

**The “Chargers New Year's Resolution” Sweepstakes  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF  
WINNING.**

**PROMOTION DESCRIPTION:** The “Chargers New Year’s Resolution” Sweepstakes (the “**Sweepstakes**”) begins on December 30, 2021 and ends on January 2, 2022 at 1:05 p.m. Pacific Time (“**PT**”) (the “**Promotion Period**”). At the end of the Promotion Period, a random drawing will be conducted to select one (1) winner of a Grand Prize and one (1) winner of a Second Prize, from among all eligible entries received, as set forth more fully below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions Chargers Football Company, LLC, 3333 Susan Street, Costa Mesa, California 92626 (“**Sponsor**”), which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal U.S. residents of the fifty (50) United States and District of Columbia who are at least eighteen (18) years of age at the time of entry are eligible to enter. Officers, directors and employees of Sponsor, and each of its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies involved in the Sweepstakes (all such individuals and entities collectively referred to herein as the “**Promotion Entities**”), and the immediate family members and/or those residing in the same household of each are ineligible to enter the Sweepstakes or win a prize. This Sweepstakes is void where prohibited.

**HOW TO ENTER:**

Visit the web site <https://www.chargers.com/promotions/ift/> (the “**Website**”) and follow the instructions to complete the submission form with the information requested and create an original submission about entrant’s New Year Resolution with a photo that complies with the “Submission Requirements” below (each a “**Submission**”). Click “Submit Entry” to submit your entry form for the Sweepstakes. Upon completion and submission of the entry form, you will automatically be entered. The entrant’s Submission must meet the following “**Submission Requirements**”: (i) the Submission must be the submitting entrant’s original, previously unpublished work and not feature or focus on any copyrighted material, logos or trademarks that are owned by third parties; (ii) the entrant should either be the only person who appears in the photo or, if anyone else appears in the photo, the entrant must obtain written permission from that person or those people to include them in the photo, and if Sponsor asks to see the written permissions, the entrant must provide them upon request (in the event an entrant cannot provide permissions that are satisfactory to Sponsor, in its sole and absolute discretion, Sponsor reserves the right to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor’s own benefit, or otherwise allow the applicable Submission to remain in the Sweepstakes); and (iii) the Submission must not include images that are deemed by the Sponsor to be obscene, pornographic, libelous or otherwise objectionable. **Limit one (1) entry per person.** All Submissions must be received by the end of the Promotion Period in order to participate. No substitutions or new versions of Submissions will be accepted once the original Submission is submitted for consideration. Any Submission that is considered by Sponsor in its sole and absolute discretion to violate the Submission Requirements, in whole or in part, may be disqualified and will not be eligible for entry. The Website’s database clock will be the official time keeper for this Sweepstakes. All required information on the entry form must be completed to enter and to be eligible to win. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry,

personal information collected in connection with the Sweepstakes will be used in accordance with Sponsor's privacy policy located at <https://www.chargers.com/privacy-policy>.

**NOTE:** Entry must be made by the entrant, only at the Website. Entry must be made by the entrant, only through the entry methods described above. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address or wireless number, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or used in the Sweepstakes or by any technical or human error which may occur in posting Submissions, or processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

**WINNER SELECTION AND NOTIFICATION:** At the end of the Promotion Period, the winners will be randomly selected in a drawing from all eligible entries received throughout the Promotion Period. The drawing will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. A potential winner will be notified by telephone using the contact information given at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. **Time is of the essence in awarding each prize.** If, despite reasonable efforts, a potential winner does not respond within the time period specified in the winner notification, or if the prize or winner notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential winners of an applicable prize in accordance with such procedure, and if there is still no confirmed winner of such applicable prize after such attempts have been made, if any, the corresponding prize may go unawarded.

**PRIZES/ODDS:** Two (2) Prizes are available.

One (1) Grand Prize is available. The Grand Prize consists of one (1) Nordic track cycle. The approximate retail value ("ARV") of the Grand Prize is One Thousand Four Hundred and Ninety-Nine Dollars (\$1,499).

One (1) Second Prize is available. The Second Prize consists of one (1) year of iFit virtual fitness membership. The ARV of the Second Prize is One Hundred and Eighty Dollars (\$180).

No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Applicable portions of prizes will be delivered only to an address in the United States. The total ARV of all prizes is One Thousand Six Hundred and Seventy-Nine Dollars (\$1,679).

**Actual odds of winning depend on the number of eligible entries received.**

**GENERAL PRIZE CONDITIONS:** Prizes will be awarded only if each potential prize winner fully complies with these Official Rules. All portions of the prizes are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other

Sweepstakes materials are for illustrative purposes only. Actual prizes may vary from the prizes pictured. All details and other restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Sponsor may, in its sole discretion, deduct or withhold the amount of applicable tax on any cash or cash equivalent prize. The Sponsor will issue and file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any prize or other items of value transferred to each prize winner by the Sponsor in accordance with IRS requirements, and the Sponsor may also share such documentation with a state or local government agency as required by law. Refusal or failure of each prize winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security or tax identification number, IRS Form W-8BEN, IRS Form W-9, or equivalent information), as determined by the Sponsor in its sole discretion, may result in each prize winner forfeiting the prizes and an alternate potential winner may be selected in accordance with these Official Rules. Sponsor will award prizes subject to any applicable withholding taxes, and the amount of the prize transferred, as reduced by any applicable withholding taxes, will constitute full payment of the prize, as applicable. Each potential winner will be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, **“Prize Claim Documents”**). If a winner is under the age of majority in such winner’s state of residence (a **“minor”**), at Sponsor’s option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner’s parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents by the deadline specified in the prize notification, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**RIGHTS IN SUBMISSIONS:** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant hereby irrevocably grants to the Promotion Entities, and their successors, licensees and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, publicly display, stream, exploit, make derivative works of and otherwise use the Submission, in whole or in part, for any purpose, including without limitation commercial purposes, in any and all media now or hereafter devised throughout the universe in perpetuity. The Promotion Entities shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which the Promotion Entities deem necessary or desirable, and each entrant irrevocably waives any and all so-called “moral rights” they may have therein. The Promotion Entities shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements or even if it is determined that the entrant who made the Submission is ineligible to enter the Sweepstakes.

**REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each entrant (and any minor entrant’s parent or legal guardian) represents and warrants as follows: (i) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; (ii) the Submission meets the Submission Requirements, and does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant (and any minor entrant’s parent or legal guardian) agrees to indemnify the Promotion Entities and hold them harmless from and against any and all

third party claims, liability, judgments, losses, damages, costs, and expenses, including penalties, interest and reasonable outside attorney's fees and costs in the defense and disposition of such matters arising out of, resulting from, based upon or incurred because of a breach or allegation that, if true, would constitute a breach by entrant of his or her representations, warranties, covenants or obligations hereunder, including, without limitation, any action or statement made by entrant while participating in the Sweepstakes.

**PUBLICITY RELEASE:** Without in any way limiting the rights granted in the Submission, as set forth above, by entering the Sweepstakes each entrant grants the Promotion Entities the right to use such entrant's Submission (if applicable) and his or her name, social media handle, photograph, likeness, voice, biographical information, statements and address (city and state) to advertise, market, promote, and/or publicize the Sweepstakes, the Promotion Entities, and all uses of the Submission permitted herein, worldwide and in all forms of media and by any and all means and media now known or hereafter developed, in perpetuity, without any obligation, notice, or compensation.

**NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each entrant (and any minor entrant's parent or legal guardian) hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Sweepstakes does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to the Promotion Entities or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Sweepstakes, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**NO OBLIGATION TO USE:** The Promotion Entities shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and the Promotion Entities may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

**FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments from the entrant(s), or other documents as Sponsor may reasonably require in order to effectuate the purpose and intent of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Each entrant (and any minor entrant's parent or legal guardian) agrees that Sponsor (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law,

with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due Submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted a Submission cannot be resolved to Sponsor's satisfaction, the affected Submission may be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if the Chargers vs. Broncos game on January 2, 2022 is cancelled, or if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible Submissions are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, windstorm, epidemic, pandemic, public health crisis, disease, virus, sickness or outbreak or other similar or dissimilar natural disaster; act of God or public enemy; riot or civil disturbance, act of any government or governmental authority, power failure, satellite or equipment failure, failure of telecommunications lines or failure or breakdown of plant, machinery or vehicles operated by a third party; labor dispute, strike, or lockout; actual or threat of war, armed conflict, terrorist attacks, war (declared, undeclared or threatened), explosion, nuclear, or chemical or biological contamination; or a government imposed travel ban, restriction on movement or gatherings, or other government imposed mandate of any kind, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), Sponsor reserves the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor may (if possible) select the winners in a random drawing from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more *bona fide* winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**ARBITRATION PROVISION:** By participating in this Sweepstakes, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Los Angeles, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**NFL DISCLAIMER.** This Sweepstakes is not sponsored or administered by the National Football League ("NFL"). Any questions, comments or complaints regarding the Sweepstakes will be directed to the Sponsor and not to the NFL. NFL and the NFL shield design are registered trademarks of the National Football League. All other NFL-related trademarks are trademarks of the National Football League.

**SOCIAL NETWORK RELEASE AND DISCLAIMER.** Each entrant (and any minor entrant's parent or legal guardian) acknowledges and agrees that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter, or TikTok. By entering the Sweepstakes each entrant (and any minor entrant's parent or legal guardian) hereby releases and agrees to hold harmless each of Facebook, Instagram, Twitter, and TikTok completely from any liability in respect of the Sweepstakes. Use of Facebook will be subject to Facebook's privacy policy and terms of service, which are available at: <https://www.facebook.com/policy.php> and <https://www.facebook.com/terms.php>. Use of the Instagram service will be subject to Instagram's data policy and terms of use, which are available at: <https://help.instagram.com/155833707900388> and <https://help.instagram.com/581066165581870?ref=dp>. Use of TikTok will be subject to TikTok's privacy policy and terms of service, which are available at:

<https://www.tiktok.com/legal/privacy-policy?lang=en> and <https://www.tiktok.com/legal/terms-of-use?lang=en>. Use of Twitter will be subject to Twitter's privacy policy and terms of service, which are available at: <https://twitter.com/en/privacy> and <https://twitter.com/en/tos>. Any questions, comments or complaints regarding the Sweepstakes will be directed to the Promotion Entities and not Facebook, Instagram, Twitter, or TikTok.

**WINNERS LIST/OFFICIAL RULES:** To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: The Chargers New Year's Resolution Sweepstakes Winners List, Chargers Football Company, LLC, 3333 Susan Street, Costa Mesa, California 92626. All such requests must be received within six (6) weeks after the end of the Promotion Period. These Official Rules will be posted on the Website during the Promotion Period.