING TO YOUR PARTICIPATION IN THIS PROMOTION.
- 29. Limit one (1) entry (i.e., one (1) selection of three (3) Buccaneers players) per person and per Pick 3 Game. Any entries received from any person over the stated limit will be subject to disqualification. Any use of robotic, repetitive, automatic, programmed, mechanical, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services or multiple or different email addresses or mobile devices, or the submission of false contact information under multiple or different email addresses, mobile devices, identities, registrations, accounts or logins) or any other devices or artifices to enter or encourage, directly or indirectly, multiple or false entries are prohibited and suspected or detected entry method violations may void some or all entries submitted by that entrant, in the Sponsor's sole discretion.

- 30. Each entry must be associated with a valid email address for the entrant and each entrant remains solely responsible for notifying the Sponsor of changes in his/her/their contact information. Released Parties are not responsible for voice or electronic communications that are undeliverable because of any form of call blocking, inability to leave a voice message, passive or, as to email, active filtering of any kind. In the event of a dispute as to the identity or eligibility of a winner based on an email address, the entry will be deemed made by the "Authorized Account Holder" of the email address associated with the entry. The Authorized Account Holder is the natural person who is assigned to the email address by the relevant Internet access provider, online service provider, or other organization responsible for assigning email addresses for the corresponding domain. In the event of a dispute as to the identity of any entrant, the potential winner agrees to furnish requested documentation confirming his/her/their status as the Authorized Account Holder. If such a dispute cannot be resolved to the Sponsor's satisfaction, the affected entry will be deemed ineligible.
- 31. Entrants who fail to provide any required information may be disqualified without further notification by the Sponsor. Entrants agree that Released Parties are not responsible for entries that are lost, misdirected, undelivered, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such entries are void. The Sponsor reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these Official Rules.
- 32. The information that you provide in connection with the <a href="Promotion">Promotion</a> may be used by the Sponsor in accordance with its Privacy Policy, which is found at <a href="https://www.buccaneers.com/team/privacy-policy">https://www.buccaneers.com/team/privacy-policy</a> and which may be updated from time to time.

## WINNER SELECTION, NOTIFICATION & VERIFICATION

- 33. One (1) Pick 3 Game will be held on each of the Pick 3 Game Dates set forth in the Promotion Chart below. At the conclusion of each Pick 3 Game, the Buccaneers App will tabulate the points earned by each participant to determine which participants earned the highest numbers of Game Event points during the Pick 3 Game.
  - a. <u>Weekly Prizes</u>: Subject to verification of eligibility and compliance with these Official Rules, the five (5) participants with the highest number of points (the "<u>Top Scores</u>") will be declared the Weekly Prize winners. In the event of a tie for the Top Scores, the winning participant will be determined by a random drawing from the tied participants.
  - b. **Grand Prize**: Next, one (1) Weekly Prize winner will be selected in a random drawing of the five (5) Weekly Prize winners. Subject to verification of eligibility, the Weekly Prize winner whose entry is selected will be declared the Grand Prize winner.
  - c. Once the potential winners are determined in accordance with this paragraph, an electronic notice will automatically be displayed on the screen of such participants' respective devices. The Sponsor reserves the right to award fewer than the stated number of prizes if it does not receive an adequate number of properly submitted and eligible entries.

#### **Promotion Chart**

Period	Pick 3 Game Date	Opponent	Game Time
Week 1	September 8, 2024	Washington Commanders	4:25 PM
Week 2	September 15, 2024	Detroit Lions	1:00 PM
Week 3	September 22, 2024	Denver Broncos	1:00 PM
Week 4	September 29, 2024	Philadelphia Eagles	1:00 PM
Week 5	October 3, 2024	Atlanta Falcons	8:15 PM
Week 6	October 13, 2024	New Orleans Saints	1:00 PM
Week 7	October 21, 2024	Baltimore Ravens	8:15 PM
Week 8	October 27, 2024	Atlanta Falcons	1:00 PM
Week 9	November 4, 2024	Kansas City Chiefs	8:15 PM
Week 10	November 10, 2024	San Francisco 49ers	1:00 PM
Week 12*	November 24, 2024	New York Giants	1:00 PM
Week 13	December 1, 2024	Carolina Panthers	4:05 PM
Week 14	December 8, 2024	Las Vegas Raiders	1:00 PM
Week 15	December 15, 2024	Los Angeles Chargers	4:25 PM
Week 16	December 22, 2024	Dallas Cowboys	8:20 PM
Week 17	December 29, 2024	Carolina Panthers	1:00 PM
Week 18	January 5, 2025	New Orleans Saints	TBD

<sup>\*</sup>No Pick 3 Game will be held or prizes offered during the Bucs "Bye" week (Week 11)

- 34. Each potential winner must respond immediately to the screen notification by completing the required contact form with his/her/their full name and any requested contact information, which may include complete mailing address before the notification window closes and as a condition of receiving any prize. If requested by the Sponsor, potential winners may be required to present valid photo identification and/or to execute and return an affidavit or declaration of eligibility, liability waiver, publicity release (where legal), tax forms and/or other legal documents to the Sponsor prior to receipt of prize. The Sponsor in its sole discretion may allow for transmission of any verification materials via fax or email.
- 35. If any potential winner (a) does not respond to the initial notification with the required information within the time stated above, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, or (d) is otherwise determined to be ineligible, the Sponsor in its discretion may disqualify that individual and that prize will not be awarded. IT IS POSSIBLE THAT NOT ALL PRIZES OFFERED IN THIS PROMOTION WILL BE AWARDED.
- 36. Confirmed winners will receive instructions from the Sponsor or its designee on how to claim or receive prizes. Upon fulfilling any prize, the Sponsor will be deemed to have awarded the prize to such winner and such winner assumes full responsibility for the prize.
- 37. The Sponsor may, in its sole discretion, post the verified winners' names on the <u>Promotion Page</u> and/or any of its websites, including <a href="https://www.buccaneers.com">https://www.buccaneers.com</a> and on or in any

of its social media pages or channels. Except as provided in these Official Rules or otherwise required by law, the Sponsor is not responsible for entering any correspondence or discussion regarding any Promotion results.

### **PUBLICITY RELEASE**

38. By accepting a prize, each winner agrees to award the Sponsor the right to publicize his/her/their name, photographs (including the use and appearance of his/her/their photograph on its websites), likeness, biographical information, email address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

### LIMITATION OF LIABILITY

39. By participating in the Promotion or accepting a prize, you agree that the Promotion Parties, the NFL Entities, Facebook, a product of Meta Products, Inc. ("Facebook"), Twitter, Inc. ("Twitter"), Instagram, a product of Meta Products, Inc. ("Instagram"), any other company involved in the development or administration of this Promotion, their respective parent companies, affiliates, subsidiaries, distributors, advertising and promotion agencies, prize suppliers, franchisees, and all of their respective officers, directors, agents, employees and related persons (collectively, the "Released Parties") (a) are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including but not limited to: failed, incomplete, misdirected, corrupted, garbled or delayed transmissions. telephone connections, traffic congestion on telephone lines, the Internet or at any website; or disconnected, interrupted, or unavailable network, server, or other connections; or late, lost, undeliverable, damaged or stolen mail; or other errors of any kind, whether human, mechanical, or electronic; or entries that for any reason are not properly submitted or received by the Sponsor by any deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants or other participants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the selection or announcement of the winners or prizes, or otherwise in any Promotion-related materials; (c) are not responsible for any injury or damage to any computer, tablet, smartphone, modem or other device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any unauthorized third-party use of any entry materials; (f) are not responsible for the inability to select winners because of postal failure, equipment failure, or data storage failure; (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the acceptance of entries, the selection of the winners, the prizes or otherwise in any Promotion-related materials; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Promotion (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Promotion, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize.

- 40. RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO ANY PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF ANY PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROMOTION PAGE OR RELATED WEBSITES OR MOBILE PLATFORMS. OR ANY OF THEIR RESPECTIVE FEATURES OR FUNCTIONALITIES. WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION.
- 41. BY ENTERING THE PROMOTION, ACCEPTING A PRIZE AND/OR OTHERWISE PARTICIPATING IN THE PROMOTION, YOU FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION (AND IN ACCORDANCE WITH THE MANDATORY ARBITRATION PARAGRAPH BELOW); (B) ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET COSTS DESCRIBED ABOVE.
- 42. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

### **MISCELLANEOUS**

- 43. The Sponsor reserves the right to cancel, suspend or terminate this Promotion, or any part thereof, if the Sponsor determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, regularly scheduled maintenance, malfunction, or any other cause beyond the Sponsor's control. In such an event, the Sponsor will post notice of same at the <a href="Promotion Page">Promotion Page</a> and select the winners at random from all non-suspect entries received prior to the suspension, cancellation or termination of the Promotion or in such other manner as the Sponsor, in its sole discretion, deems fair and appropriate under the circumstances.
- 44. The Sponsor reserves the right to disqualify any individual from further participation in the Promotion if the Sponsor concludes, in its sole discretion, that such person (a) has

attempted to tamper with any entry or selection process or other any operation of the Promotion, (b) has repeatedly disregarded or has attempted to circumvent these <u>Official Rules</u>, or (c) has acted towards the Sponsor or any other entrant or participant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to enter more than the number of times permitted herein, including by using any prohibited device or method. Any failure by the Sponsor to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.

- 45. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.
- 46. All activity arising out of and relating to the Promotion, including any reference to the status of any person as a "winner" is subject to verification and/or auditing for compliance with the Official Rules. If the Sponsor determines, in its sole discretion, that verification or auditing activity evidences non-compliance of any entry and/or entrant with the Official Rules, the Sponsor reserves the right to disqualify such entry and/or entrant from the Promotion and any prize at any time. The Sponsor reserves the right to conduct a background check on any potential winners and to disqualify any individual based on such background check if the Sponsor determines, in its sole discretion, that awarding a prize to any such individual might reflect negatively on the Sponsor. Each participant agrees to cooperate with the Sponsor and its representatives in connection with all verification, auditing and/or background check activities.
- 47. The Sponsor reserves the right to correct typographical, printing or clerical errors in any Promotion-related materials. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, the Sponsor reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.
- 48. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Promotion entry forms, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

### **NON-AFFILIATION & TRADEMARKS**

49. Neither Promotion nor the Sponsor is sponsored, endorsed or administered by, or associated with <u>Facebook</u>, <u>Twitter</u>, <u>Instagram</u>, the <u>NFL Entities</u>, or any of their respective parents, governors, subsidiaries, affiliates, directors, officers, shareholders or agents. Facebook, Twitter, Instagram and the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in the Promotion or any prize awarded. By entering, accepting a prize and/or otherwise participating in this Promotion, you agree to completely release Facebook, Twitter, Instagram and the NFL Entities from all liability.

- Any questions, comments or complaints regarding the Promotion must be directed to the Sponsor and not to Facebook, Twitter, Instagram or the NFL Entities.
- 50. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these <a href="Official Rules">Official Rules</a> or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion or of the Sponsor. Any questions or complaints about this Promotion must be directed to the Sponsor and not to such third parties.

### **DISPUTES & ARBITRATION**

- 51. <u>Arbitration</u>: To the fullest extent permitted by law, as a condition of participating in this Promotion, each participant agrees that (a) any and all disputes, claims, controversies or causes of action arising out of or relating to this Promotion, or any prize offered or awarded (each, a "<u>Claim</u>"), shall be (i) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (ii) settled by binding arbitration in Hillsborough County, Florida before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (b) under no circumstance will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses.
- 52. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or other participants or Released Parties in connection with the Promotion, shall be governed by Florida law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Florida.
- 53. By entering, accepting a prize and/or otherwise participating in the Promotion, you expressly (a) agree that any legal proceedings arising out of or relating in any way to this Promotion or these Official Rules that are not subject to mandatory arbitration shall be brought only in the federal or state courts located in Hillsborough County, Florida, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.

### WINNERS' LIST/OFFICIAL RULES

- **54.** For a copy of the Official Rules or the final Winners' List, visit the <u>Promotion Page</u> or <a href="https://www.buccaneers.com">https://www.buccaneers.com</a> or mail a SASE to: Buccaneers Pick 3 c/o Buccaneers, AdventHealth Training Center, One Buccaneer Place, Tampa, Florida 33607, specifying either "Winners' List" or "Official Rules." Winners' List will be available after February 6, 2025.
- 55. Sponsor: Buccaneers Team LLC.