#### **BUCCANEERS MOBILE APP GIVEAWAY SWEEPSTAKES**

#### **OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The Buccaneers Mobile App Giveaway Sweepstakes (the "Promotion") is intended for legal residents of the continental United States (collectively the "Participating States") and shall only be construed and evaluated according to U.S. law and laws of the State of Florida. Do not enter this Promotion if you are not a legal resident of the Participating States at the time of entry. Void in the State of Rhode Island, outside of the continental United States, and where prohibited by law.

**Sponsor**: The Promotion is sponsored by Buccaneers Team LLC, AdventHealth Training Center, One Buccaneer Place, Tampa, FL 33607 (the "Sponsor").

**Eligibility**: The Promotion is open and offered only to legal U.S. citizens that are residents of the Participating States who are eighteen (18) years of age or older at the time of entry (the "Entrants"). Employees of Sponsor or its affiliates, parent companies, marketing agencies, contest vendors, subsidiaries and advertising and promotion agencies, any contractors working directly on the Promotion and the immediate family members or those living in the same household of each are not eligible to participate. Sponsor reserves the right, at any time, to verify eligibility requirements, in any manner it deems appropriate.

**Promotion Period**: The Promotion will run through the duration on the 2024 NFL Draft (the "Draft"), beginning on April 25, 2024 at 8:00 PM Eastern Time ("ET"). Final entry deadline is immediately following the Draft (*approximately 7:00 p.m. on April 27, 2024*). Drawing to determine potential winner will be held on April 28, 2024. Sponsor's computer is the official time-keeping device for this Promotion. Draft dates and times are determined in the sole discretion of the NFL and are subject to change.

<u>How to Participate</u>: You must have a compatible iOS or Android smartphone, tablet or other mobile device prior to or during the Draft to be eligible. To play, you must complete each of the following steps:

**Step 1: Get the Bucs App**: To participate, you must have a compatible smartphone or other wireless or mobile device and you must download the free official Tampa Bay Buccaneers mobile application (the "<u>Bucs App</u>"), from the Google Play Store (Android Market) or the Apple iTunes Store. 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 Bucs App.

**Step 2: Enable Push Notifications**: Enable push notifications through your phone settings as well as in the Bucs App (notifications for Contests and Promotions must be turned on). The Bucs App will randomly send out a push notification during Day 1 of the Draft (i.e., the First Round which begins at 8:00 pm ET on April 25, 2024) and during Day 3 of the Draft (i.e., the Fourth-Seventh Rounds which begins at 12:00 pm ET on April 27, 2024).

**Step 3: Complete Entry Form**: Once the notification from Bucs App appears, tap the notification to open the app, then fill out the entry form and click submit. The entry window will remain open until the end of the Draft. You may only enter once regardless of multiple push notifications.

## Winner Selection/Verification:

On the day following the Draft, or within a reasonable time thereafter, Sponsor or its designee will randomly choose one (1) name from all timely entries received during the Promotion Period. Subject to verification of eligibility, the person whose name is so drawn will be declared the winner.

Limit one (1) prize.

Sponsor will contact the potential winner using the e-mail address provided by winner on his or her entry form. The winner must respond to Sponsor within forty-eight (48) hours of initial notification and may be required to present valid photo identification and/or to sign an affidavit or declaration of eligibility, liability waiver, publicity release (where legal), tax forms and/or other legal documents and to provide such documents to Sponsor. Sponsor in its sole discretion may allow for transmission of verification documents via fax or e-mail. If any prize is mailed or shipped, winner shall assume all risk of loss, damage, theft, late or missed delivery.

If potential winner (a) cannot be contacted directly by, or does not respond to, Sponsor 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, Sponsor in its discretion may disqualify that individual and an alternate winner will be chosen by random drawing as soon as reasonably practicable after such disqualification. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules.

Sponsor may, in its sole discretion, post the verified winners name on the Promotion Page and/or any of Sponsor's websites, including http://www.buccaneers.com, and on or in any of Sponsor's social media pages or channels and broadcast it on any of Sponsor's stations.

<u>Prize and Odds</u>: One (1) autographed merchandise item (e.g., mini helmet, football, or flag). ARV: \$29.99. **See below for prize restrictions.** 

Odds of winning depend on the number of eligible entries received during the Draft.

All merchandise items will be selected by Sponsor in its sole discretion based on availability and no particular item is guaranteed or assured.

No particular autographing player/coach is guaranteed for any merchandise items. The player/coach autograph prize or prize element has no cash value and is subject to the sole discretion of Sponsor. If this prize element is unavailable or cannot be or is not fulfilled for any reason, winner will not be entitled to any substitution, remuneration or alternate prize element.

General Conditions: By participating in the Promotion, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against the Sponsor, the NFL and its member teams, and each of their respective advertising and contest agencies, parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, owners, members and directors (the "Released Parties") in connection with the Promotion; (iv) that the Released Parties (unless prohibited by law) may use their name, voice, city/state of residence, photograph, visual and/or audio likeness for advertising and/or trade purposes, and for any other purpose in any media or format now or hereafter known without further compensation, permission or notification; and (v) to forever and irrevocably agree to indemnify, defend, release and hold harmless the Released Parties from any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with: (a) the Promotion, including, but not limited to, any related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

By participating in the Promotion, Entrants also agree that the Released Parties are not responsible for: (i) lost, late, incomplete, stolen, misdirected, or undeliverable e-mail; (ii) any computer, telephone, satellite,

cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE PROMOTION, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

DISPUTES: THE PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN TAMPA, FLORIDA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN FLORIDA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN TAMPA, FLORIDA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THESE OFFICIAL RULES OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

## **Additional Terms**:

Sponsor's privacy policy is available at <a href="https://www.buccaneers.com/team/privacy-policy">https://www.buccaneers.com/team/privacy-policy</a>. By participating in the Promotion, Entrants hereby agree to the Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted the Sponsor's privacy policy.

Sponsor and its agents are not responsible for any typographical or other errors or mistakes in the printing or dissemination of advertising and promotional material or these Official Rules.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion should it determine, in its sole discretion, any virus, bug, non-authorized human intervention or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. Sponsor also reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be entering the Promotion from locations outside the United States or where void or prohibited by law. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM

# ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

**Winner's List**: To obtain a list of the prize winner, send a self-addressed, stamped envelope to Sponsor at AdventHealth Training Center, One Buccaneer Place, Tampa, FL 33607 specifying "Winners List". Requests must be received within two (2) weeks following the close of the Promotion and must include the name of the Promotion.