NEW YORK FOOTBALL GIANTS WOMEN'S CLUB

GIVEAWAY SWEEPSTAKES FOR SEPTEMBER 2019

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. SPONSOR OF THE GIANTS WOMEN'S CLUB SWEEPSTAKES (the "Promotion"). The Sponsor of the Promotion is New York Football Giants, Inc., whose address is Quest Diagnostics Training Center, 1925 Giants Drive, East Rutherford, New Jersey 07073.

2. <u>ELIGIBILITY AND AUTOMATIC ENTRY</u>

ALL MEMBERS OF THE NEW YORK GIANTS WOMEN'S CLUB AS OF SEPTEMBER 30, 2019 AND WHO ARE AT LEAST 18 YEARS OF AGE AS OF THAT DATE ARE AUTOMATICALLY ENTERED INTO THE SWEEPSTAKES.

JOINING THE NEW YORK GIANTS WOMEN'S CLUB IS FREE. YOU MAY JOIN BY GOING TO WWW.GIANTSWOMENSCLUB.COM.

NO OTHER ACTION OR ENTRY IS REQUIRED.

THESE OFFICIAL RULES SHALL APPLY TO YOU, AS A CONDITION OF ELIGIBILITY AND/OR RECEIPT OF PRIZES IF YOU ARE SELECTED AS THE WINNER.

The Promotion is open only to Giants Women's Club Members who are at least eighteen (18) years old.

Employees, officers, representatives and their immediate family members and household members, whether or not related, of the New York Football Giants, Giants Stadium LLC, MetLife Stadium, and their respective parent companies, subsidiaries, affiliates, advertising or promotional agencies, and dealers (the "Promotion Entities") and the NFL Entities (as defined below) are not eligible to participate.

No groups, clubs, or organizations may participate in this offer or reproduce or distribute any portion of these Official Rules or entry forms to their members. For purposes of the Promotion, "immediate family members" means parents, spouses, children, siblings and grandparents, regardless of where they reside, and those living in their same households whether or not related. Winning a prize is contingent upon fulfilling all requirements set forth herein. **VOID WHERE PROHIBITED.**

3. WINNER NOTIFICATION – DRAWING.

The random drawing will be conducted by Sponsor, whose decisions are final in all matters relating to this Promotion.

The random drawing will be conducted to select one (1) Prize winner via a drawing from all eligible entries. The drawing will occur on or about October 1, 2019. Decisions are final in all matters relating to the Promotion.

Odds of winning will depend on the total number of eligible entries received.

The potential prize winner will be notified by email, phone or mail in the Sponsor's sole discretion. Each potential prize winner must sign and return to Sponsor an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") to claim the prize, except where prohibited. If a potential winner fails to sign and return the Affidavit within the required time, the potential winner forfeits her prize. In the event that a potential prize winner is disqualified for any reason, Sponsor will select an alternate winner from among all remaining eligible entries. Only two (2) alternate drawings will be held after which time the applicable prize will remain un-awarded. Prize will be fulfilled after winner confirmation and execution of the Affidavit. Potential prize winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements set forth herein.

4. PRIZE.

One (1) winner will be chosen for the prize listed below:

2018 New York Giants Team Collectors Football

Total Average Retail Value of the Prize is \$40

Each prize is non-transferable, and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute the prize for one of equal or greater value should the offered prize become unavailable for any reason. All federal, state and/or local taxes and all other costs associated with prize acceptance and use not specified herein as being provided, including transportation, meals, souvenirs, luggage fees and gratuities, are the sole responsibility of the winner.

Winner agrees to comply with all applicable regulations in connection with the prize. Failure to do so may result in forfeiture of the prize.

5. LIMITATION OF LIABILITY. The Sponsor, Promotion Entities, the NFL Entities, and each of their respective parents, subsidiaries and affiliates and each of their respective officers, directors, shareholders, agents and employees is not responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed entries, omission, interruption, deletion, defect, or any combination thereof, or errors or typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prize, or in any Promotion-related materials or these Official Rules.

- 6. OTHER TERMS AND CONDITIONS. All federal, state and local laws and regulations apply. All entrants accept the conditions stated in these Official Rules, agree to be bound by the decisions of the Sponsor, and warrant that they are eligible to participate in the Promotion. All entrants also grant Sponsor and its assigns the right and permission to use the name, address (city and state) picture, voice, likeness, biographical data, photograph, testimonial or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for trade, promotional, advertising, and/or publicity purposes in any media, now or hereafter known, throughout the world in perpetuity, without compensation or notice to, or further consent of, the entrants to the extent permitted by law. Sponsor reserves the right to correct typographical, clerical or printing errors in any Promotion materials. Sponsor also reserves the right, in its sole discretion, to cancel, terminate, suspend and/or modify the Promotion, or any part of it, without notice, at any time, for any reason, including any cause, which affects the integrity or the ability of the Promotion to run as planned and disqualify any individual who engages in or attempts any such activity or who violates these Official Rules. In such event, Sponsor reserves the right to award the prizes via a random drawing from among the non-questionable entries received up to the time of failure. This promotion is offered only in the United States.
- 7. RELEASE. BY ENTERING THE PROMOTION, EACH ENTRANT AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, THE PROMOTION ENTITIES AND THE NFL ENTITIES AND EACH OF THEIR PARENT COMPANIES. DIVISIONS. SUBSIDIARIES, AFFILIATES, AGENTS, ADVERTISING, PROMOTION AND PUBLIC RELATIONS AGENCIES AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OWNERS AND AGENCIES OF EACH (COLLECTIVELY, "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY AND DAMAGES OF ANY KIND, INCLUDING ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, MISUSE OR USE OF ANY PRIZE OR WHILE PREPARING FOR OR PARTICIPATING IN ANY PROMOTION-RELATED ACTIVITY, INCLUDING, ANY TRAVEL ACTIVITY RELATED THERETO, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE PROMOTION, INCLUDING THESE OFFICIAL RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST ATTEMPT PERMITTED BY LAW.
- **8. DISPUTES.** By entering the Promotion, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Promotion, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the State of New Jersey having competent jurisdiction, which Court shall apply the laws of the State of New Jersey, without regard to

any conflict of law principles. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses, and entrant further waives any right to have damages multiplied or otherwise increased. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

- **9. WINNER LIST.** To obtain the name of the winner, please send a self-addressed prestamped envelope with your return address clearly marked to: New York Football Giants, Attention: Giants Women's Club September Giveaway Sweepstakes, 1925 Giants Drive, East Rutherford, NJ 07073.
- 10. NFL ENTITIES. The National Football League, its member professional football clubs (other than The New York Football Giants), NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this Promotion or any prize awarded. The NFL Entities have not offered or sponsored this Promotion in any way.