OFFICIAL RULES

Indianapolis Colts' Passes with Peyton Sweepstakes

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. This Sweepstakes May Not Be Used To Conduct, Advertise, Or Promote Any Form Of Gambling.

1. ELIGIBILITY.

The Indianapolis Colts, Inc.'s Passes with Peyton Sweepstakes ("Sweepstakes") is open to legal residents of the State of Indiana, Commonwealth of Kentucky, State of Ohio, State of Michigan, and State of Illinois, and who are 18 years of age or older as of the date of entry. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have performed services for the Indianapolis Colts, Inc. (hereafter "Club"), the National Football League (the "NFL"), Carey International, Inc. ("Carey"), or any organization responsible for sponsoring, fulfilling, or administering the Sweepstakes, or supplying the prize (collectively, the "Released Parties"), or who won any Sweepstakes or prize sponsored by Club, or any of their respective parents, subsidiaries, affiliates, or successor companies, and immediate family and household members thereof, are not eligible to enter. "Immediate family members" means parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" shall mean people who share the same residence at least three months in the preceding one calendar year. By participating in the Sweepstakes, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Club, which shall be final and binding in all respects. All applicable federal, state, and local laws apply.

2. SWEEPSTAKES PERIOD.

The Sweepstakes begins at 12:01 AM Eastern Time on June 17, 2019 and ends at 11:59 PM Eastern Time on July 15, 2019 ("Sweepstakes Period"). The Sweepstakes, and participation in the Sweepstakes, are subject to these Official Rules. All entries become the property of Club and will not be acknowledged or returned.

3. HOW TO ENTER.

Participants can visit <u>http://www.colts.com/passeswithpeyton</u> ("Sweepstakes Page") to complete and submit the Sweepstakes online entry form ("Entry Process"). Entry is free. Limit one entry per email address. Multiple submissions may result in disqualification. The use of script, macro, other automated means or any other device to subvert the registration process is prohibited and all such registrations will be void. In the event of a dispute as to the identity of participant based on the e-mail address submitted at the time of registration, entry will be awarded to the person named on the applicable registration form (regardless of whether that is the name of the authorized account holder of the email address from which said registration form was submitted), provided such individual is eligible according to these Official Rules. Participants' personally identifiable information will only be used in accordance with the Club's Privacy Policy, as posted on https://www.colts.com/footer/privacy-policy.

4. WINNER SELECTION AND NOTIFICATION.

One Grand Prize winner will be randomly selected from all entries received during the Sweepstakes Period via the Entry Process. The drawing will be conducted by a staff member of the Club. Club will attempt to notify winner by telephone no later than July 19, 2019. Inability of Club to contact a potential winner by telephone within twelve hours after selection may result in

disgualification and an alternate potential winner may be selected in a random drawing at Club's discretion. Club's decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects. Club will deliver via email to the winner a Declaration of Eligibility and Liability and Publicity Release ("Release") to be executed and returned via email (or by facsimile) within twelve hours after receipt of Club's email. By signing the Release, winner will indemnify and hold harmless Club and any Released Parties from and against any and all harm, expense, loss, damage, liability, or injury resulting directly or indirectly from submitting an entry in the Sweepstakes or awarding, receipt, possession, use, or misuse of any prize awarded in the Sweepstakes, (b) contains the winner's agreement to be bound by the Sweepstakes' Official Rules, and (c) authorizes Club to use the winner's name, likenesses, photographs, voices, and biographical data for advertising, promotional, and any other purpose, in any media. If a potential winner fails to sign and return to Club the Release within twelve hours after receipt of Club's email, the winner may be disqualified and an alternate potential winner may be randomly selected from the remaining eligible entries. All guests of winner will be required to execute a Liability Waiver and Publicity Release prior to participation in the use of the Grand Prize. If a winner is found to be ineligible or not in compliance with these Official Rules, the winner will be disqualified and an alternate winner will be selected in a separate random drawing. Limit one prize per participant and per household.

5. GRAND PRIZE.

Grand Prize: One lucky winner will catch four passes from Peyton Manning at a location in Indianapolis – TBD – on July 25, 2019 which date is subject to change at Club's discretion. The winner will be allowed to bring up to three guests, however, only the winner will get to catch the passes from Peyton. The winner and his or her three guests, will each receive an autographed football from Peyton Manning. No additional autographs will be allowed. Roundtrip vehicle transportation will be provided to one pick-up location and one drop-off location for the event and will only occur in the State of Indiana, Commonwealth of Kentucky, State of Ohio, State of Michigan, or the State of Illinois, and will not be extended outside those states for any reason. All costs and expenses associated with the acceptance and use of the Grand Prize not specified herein as being awarded, including, but not limited to, all federal, state, and local taxes, any additional transportation needs, food and beverages, souvenirs, gratuities, and miscellaneous travel expenses, including, but not limited to, airline luggage charges, rental car charges, and parking fees are the winner's sole responsibility. Club is not responsible for the cancellation of any event. All prize details are at the sole discretion of Club. Total actual retail value of the Grand Prize is \$4,500.00. No transfer, assignment, or substitution of prize (or portion thereof) is permitted except by the Club which reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value as determined by Club.

6. MISCELLANEOUS.

Club is not responsible or liable for: lost, incomplete, inaccurate, garbled, late, delayed, undelivered, or misdirected information or registrations, User ID's, or submissions; theft, destruction or unauthorized access to, or alteration of, submissions or registrations; failures or malfunctions of connections, cable, fiber-optics, network, satellite, Internet Service Provider (ISP), phones, phone-lines or telephone systems; interrupted or unavailable network, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes; typographical, printing or other errors in these Official Rules, in any Sweepstakes-related advertisements or other materials; the administration of the Sweepstakes, the processing of entries, selections or registrations, the selection or announcement of potential winners or the distribution of prizes; the cancellation, suspension or

postponement of Club's training camp, the 2019-2020 NFL Season, scoring, tabulation, or timing errors or other problems or errors of any kind whether mechanical, human, electronic, typographical, printing or otherwise.

By submitting an entry into the Sweepstakes, each participant agrees that (i) Club, NFL, Carey, and their respective designees, may use (unless prohibited by law) participant's names, city, and state of residence, photograph, and likeness for advertising, promotional, trade, and any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission, or notification; and (ii) Club, NFL, Carey, and their respective affiliates, subsidiaries, owners, officers, directors, employees, agents, and assigns shall have no liability and will be held harmless, discharged, and released by participant for any claim, action, liability, loss, injury, or damage to participant or guest or any other person or entity, including, without limitation, personal injury or death to participant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the participant's participation in the Sweepstakes or participant's acceptance, possession, use, or misuse of any prize and any travel or travel-related activity thereto (including, but not limited to, attendance at any event or game) or participation in this Sweepstakes.

The Club, in its sole discretion, reserves the right to (i) disqualify any person who tampers with the submission process, the operation of Club's Sweepstakes Page, or any other component of this Sweepstakes, or who is otherwise in violation of these Official Rules; and (ii) modify, suspend or terminate this Sweepstakes (or any portion thereof) for any reason, including should a virus, bugs, non-authorized human intervention, or other causes, including but not limited to war, strikes, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of this Sweepstakes and, in the event of termination, at its discretion, award prizes for completed portions of the Sweepstakes (or applicable portion of the Sweepstakes) to the highest scoring eligible non-suspect participants (as determined by Club) as of the date of the event requiring such termination in accordance with these Official Rules.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CLUB RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

7. USE OF DATA.

Club will be collecting personal data about participants online, in accordance with its privacy policy (https://www.colts.com/footer/privacy-policy). By registering in the Sweepstakes, participants hereby agree to Club's collection and usage of their personal information and acknowledge that they have read and accepted Club's privacy policy. The winner, by acceptance of prize, except where legally prohibited, grants permission for Club and its respective designees, to use his/her name, address (city and state), photograph, voice and other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

8. TAXES.

Any valuation of the prize stated above is based on available information provided to Club, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Winner is solely responsible for reporting and paying any and all applicable taxes. Winner must

provide Club with valid identification and valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 USD in prizes from Club will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

9. DISPUTES.

Participant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, by a state or federal court of competent jurisdiction located in Indianapolis, Indiana; (ii) any and all claims, judgments, and awards shall be limited to actual outof-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant, his or her guest(s), Club, NFL, and Carey in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

10. WINNER'S LIST.

For the name of the winner (available after July 19, 2019), send a self-addressed stamped envelope to: Colts' Passes with Peyton Sweepstakes Winner, c/o Marketing Department, Indianapolis Colts, Inc., 7001 West 56th Street, Indianapolis, IN 46254 for receipt no later than June 31, 2019.

11. SPONSOR AND ADMINISTRATOR.

This Sweepstakes is sponsored and administered by the Indianapolis Colts, Inc., 7001 West 56th Street, Indianapolis, Indiana 46254. Indianapolis Colts is a registered trademark.