

2022 Bring the Energy to Lucas Oil Stadium Sweepstakes powered by AES Indiana

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE PARTICIPANTS' 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

2022 Bring the Energy to Lucas Oil Stadium Sweepstakes powered by AES Indiana ("Sweepstakes") is open to legal residents of the State of Indiana who are 18 years of age or older as of the date of registration. Any individuals (including, but not limited to, employees, consultants, independent contractors, and interns) who have, within the previous six months, performed services for Indianapolis Power & Light Company d/b/a AES Indiana ("Sponsor"), Indianapolis Colts, Inc. ("Club"), the National Football League ("NFL"), or of any of their parents, subsidiaries, divisions, affiliates, advertising and promotion agencies, or any of those persons' immediate family members, or members of their households, or any individuals who have, in the previous six months, won any sweepstakes or prize sponsored by Club or Sponsor are not eligible to participate or win a prize. By entering, participants agree to these Official Rules and the decisions of Club, Sponsor, and the NFL (collectively, "Released Parties"), which shall be final and binding in all respects. The Sweepstakes is subject to all applicable federal, state, and local laws. Void where prohibited.

2. SWEEPSTAKES PERIOD

The Sweepstakes begins at 12:01 AM Eastern Time on August 29, 2022, and ends at 11:59 PM Eastern Time on January 6, 2023 ("Sweepstakes Period"). The Sweepstakes, and participation in the Sweepstakes, are subject to these Official Rules. All entries become the property of Sponsor or Club and will not be acknowledged or returned.

3. PRIZE

Each Prize winner will receive two sideline tickets and one parking pass to a Colts regular season home game during the 2022-2023 NFL season (the "Prize").

All costs and expenses associated with the acceptance and use of the Prize not specified herein as being awarded, including, but not limited to, all federal, state, and local taxes, are the winners' sole responsibility. Sponsor or Club are not responsible for the cancellation of any event. All Prize details are at the sole discretion of Sponsor or Club. The total approximate retail value of each Prize is \$250.00. No transfer, assignment, or substitution of Prize (or portion thereof) is permitted except by Sponsor or Club, which reserve the right to substitute a Prize (or portion thereof) with one of comparable or greater value as determined by Sponsor or Club.

4. HOW TO ENTER

Eligible participants can register to win by completing the online entry form located at www.colts.com/aes ("Entry Process"). Registration is free. Limit one registration per Participant and per mobile number or email address.

Multiple submissions may result in disqualification. The use of scripts, macros, other automated means, or any other device to subvert the Entry Process is prohibited, and all such registrations will be void. In the event of a dispute as to the identity of a Participant based on the email address used at the time of registration, entry will be identified 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 be used only in accordance with Club's and Sponsor's Privacy Policies, as posted on <https://www.aes.com/privacy-policy> and <http://www.colts.com/footer/privacy-policy>.

Released Parties are not liable for any error, omission, interruption, defect, or delay in any transmission or communication; 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 the Sweepstakes; typographical, printing, or other errors in these Official Rules, or in any Sweepstakes-related advertisements or other materials; the administration of the Sweepstakes, the processing of entries, the selection or announcement of winners, or the distribution of prizes; tabulation, timing errors, or other errors of any kind whether mechanical, human, electronic, typographical, or otherwise.

5. WINNER SELECTION

One Prize winner will be randomly selected prior to each Colts home game from all eligible entries received via the Entry Process by a staff member of Sponsor or Club. By participating, Participants agree to these Official Rules and to the decisions of Sponsor or Club, which shall be final and binding in all respects. Limit one Prize per Participant and per household. Odds of winning depend on the total number of eligible entries received.

6. WINNER NOTIFICATION

Each Prize winner will be contacted on at least ten days prior to the game for which the Prize is won, via the email address provided on the registration form. If a Prize winner does not acknowledge the Prize within 48 hours of notice, an alternative winner will be randomly selected and notified until the Prize is claimed. The Prize winners, and their guests, may be required to sign a Declaration of Eligibility, Release, and Indemnification that: (i) releases, indemnifies, and holds harmless, Released Parties, their respective parents, affiliates, subsidiaries, successors companies, owners, officers, directors, employees, agents, assigns, and representatives from, and against, any and all harm, expense, loss, damage, liability, or injury resulting directly or indirectly from participating in the Sweepstakes or the award, receipt, possession, use, or misuse of any prize awarded in the Sweepstakes; (ii) contains each Prize winner's agreement to be bound by the Sweepstakes' Official Rules; and (iii) authorizes Sponsor or Club to use each Prize winner's and guests' names, likenesses, photographs, voices, images, and biographical data for advertising, promotional, or any other purpose, in any media. If a Prize winner fails to sign a Declaration of Eligibility, Release, and Indemnification Form within three business days of receipt, the Prize winner may be disqualified.

7. MISCELLANEOUS

By entering the Sweepstakes, each Participant agrees that: (i) Club and Sponsor and their designees may use (unless prohibited by law) Participants', and guests', names, residential locations, photographs, images, voices, or likenesses for advertising, promotional trade, or any other purposes in any media now, or hereafter, known throughout the world in perpetuity, without further compensation, permission, or notification except as an endorsement of any commercial product or enterprise other than Sponsor's or Club's; and (ii) Released Parties and their affiliates, subsidiaries, owners, officers, directors, employees, agents, and assigns shall have no liability and will be held harmless, discharged, and released by each Participant from any claim, action, liability, loss, injury, or damage to Participant 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 Participants' participation in the Sweepstakes, or Participants' acceptance, possession, use, or misuse of the Prize, or participation in the Sweepstakes, even if the loss, injury, or damage is caused by any of the Released Parties' ordinary negligence.

Sponsor or Club in their sole discretion, may: (i) disqualify any person who tampers with the Entry Process, the operation of the Sweepstakes Page, or any other component of the Sweepstakes, or who is otherwise in violation of these Official Rules; and (ii) modify, suspend, or terminate the Sweepstakes (or any portion thereof) for any reason, including, but not limited to, a virus, bug, non-authorized human intervention, war, strikes, pandemic, acts of God, or any other cause which may corrupt or impair the administration, security, fairness, or proper play of the Sweepstakes; and (iii) in the event of termination, in their discretion, award prizes for completed portions of the Sweepstakes (or applicable portions of the Sweepstakes) to the next eligible Participant (as determined by Sponsor or 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, SPONSOR AND CLUB RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT.

8. USE OF DATA

Sponsor and Club will be collecting personal data about Participants online, in accordance with their privacy policies, as posted on <https://www.aes.com/privacy-policy> and <https://www.colts.com/footer/privacy-policy>. By participating in the Sweepstakes, Participants consent to Sponsor's and Club's collection and use of their personal information and acknowledge that they have read and accepted Sponsor's and Club's privacy policies. Each Prize winner, and his or her guests, by acceptance of the Prize, except where legally prohibited, grant permission for Sponsor, Club, and their designees, to use their names, residential locations, photographs, images, voices, or other likenesses, and Prize information for advertising, trade, and promotional purposes without further compensation, except as an endorsement of any commercial product or enterprise other than Sponsor's or Club's, in all media now known, or hereafter discovered, worldwide in perpetuity, without notice, review, or approval.

9. TAXES

Any valuation of the Prize stated above is based on available information provided to Sponsor or Club, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Prize winner is solely responsible for reporting and paying, any and all applicable taxes. Prize winner must provide Sponsor or Club with valid identification, a valid taxpayer identification number, or social security number before any prize will be awarded. Any person winning over \$600.00 in prizes from Sponsor or Club will receive an IRS form 1099 after the end of the calendar year, and a copy of such form will be filed with the IRS.

10. DISPUTES

By participating in the Sweepstakes, each Participant agrees that: (i) any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes, or any prizes awarded, shall be resolved, without resort to any form of class action, individually 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 out-of-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, consequential, or any other damages, other than actual out-of-pocket expenses. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO SOME PARTICIPANTS. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Participant and Released Parties 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.

11. WINNER'S LIST

For the names of the Prize winners, send a self-addressed stamped envelope to, "2022 Bring the Energy to Lucas Oil Stadium Sweepstakes powered by AES Indiana," Attn: Partnership Marketing, 7001 West 56th Street, Indianapolis, IN 46254. The Prize winners' names will be released after January 13, 2023.

12. SPONSOR

The Sweepstakes is sponsored by Indianapolis Power & Light Company d/b/a AES Indiana, 1 Monument Circle, Indianapolis, IN 46204 and administered by Indianapolis Colts, Inc., 7001 West 56th Street, Indianapolis, IN 46254. COLTS is a registered trademark.