

## **2024 With This Diamond Contest presented by Diamonds Direct**

### 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 CONTEST MAY NOT BE USED TO CONDUCT, ADVERTISE, OR PROMOTE ANY FORM OF GAMBLING.

#### 1. ELIGIBILITY

2024 With This Diamond Contest presented by Diamonds Direct ("Contest") is open to legal residents of the State of Indiana who are 18 years of age or older as of the date of registration. Employees, officers, directors, agents, and representatives of the Indianapolis Colts, Inc. ("Club"), Diamonds Direct USA, Inc. ("Sponsor"), the National Football League ("NFL"), or any of their respective agencies, owners, subsidiaries, and affiliates, or the immediate family members (spouse, mother, father, sister, brother, daughter, son, grandson, or granddaughter, regardless of where they live), or members of their same households (whether related or not), or those 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 Contest is subject to all applicable federal, state, and local laws. Void where prohibited.

#### 2. SWEEPSTAKES PERIOD

The Contest begins at 12:01 AM Eastern Time on September 16, 2024, and ends at 11:59 PM Eastern Time on November 1, 2024 ("Contest Period"). The Contest, and participation in the Contest, are subject to these Official Rules. All entries become the property of Sponsor or Club and will not be acknowledged or returned.

#### 3. PRIZE

The Prize winner will receive a ring of Sponsor's choice with a maximum value of \$5,000.00, two tickets to the Colts home game versus the Detroit Lions on November 24, 2024, and the opportunity to propose to his or her significant other on the field during a game break (the "Prize"). Prize winner and his or her guest cannot already be married or engaged.

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 winner's 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 the Prize is no more than \$7,500.00. 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

A Participant can enter by visiting [www.colts.com/withthisdiamond](http://www.colts.com/withthisdiamond) and providing his/her name and that of his/her significant other, together with his/her address, email address, phone number,

a photograph, and a description of why he/she should be selected in 750 words or less (“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://diamondsdirect.com/privacy-policy> and <https://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 Contest; typographical, printing, or other errors in these Official Rules, or in any Contest-related advertisements or other materials; the administration of the Contest, 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

All eligible entries received via the Entry Process will be reviewed and winners will be selected by Sponsor or Club employees based on presentation, sincerity, and originality. 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

The Prize winner will be contacted no later than November 8, 2024, via the email address or phone number provided on the registration form. If a Prize winner does not acknowledge the Prize within 48 hours of notice, a qualified alternative winner will be randomly selected and notified until the Prize is claimed. The Prize winner, and his/her guest, 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 Contest or the award, receipt, possession, use, or misuse of any prize awarded in the Contest; (ii) contains the Prize winner’s agreement to be bound by the Contest’s Official Rules; and (iii) authorizes Sponsor or Club to use the Prize winner’s and guests’ names, likenesses, photographs, images, voices, 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 Contest, each Participant agrees that 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.

Sponsor or Club in their sole discretion, may: (i) disqualify any person who tampers with the Entry Process, the operation of the Contest Page, or any other component of the Contest, or who is otherwise in violation of these Official Rules; and (ii) modify, suspend, or terminate the Contest (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 Contest; and (iii) in the event of termination, in their discretion, award prizes for completed portions of the Contest (or applicable portions of the Contest) 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.

All valid and complete nomination forms submitted in accordance with these Official Rules are eligible for the Prize. Each winner is solely responsible for all applicable federal, state, and local taxes, and any expenses associated with the Contest, unless otherwise indicated. If required, an IRS Form 1099-MISC will be provided after the end of the calendar year, and a copy of such form will be filed with the IRS. By participating, Participants agree (1) to be bound by all the terms and conditions of these Official Rules, (2) that the decisions of Sponsor and Club shall be final in all respects; and (3) that he/she releases, discharges, and holds harmless the Released Parties, and each of their respective parents, subsidiaries, affiliates, directors, owners, employees, and agents from any liability, claims, causes of action (however named or described), or damages with respect to or arising out of the Participant's participation in the Contest and the acceptance, use, misuse, or possession of the Prize, even if the loss, injury, or damage is caused by any of the Released Parties' ordinary negligence. Participants also agree that by providing an entry, each grants Sponsor and Club, and their respective agents, the right to publish, use, adapt, edit, or modify the submission in any way, in whole or in part, in commerce and in any and all media worldwide now known or hereinafter developed, without limitation, and without further consideration or notice to the Participant or their nominee. Providing any entry further constitutes the Participant's assignment and transfer to Sponsor or Club of any and all rights, title, and interest in and to the submission, including, without limitation, all intellectual property rights. The right to use any entry must not be restricted in any way. By providing an entry, the Participant warrants and represents that (a) the entry is Participant's ORIGINAL design, (b) the entry has not been previously published, (c) the entry has not won previous awards, (d) the entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property, or other rights of any person or entity, and (e) Participants will indemnify and hold harmless Sponsor, Club, and the National Football League from any

claims to the contrary. ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL PARTICIPANT AND DO NOT REFLECT THE VIEWS OF SPONSOR OR CLUB IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor or Club does not constitute a general waiver of any obligation of participants. By providing an entry, Participants agree that the entry is gratuitous and made without restriction, and will not place Sponsor or Club under any obligation and Sponsor and Club are free to disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to Participants. Participants acknowledge that, by acceptance of the entry, Sponsor and Club do not waive any rights to use similar or related ideas previously known to them or developed by employees, or obtained from sources other than Participants.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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://diamondsdirect.com/privacy-policy> and <https://www.colts.com/footer/privacy-policy>. By participating in the Contest, 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. The 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 Contest, each Participant agrees that: (i) any and all disputes, claims, and causes of action arising out of, or connected with, the Contest, 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 Contest, 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 Contest, 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 name of the Prize winner, send a self-addressed stamped envelope to, "2024 With This Diamond Contest presented by Diamonds Direct," Attn: Partnership Marketing, 7001 West 56th Street, Indianapolis, IN 46254. The Prize winner's name will be released after November 21, 2024.

#### 12. SPONSOR

The Contest is sponsored by Diamonds Direct USA, Inc., 8557 N. River Road, Indianapolis, IN 46240 and administered by Indianapolis Colts, Inc., 7001 West 56<sup>th</sup> Street, Indianapolis, IN 46254. COLTS is a registered trademark. Diamonds Direct is a registered trademark.