The "Chargers Longest Drive" Contest OFFICIAL RULES

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

CONTEST DESCRIPTION: The "Chargers Longest Drive" contest (the "Contest") begins on or about April 25, 2025 at 4:00 p.m. Pacific Time ("PT") and ends on April 25, 2024 at 7:00 p.m. PT (the "Contest Period"). To enter, eligible entrants must (i) attend the Chargers Draft viewing at Top Golf located at 400 Pacific Coast Hwy, El Segundo, CA 90245 ("Draft Event") during the Contest Period; (ii) sign up at the Draft Event to receive emails from the Chargers and provide their email address; and (iii) hit one (1) golf ball at Bay #115 during the Contest Period. At the end of the Contest Period, the entrant who has the longest drive score from all entries received during the Contest Period will win a prize, as more fully set forth below. Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of 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 twenty-one (21) years of age at the time of entry and who attend the Draft Event, provide their email, and sign up to receive emails from Sponsor are eligible to enter. Officers, directors and employees of Sponsor and each of its respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies involved in the Contest (all such individuals and entities collectively referred to herein as the "**Contest Entities**"), and the immediate family members and/or those residing in the same household of each are ineligible to enter the Contest or win a prize. This Contest is void where prohibited.

HOW TO ENTER: To enter, entrants must: (i) attend the Draft Event during the Contest Period and (ii) sign up to receive emails from Sponsor by providing their email address. After entrants provide their email address and agree to receive emails, entrant will be able to hit one (1) ball at the Draft Event at Bay #115. **Limit one (1) entry per entrant**.

Entry must be made by the entrant, only through the entry method described above. Entries made by any other individual or any entity, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited. The Contest 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 Contest or by any technical or human error which may occur in processing of the entries in the Contest. The Contest 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: Assuming a sufficient number of eligible entries are received, at the end of the Contest Period, the entrant with the longest drive score will be declared the winner. In the event of a tie, the potential winner with the highest longest drive score will be declared the potential winner.

The potential winners will be subject to verification and compliance with these Official Rules. The potential winner will be announced at the Draft Event and also via email at the email address provided at entry. **Note:** Potential winner does **not** need to be present when the winner is announced at the Draft Event to win. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a

potential winner for any reason. 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 the prize in accordance with such procedure, and if there is still no confirmed winner of such prize after such attempts have been made, if any, the corresponding prize may go unawarded.

PRIZE: One (1) winner will receive one (1) spot to play at the Los Angeles Chargers Charity Golf Event to be held on June 3, 2024 at Rolling Hill Country Club. The approximate retail value ("**ARV**") of the prize is \$3,000.00. In the event that the Los Angeles Charity Golf Event does not or cannot take place as scheduled or at all, for reasons included but not limited to scheduling conflicts, cancellations, postponement, an event of "Force Majeure" (defined below), or for any other reason, then in lieu of attending the premiere, the winner will receive One Hundred Dollars (\$100), and such amount constitute full satisfaction of Sponsor's prize obligation to the Grand Prize winner, and no other or additional compensation will be awarded. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize of comparable value if any prize listed is unavailable, in whole or in part, for any reason.

GENERAL PRIZE CONDITIONS: Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. The prize is non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize will be allowed, except Sponsor reserves the right in its sole discretion to substitute a prize of comparable value if any prize listed is unavailable, in whole or in part, for any reason. The 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 the 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 the prize winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W-8BEN, IRS Form W-9, or equivalent information), as determined by the Sponsor in its sole discretion, may result in the prize winner forfeiting the prize and an alternate potential winner may be selected in accordance with these Official Rules. Sponsor will award the prize 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. The 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 any potential winner 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 Contest. <u>WITHOUT LIMITING THE GENERALITY OF THE</u> FOREGOING, SUCH PRIZE IS 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.

INDEMNIFICATION: Each entrant agrees to indemnify the Contest 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 Contest.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Acceptance of a prize constitutes winner's permission for the Contest Entities to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Each entrant 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 Contest or any Contest-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 participating in the Contest, 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, 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 Contest, 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 Contest, 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. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest 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 Contest as contemplated herein. In the event an insufficient number of eligible entries received and/or Sponsor is prevented from awarding prizes or continuing with the Contest 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 Contest. If the Contest is terminated before the designated end date, Sponsor may (if possible) select the winner from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. 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 CONTEST 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 Contest, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Contest Entities relating to, arising out of or connected in any way with (a) the Contest, (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 Contest; (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.

NFL DISCLAIMER. This Contest is not sponsored or administered by the National Football League ("**NFL**"). Any questions, comments or complaints regarding the Contest 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.

WINNERS LIST/OFFICIAL RULES: To obtain a copy of any legally required winners list, send a self-addressed stamped envelope to: The Chargers Longest Drive Contest 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 Contest Period. These Official Rules will be posted onsite during the Draft Event.