

## **OFFICIAL RULES**

### **Indianapolis Colts Limited Edition Sweepstakes**

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. This game may not be used to conduct, advertise, or promote any form of gambling.

#### **1. ELIGIBILITY.**

The Sweepstakes is open only to natural persons who are legal residents of the United States, at least 18 years old at the time of entry with a valid driver's license. The Sweepstakes and any websites, social media pages, and advertisements relating to the Sweepstakes are intended for viewing only within the United States. Employees, representatives, officers, and directors of the Indianapolis Colts, Inc. ("Colts"), or the National Football League ("NFL") (collectively, "Released Parties") and their respective parents, affiliates, subsidiaries, or any other entity involved with the development, production, implementation, administration, judging, execution, or fulfillment of the Sweepstakes and their immediate families (spouse, parents, siblings, and children) and their household members (whether related or not) are not eligible to participate in the Sweepstakes or win a prize. The Sweepstakes is subject to all applicable federal, state, and local laws. Void where prohibited.

#### **2. SWEEPSTAKES PERIOD.**

The Colts' Limited Edition Sweepstakes ("Sweepstakes") starts on Friday, October 26, 2018 at 12:01 AM EDT and ends on November 4, 2018 at 11:59 PM EDT ("Entry Period"). The Sweepstakes, and participation in the Sweepstakes, are subject to these Official Rules. All entries become the property of the Colts and will not be acknowledged or returned.

#### **3. HOW TO ENTER.**

Participants can register to win one way by visiting [colts.com/xfinity](https://colts.com/xfinity) where they can complete and submit the Sweepstakes registration form ("Entry Process"). Limit one registration per Participant and per email address. Multiple submissions may result in disqualification. The use of script, macro, 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 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 Colts' Privacy Policy, as posted on <https://www.colts.com/footer/privacy-policy>.

#### **4. WINNER SELECTION**

Three winners will be randomly selected from all entries received via the Entry Process by the Colts. By participating, Participants agree to these Official Rules and to the decisions of the Colts, which will be final and binding in all respects. Limit one prize per Participant, per household.

#### **5. WINNER NOTIFICATION.**

The three winners will be contacted on or about the week of November 4<sup>th</sup> at the e-mail address or phone number provided on the registration form. If the prize winner does not acknowledge the prize within 48 hours of notice, an alternative winner will be randomly selected and notified until all three prizes are claimed.

## **6. PRIZE.**

**Prize:** Three winners will receive the full collection of six limited edition posters featuring Indianapolis Colts players.

All costs and expenses associated with the acceptance and use of each Prize not specified herein as being awarded, including, but not limited to, all federal, state, and local taxes, are the prize winner's sole responsibility. The Colts are not responsible for the cancellation of any event. All prize details are at the sole discretion of the Colts. Total actual retail value of each Prize is \$0.00. The six limited edition posters will not be sold in stores and can only be won through this Sweepstakes. No transfer, assignment, or substitution of prize (or portion thereof) is permitted except by the Colts who reserve the right to substitute a prize (or portion thereof) with one of comparable or greater value as determined by Colts. Odds of winning depend on the number of entries received during the Sweepstakes Period.

## **7. MISCELLANEOUS.**

The Colts are 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 the 2018 NFL Season, scoring, tabulation, or timing errors or other problems or errors of any kind whether mechanical, human, electronic, typographical, printing or otherwise.

By entering the Sweepstakes, each Participant agrees that: (i) the Colts and their respective designees may use (unless prohibited by law) Participant's, and guest's, name, city, and state of residence, photograph and/or likeness for advertising, promotional, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification; (ii) Colts and their respective parents, 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 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 or participation in this Sweepstakes, even if the loss, injury, or damage is caused by Colts' ordinary negligence.

The Colts, in their sole discretion, reserve the right to: (i) disqualify any person who tampers with the Entry Process, the operation of the 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, that 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 Colts) 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, COLTS RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **9. TAXES.**

Any valuation of the prize stated above is based on available information provided to Colts 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. Winner must provide Colts with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 USD in prizes from Colts 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.**

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 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, 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 and Colts 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 winners (available after November 10, 2018), send a self-addressed stamped envelope to "Colts Poster Sweepstakes," Attn: Partnership Department, 7001 West 56th Street, Indianapolis, IN 46254 for receipt no later than December 1, 2018.

#### **12. SPONSOR.**

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