## MEIJER JUNIOR BLUE CONTEST Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE LIKELIHOOD OF WINNING A PRIZE. VOID WHERE PROHIBITED. SOME RESTRICTIONS APPLY.

## NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE LIKELIHOOD OF WINNING A PRIZE. VOID WHERE PROHIBITED. SOME RESTRICTIONS APPLY. YOU NEED NOT BE PRESENT TO WIN ONE OF TEN GRAND PRIZES.

- 1.0 The Contest. From 12:01 AM EDT on August 1, 2019 through 11:59 PM EST on December 13, 2019 (the "Contest Period"), Indianapolis Colts, Inc. ("Club") will accept entries to win one of ten comprehensive game day experiences (the "Grand Prize") as detailed below in the MEIJER JUNIOR BLUE SWEEPSTAKES (the "Contest").
- **2.0** Sponsor. This Contest is sponsored by Meijer Great Lakes Limited Partnership, 2929 Walker Northwest, Grand Rapids, MI, 49544 ("Sponsor").
- 3.0 Eligibility. The Contest is open to legal residents of the United States of America who are (1) 18 years of age or older as of August 1, 2019 and (2) legal parents or guardians of a minor child aged six to 12 years old and no more than five feet tall. Residents of Rhode Island or Puerto Rico are not eligible to enter. Employees, consultants, independent contractors, and interns of Sponsor, Club, or the National Football League ("NFL"), or any organization responsible for sponsoring, fulfilling, administering, or promoting the Contest, or supplying the prize, or any of their respective parents, subsidiaries, affiliates, successor companies and agents (collectively, "Released Parties") are not eligible to enter to win. Immediate family and household members of Released Parties are not eligible to enter. "Immediate family members" include parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" include people who share the same residence at least three months in the preceding one calendar year. Individuals who have won any sweepstakes, promotions, contests or prize from Club are not eligible to enter to win. By participating in the Contest, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor and Club, which shall be final and binding in all respects. By participating in the Contest, participants agree to release, discharge, and hold harmless the Released Parties from any and all claims, liabilities, and damages, whether direct or indirect, which may be due to or arise out of participation in the Contest or any portion thereof, or the acceptance, use, misuse, or possession of prizes. The Contest is subject to all applicable federal, state, and local laws and regulations.
- **4.0 How to Win.** ONE ENTRY PER PERSON. Multiple submissions may result in disqualification. Entries for award of the ten Grand Prizes will be accepted during the Contest Period. Eligible participants may enter the Contest at participating Indianapolis Meijer locations or online at: <u>http://www.colts.com/meijerjrblue</u>. All entries must be completed in full with accurate information including participant's name, address, phone number, and email address. Illegible or incomplete entries will be VOID. Sponsor and Club are not responsible for late, delayed, mutilated,

misdirected entries or entries not received by the close of the Contest Period. By entering online at http://www.colts.com/jrblue, participants agree to the full Colts' Terms of Use. The Terms of Use can be found at <u>https://www.colts.com/footer/privacy-policy</u>.

5.0 **Grand Prizes.** The ten Grand Prize drawings will be random and will occur on each of the following dates: August 12, 2019; August 19, 2019; September 16, 2019; September 23, 2019; October 14, 2019; October 21, 2019; November 4, 2019; November 11, 2019; November 25, 2019; and December 16, 2019. Each Grand Prize will include four sideline tickets to the next scheduled Colts' home game (after the drawing) and the child of the winning entrant will receive a custom Colts jersey and the opportunity to wear the Junior Blue costume on the sideline during a timeout during the particular home game ("Grand Prize"). The approximate retail value of each Grand Prize is \$500.00. Drawing for the Grand Prizes will be made from all entries received during the Contest Period. A Grand Prize winner cannot win more than once. The random drawings will be conducted by a staff member of Club. If an original Grand Prize winner does not meet Official Rules or eligibility requirements, or he/she forfeits the Grand Prize, Sponsor and Club will award the Grand Prize to another winner selected in the same manner. Sponsor and Club shall not be responsible or liable if a Grand Prize winner is unable or fails to utilize a Grand Prize. Odds of winning depend on the number of entries received during the Contest Period.

Grand Prizes are non-transferrable. There may be no cash or other substitutions of Grand Prizes by winner. However, Club reserves the right to substitute a similar prize of equal or lesser value in the event the above Grand Prize is unavailable for any reason. Grand Prize winners are solely responsible for all applicable federal, state, and local taxes with respect to the entire Grand Prize. 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, license and registration fees, any ground transportation, and miscellaneous travel expenses, including, but not limited to, airline luggage charges, are the sole responsibility of each Grand Prize winner. If required, an IRS Form 1099-MISC will be provided.

6.0 Acknowledgement. By participating in the Contest, each participant agrees to (1) abide by the Official Rules, (2) abide by the decisions of Sponsor and Club, which shall be final in all respects, and (3) release, discharge, and hold harmless the Released Parties from any liability, claims, causes of action (however named or described), or damages with respect to or arising out of the entrant's participation in the Contest and the acceptance, use, misuse, or possession of the Grand Prize. Any waiver of any obligation hereunder by Sponsor or Club does not constitute a general waiver of any obligation.

Grand Prize winners will be required to sign an Affidavit of Eligibility, Release, and Indemnification Form that (a) releases, indemnifies and holds harmless the Released Parties from and against any and all harm, expense, loss, damage, liability, or injury resulting directly or indirectly from participating in the Contest or awarding, receipt, possession, use, or misuse of any Grand Prize awarded in the Contest, (b) contains the winner's agreement to be bound by Contest's Official Rules, and (c) authorizes Sponsor and Club to use the winner's, and minor child's names, likenesses, photographs, voices, and biographical data for advertising, promotional, and any other purpose, in any media. If a Grand Prize winner fails to sign an Affidavit of Eligibility, Release, and Indemnification Form within ten business days of receipt, the Grand Prize winner may be disqualified and an alternate Grand Prize winner may be randomly selected from the remaining eligible entries.

7.0 General Rules. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer satellite, telephone or cable transmissions, lines or technical failures or difficulties, or other errors of any kind whether human, mechanical, electronic, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Grand Prizes or in any Contest-related materials, or the incorrect or inaccurate capture of entry or other such information or the failure to capture any such information. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in the Contest or use of the web site. Persons who tamper with or abuse any aspect of the Contest or website, as solely determined by Club, will be disqualified. CAUTION - ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, CLUB RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH PERSON FROM THE CONTEST, IF APPLICABLE).

Should any portion of the Contest be, in Club's sole discretion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole discretion of Club, corrupt or impair the administration security, fairness or proper play, or submission of entries, Club reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and conduct the Contest in a manner which in its sole discretion is fair, appropriate and consistent with the Contest's Official Rules. Notice of such action by Club will be posted on http://www.colts.com/meijerjrblue.

Grand Prizes will not be released until Club receives all required information. Failure of Grand Prize winners to provide all required information within the required timeframe will result in automatic forfeiture of any Grand Prize and all such Grand Prizes shall be awarded to an alternate winner. In the event of a prize forfeiture, the winner (parent or legal guardian of the winner) forfeiting the Grand Prize will sign a Prize Forfeit Form and return the form to Club within ten days of receiving the form.

8.0 Unforeseen Events. Sponsor and Club reserve the right to change this Contest and the Official Rules at their sole discretion at any time that Sponsor or Club become aware of any circumstance or occurrence which would materially affect the Contest's security or fairness. Sponsor and Club reserve the right to announce any changes to these Official Rules on their respective websites, over the air, in print, or on posters. Sponsor and Club are not responsible for the inability of the winner

to accept the Grand Prize for any reason. Club reserves the right to substitute different prize elements of equivalent value at its sole discretion.

- **9.0** List of Winner and Official Rules. For a copy of the winner's list (available after December 22, 2019) and Official Rules (available after August 1, 2019), send a self-addressed, stamped envelope to: Meijer Junior Blue Sweepstakes, c/o Laura Porter, Indianapolis Colts, 7001 W. 56<sup>th</sup> Street, Indianapolis, Indiana, 46254. The letter should specifically request a copy of the "winner list" and/or "Official Rules." Such requests must be received on or before and January 1, 2020.
- 10.0 Law. These Official Rules are governed by and shall be interpreted in accordance with the internal laws of the State of Indiana. By entering, each participant, along with Sponsor and Club, irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the State of Indiana and of the United States of America located in Marion County, Indiana, for purposes of compelling arbitration or enforcing any arbitration award. By participating in the Contest, each participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest or any Grand Prize awarded shall be resolved individually, without resort to any form of class action. Any controversy or claim relating to the Contest and/or these Official Rules shall be submitted to arbitration before the American Arbitration Association in Indianapolis, Indiana under its Commercial Arbitration Rules. If any portion of these Official Rules is found to be invalid, illegal or unenforceable, for any reason, that portion shall be severed from the rest and shall not affect the agreement to resolve all controversies and claims through arbitration. Claims and causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration. Claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorney's fees or any other damages of any kind. These Official Rules supersede any and all agreements or communications of any kind between participant, Sponsor or Club or anyone associated with the Contest, and cannot be modified or waived except in writing and unless properly signed.