#### 2019 SNAPPLE/EAGLES COIN TOSS VIP SWEEPSTAKES OFFICIAL RULES

# NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

### 1. Eligibility

The 2019 Snapple/Eagles Coin Toss VIP Sweepstakes ("Sweepstakes") is open only to legal United States residents living in Pennsylvania, Delaware, New Jersey and Maryland who are 18 years of age or older as of the date of entry and the parent or legal guardian of a child between (and including) the ages of 8 and 13. Employees, officers, directors, agents and representatives of Philadelphia Eagles, LLC (the "Eagles"), Snapple Beverage Corp. ("Snapple") and any of their respective agencies, owners, subsidiaries and affiliates, or the immediate family (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) of each such individuals are not eligible to participate or win a prize. By entering, you agree to these Official Rules and the decisions of the Eagles (the judging organization), which are final and binding in all respects.

# 2. Sweepstakes Period

Sweepstakes period begins on August 15, 2019 at 12:00:00 p.m. Eastern Time ("ET") and ends on October 22, 2019 at 11:59:59 p.m. ET (the "Sweepstakes Period"). There will be three (3) drawings during the Sweepstakes Period and one (1) drawing after the end of the Sweepstakes Period.

#### 3. Entry

# There are two (2) ways to enter:

- (1) You may enter the Sweepstakes by going to <a href="http://www.philadelphiaeagles.com/SnappleCoinTossVIP">http://www.philadelphiaeagles.com/SnappleCoinTossVIP</a> (the "Website") and clicking on the icon to access the entry form during the Sweepstakes Period and entering your name, address, email address, and phone number and the name of your child and your child's age, confirming that you are 18 years of age or older and the parent or legal guardian of the child, agreeing to the Official Rules, and subject to the conditions below, you will be automatically entered into the Sweepstakes.
- (2) You may also enter by mailing the information described above to: 2019 Snapple/Eagles Coin Toss VIP Sweepstakes, c/o Corporate Service, NovaCare Complex, One NovaCare Way, Philadelphia, PA 19145, and subject to the conditions below, you will be automatically entered into the Sweepstakes. Proof of entry submission does not equate to proof of receipt. Entrants agree to be bound by these Official Rules.

LIMIT ONE (1) ENTRY DURING SWEEPSTAKES PERIOD. If multiple entries are received, only the first entry will be entered into the Sweepstakes, and all other entries will be disregarded. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. The parent or legal guardian of a potential winner may be required to show proof of being the authorized account holder.

No responsibility is assumed for lost, late, incomplete, illegible, stolen, misdirected or postage due entry; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, or service provider/Internet/Web site/use net accessibility or availability, traffic congestion, or unauthorized human intervention. No mass entries or mechanically reproduced entries will be accepted. All entries become the exclusive property of the Eagles and will not be returned or acknowledged. Any attempts by an individual to access the Website via a bot script or other brute-force attack will result in that IP address

becoming ineligible. The Eagles will prosecute any fraudulent activities to the full extent of the law. The Eagles reserves the right to suspend or terminate this Sweepstakes without notice if, in the Eagles' sole discretion, the Sweepstakes becomes infected or otherwise corrupted.

#### 4. Drawing

Four (4) random drawings in total will be held on or about August 29, 2019, September 12, 2019, September 26, 2019 and October 24, 2019 and will be conducted by a representative of the Eagles. One (1) winner will be selected randomly at each drawing from all eligible entries as set forth in the chart below. The person named on the potentially winning entry will be notified by email, telephone, overnight carrier, or regular mail within approximately two (2) days of the drawing. If, after two (2) attempts, contact has not been made, prize will be forfeited, and an alternate winner will randomly be selected from the eligible entries received during the Sweepstakes Period. Fulfillment agent must speak with the person named on the potentially winning entry. Non-winning entries will carry forward to, and be eligible for, subsequent drawings during the Sweepstakes Period.

Drawing	Deadline to Enter	Drawing Date	Date of Game/Opponent
1	<ul> <li>(a) For Online Entries: On or prior to 11:59:59 p.m. ET on Tuesday, August 27, 2019</li> <li>(b) For Mail-In Entries: Postmarked on or prior to Tuesday, August 27, 2019 and received prior to Thursday, August 29, 2019</li> </ul>	Thursday, August 29, 2019	Sunday, September 8, 2019 (Washington Redskins)
2	<ul> <li>(a) For Online Entries: On or prior to 11:59:59 p.m. ET on Tuesday, September 10, 2019</li> <li>(b) For Mail-In Entries: Postmarked on or prior to Tuesday, September 10, 2019 and received prior to Thursday, September 12, 2019</li> </ul>	Thursday, September 12, 2019	Sunday, September 22, 2019 (Detroit Lions)
3	<ul> <li>(a) For Online Entries: On or prior to 11:59:59 p.m. ET on Tuesday, September 24, 2019</li> <li>(b) For Mail-In Entries: Postmarked on or prior to Tuesday, September 24, 2019 and received prior to Thursday, September 26, 2019</li> </ul>	Thursday, September 26, 2019	Sunday, October 6, 2019 (New York Jets)
4	<ul> <li>(a) For Online Entries: On or prior to 11:59:59 p.m. ET on Tuesday, October 22, 2019</li> <li>(b) For Mail-In Entries: Postmarked on or prior to Tuesday, October 22, 2019 and received prior to Thursday, October 24, 2019</li> </ul>	Thursday, October 24, 2019	Sunday, November 3, 2019 (Chicago Bears)

## 5. Prize/Odds

In accordance with these Official Rules, the following prize package will be awarded: Four (4) club tickets, four (4) pre-game sideline passes, and one (1) parking pass to the Eagles Home Game scheduled to be held at Lincoln Financial Field at the date set forth above (the "Game"), one (1) Eagles replica youth size Eagles jersey, one (1) Eagles gift bag, one (1) Eagles / Snapple photo frame and the opportunity for your child to accompany the team captains and NFL referees to the center of the field for the official pre-game coin toss at the Game. (Approximate retail value of each prize package: \$599). Total ARV of all prizes: \$2,396. A parent or legal guardian must accompany the child to the Game (i.e. one ticket will be used by the child, and one of the other three tickets will be used by the winner who must be the parent or legal guardian of the child). Travel and accommodations and any other cost associated with attendance at the Eagles Home Game shall be the sole responsibility of the winner.

Limit one (1) prize per person or e-mail address (regardless of whether more than one person uses the same e-mail address) per calendar year. **Odds of winning will be determined by the total number of eligible entries received during the Sweepstakes Period.** No assignment, transfer or substitution of any prize is permitted except by the Eagles in its sole discretion. Taxes on or connected with prizes and the reporting consequences thereof are the sole and exclusive responsibility of winner and/or the winner's parent or legal guardian.

#### 6. General Conditions

The winner will be required to execute and return an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release, prior to the winner, the winner's child, or winner's other guests attending the applicable Eagles Home Game, but in no event later than two (2) days after notification. Failure to return documents timely, or if prize notification or prize is returned as non-deliverable, will result in disqualification with an alternate winner selected. Where permitted by law, each winner agrees to grant, to the Eagles and Snapple, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's and the winner's child's name, portrait, picture, voice and likeness as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by the Eagles and/or Snapple. Failure to make such appearances or grant such rights may result in disqualification with an alternate winner or potential winner selected; and while not obligated to do so, the Eagles and/or Snapple may, in their sole discretion, bear such reasonable costs and expenses which the Eagles and/or Snapple, in their sole discretion, deem appropriate for winners or potential winners to appear for a presentation or other activity. Further, by accepting a prize, each winner agrees to release and hold harmless the Eagles, Eagles Stadium Operator, LLC, the NFL, Snapple, their respective affiliates and their respective directors, officers, employees, representatives and agents (collectively, "Released Parties") from any and all claims or damages or liability, including (without limitation) personal injury and/or death and property damage, arising in whole or in part, directly or indirectly, from (a) acceptance, possession, use, nonuse, or misuse of a prize, (b) participation in or travel to/from any Sweepstakes related activity, or (c) participation in this Sweepstakes. VOID WHERE PROHIBITED BY LAW. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

#### 7. Limitations of Liability

The Released Parties are not responsible for (a) any incorrect or inaccurate information, whether caused by Web site users, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes, (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Web site, (c) unauthorized access, tampering, hacking, theft, or destruction, or (d) other technical or human error related to the promotion, execution, or administration of the Sweepstakes. The 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 this Sweepstakes or downloading materials from or use of the Web site. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Eagles, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Eagles reserves the right at its sole discretion to cancel, terminate, modify or suspend the Internet portion of this Sweepstakes for any drawing(s) and select the winner from Internet entries and mail-in entries received for that drawing prior to the action taken. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE

WEBSITE. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS.

#### 8. Disputes

As a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the Commonwealth of Pennsylvania, which Court shall apply the laws of the Commonwealth of Pennsylvania without regard for doctrines of conflict of law. Further, in any such dispute, under no circumstances will any entrant be permitted to obtain awards for, and each entrant hereby waives (a) all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and (b) all rights to have damages multiplied or increased.

#### 9. Winners List

For names of the winners send a **self-addressed** stamped envelope by November 18, 2019 to: 2019 Snapple/Eagles Coin Toss VIP Sweepstakes - Winners List, NovaCare Complex, One NovaCare Way, Philadelphia, PA 19145. The names of winners will also be posted in the Contests section of the Website.

Sponsor: Snapple Beverage Corp., 5301 Legacy Drive, Plano, TX 75024 and Philadelphia Eagles, LLC, NovaCare Complex, One NovaCare Way, Philadelphia, PA 19145.