

THE GIANTS FOUNDATION, INC.

50/50 RAFFLE RULES

(Official Rules as of August, 2023)

PLEASE READ THESE OFFICIAL RULES BEFORE ENTERING THE 50/50 RAFFLE (THE “RAFFLE”) AT METLIFE STADIUM (THE “STADIUM”).

THESE RULES INVOLVE IMPORTANT LEGAL RIGHTS. YOU MAY BE GIVING UP IMPORTANT LEGAL RIGHTS IF YOU ENTER THE RAFFLE AND, BY ENTERING, YOU AGREE TO THESE RULES.

By participating in the Raffle, each Participant (as defined below) unconditionally accepts and agrees to comply with, and abide by, these Official Rules and the decisions of The Giants Foundation, Inc. (“The Giants Foundation”), a 501(c)(3) charitable organization, which shall be final and binding in all respects.

Further, each Participant represents that they meet and agree to abide by all of the requirements in these Rules.

1. **THE RAFFLE.** The Raffle at the Stadium is a 50/50 raffle. Tickets are sold throughout the Stadium at designated locations, and in the immediately surrounding areas, at designated New York Football Giants (the “Giants”) home games (each a “Giants Game”), as The Giants Foundation determines in its sole discretion. The Giants Foundation is not required to hold a Raffle at every Giants Game.

During the fourth quarter of each applicable Giants Game (or at any other time determined by The Giants Foundation), the winning Raffle ticket number will be announced via the Stadium’s public address system and will be displayed on the Stadium’s video board(s).

One Participant who purchased the winning Raffle ticket will receive one-half of the proceeds of the total prize value from the Raffle ticket sales for that given Giants Game, less related expenses that The Giants

Foundation is permitted (by applicable law) to deduct (the “Prize”). The remaining proceeds from the Raffle shall be used by The Giants Foundation as determined in The Giants Foundation’s sole discretion, for its charitable activities.

2. **ELIGIBILITY**. An individual must be eighteen (18) years of age or older to buy a Raffle ticket. No person who is visibly intoxicated may purchase a Raffle ticket.

THE FOLLOWING ARE NOT ELIGIBLE: Any individuals (including, but not limited to, employees or their immediate family members or household members who have, within the past six (6) months, performed services for The Giants Foundation, the Giants, Giants Stadium LLC, New Meadowlands Stadium Company LLC, any sponsor of The Giants Foundation Raffle, Canadian Bank Note Company (formerly known as Bump Worldwide Inc., Sportech, Inc./BUMP 50:50, (as defined below) (“Bump”)), the NFL Entities (as defined herein), or any organization responsible for, fulfilling, administering, or promoting the Raffle, are not eligible to enter the Raffle (collectively, “the Released Parties.”).

“Immediate family members” means parents, children, siblings, or spouses. “Household members” shall mean people who share the same residence at least three (3) months in the preceding one (1) calendar year whether or not related.

3. **ENTRY**. You may enter the Raffle if you meet the eligibility requirements. If you enter the Raffle, you agree to these Raffle Rules. If you enter the Raffle, and agree to these Raffle Rules, you are a “Participant”. You may choose to provide your phone number during the entry process to enable The Giants Foundation to contact you about the Raffle via text or phone call.
4. **PURCHASES OF RAFFLE TICKETS**. All Raffle ticket purchases must be made with a valid credit card. No cash transactions or debit cards will be accepted. Each ticket purchased will represent one entry. There is no limit

to the number of Raffle tickets each Participant may purchase. The Giants Foundation retains the right to change ticket offerings and prices at any time without prior notice.

5. **RAFFLE PERIOD.** Each Raffle begins approximately two (2) hours prior to kickoff of the designated Giants Game and concludes when The Giants Foundation determines, generally at or near at the end of the third quarter of the Giants Game (each a “Raffle Period”). All Raffle ticket purchases must be completed by the end of the applicable Raffle Period. All Raffle ticket purchases shall be final, and no refunds or replacements will be issued. Raffle tickets are only valid for the drawing held on the date of purchase. The Giants Foundation and any related entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed tickets regardless of cause or person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system or server or technical problem or traffic congestion on the Internet.
6. **DRAWING.** A Prize winner will be selected in a random drawing using software licensed to The Giants Foundation by Bump (as defined above), a third-party licensed by the State of New Jersey’s Legalized Games of Chance Control Commission. The Prize winner will be chosen from all eligible Raffle tickets purchased during each Raffle Period. The drawing will be held during the fourth quarter of the applicable Giants Game (or at such other time as The Giants Foundation may determine) and will be conducted by The Giants Foundation whose decision is final and binding. The winning Raffle ticket number will be announced via the Stadium’s public address system and displayed on the Stadium’s video board(s).

If the Prize winner opted to provide their phone number during the entry process, The Giants Foundation will seek to contact the Prize winner at least two (2) times via text or phone call to the number provided. The winning Raffle ticket numbers will also be posted by The Giants Foundation on the web page of www.Giants.com/5050raffle. You may obtain a list of the winning Raffle ticket numbers by sending a request (identifying the “50/50 Raffle Contest”) to The Giants Foundation, Inc., 50/50 Raffle Contest, c/o New York Football Giants, 1925 Giants Drive,

East Rutherford, NJ 07073, ATTENTION: Community Relations Department.

7. **CLAIMING A PRIZE.** To claim a Prize, the holder of the winning Raffle ticket (“Prize Claimant”) must contact The Giants Foundation and present the winning Raffle ticket (a) during, and before the end of, the fourth quarter of the game in-person at the West VIP Lobby of MetLife Stadium; or (b) by contacting The Giants Foundation office located at 1925 Giants Drive, East Rutherford, NJ 07073, during normal business hours within three hundred sixty-five (365) days of the applicable drawing (telephone number 201-935-8111). The winning Raffle ticket and two forms of identification, one of which must include the Prize Claimant’s photo are required to claim the prize. Acceptable forms of identification include a valid driver’s license, state issued non-driver identification card, passport, social security card, military identification or completed and unmodified Form W-9. The Giants Foundation is not responsible for lost or stolen tickets.

Once claimed, the prize will be paid to the Prize Claimant by check within thirty (30) days of verification that the Prize Claimant is the winner of the Raffle and has provided the necessary documentation in accordance with these Raffle Rules.

Each Prize Claimant must provide The Giants Foundation with all information required to claim the Prize, including tax identification information. The Prize Claimant will be required to execute an Affidavit of Winner, Liability and Publicity Release (“Affidavit”) prior to receipt of the Prize.

If the Prize Claimant is ruled ineligible for any reason or if no Prize Claimant with the winning Raffle ticket claims the Prize and has not signed all reasonably necessary documentation within three hundred sixty-five (365) days from the date of the applicable drawing was performed (the “Prize Claim Expiry Date”), the Prize shall be deemed forfeited and shall be retained, in its entirety, by The Giants Foundation for its own authorized use.

8. **ODDS**. Odds of winning will depend upon the total number of Raffle tickets purchased in each Raffle Period.
9. **TAXES**. Each Participant acknowledges and agrees that he or she has been informed that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of a Raffle ticket does not qualify as a deductible charitable contribution. The Prize Claimant is responsible for any and all federal, state, and local taxes, fees, and other government assessments on the awarded Prize. Further, each Prize winner acknowledges and agrees that federal law and state law require that a tax withholding on certain prize values must be collected from winners upon award or distribution of the Prize. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each Prize is claimed will be followed.
10. **TRANSFER OF RAFFLE TICKET OR PRIZE**. Participants may choose to give away their Raffle ticket to other eligible persons, but in doing so the Participant waives any claim they might otherwise have to the Prize, if the applicable Raffle ticket is chosen as a winner. Participants may not re-sell their Raffle tickets to other parties and may not give a Raffle ticket away to another person for the purpose of allowing that person to re-sell such Raffle ticket. Any Raffle ticket which has been resold in violation of these Official Rules shall be void. All individuals who re-sell, purchase, or receive a Raffle ticket in violation of these Official Rules shall be ineligible to participate in the Raffle or to win the Prize. A winner may transfer the Prize to a third party provided that the following conditions are met: (a) the transferee would have otherwise been eligible to enter the Raffle; (b) the transferee shall be responsible for all taxes and costs described in these Official Rules; and (c) the transferee shall be bound by all terms and conditions of these Official Rules that are applicable to the winner.
11. **PARTICIPANT'S GRANT OF LICENSE**. By participating in the Raffle or accepting a Prize, each Participant hereby irrevocably and perpetually grants to The Giants Foundation, and its designees (including the Giants) a

worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display any images or likenesses taken or captured of the Participant in connection with his or her participating in the Raffle or receiving the Prize (collectively, the “Images”), in any form, media or content which now or hereafter exists, for advertising, promotional or any other commercial purposes as well as non-commercial purposes. This includes full permission, except where legally prohibited, to use such winner’s name, address (city and state only), photograph, voice and/or other likeness, and prize information. Each Participant waives any compensation for any use of such Images, and the Images can be used without notice, review or approval in all media now known or hereafter devised, worldwide and in perpetuity. Each Participant hereby releases and waives any claims, demands, damages, losses, liabilities and causes of action arising from The Giants Foundation’s, or its designee’s (including the Giants), uses of the Images, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Participant’s name or likeness.

12. **RELEASE OF LIABILITY AND INDEMNITY**. By participating in the Raffle, the Participant, on Participant’s behalf, and on behalf of the Participant’s immediate family members, assigns, guardians, administrators, executors, and legal representatives hereby releases, waives, discharges, covenants not to sue, indemnifies and defends the Released Parties (as defined in Section 2, above), and each of their past, present or future predecessors, successors, assigns, parent companies, subsidiaries, affiliates, related entities and persons, owners, shareholders, members, partners, trustees, elected officials, directors, managers, employees, servants, principals, agents, consultants, contractors, representatives, and insurers from any claim or loss arising out of or related to the Participant’s participation in the Raffle, acceptance of the Prize, or any exercise by The Giants Foundation of any of its rights set forth herein or the Official Rules, including, but not limited to, any claims related to (a) any injury to the Participant (including death) or the Participant’s property that occurs in connection with participation in the Raffle, receiving the Prize or any related activities, (b) any failure to report and pay any income taxes arising

from acceptance of the Prize, and (c) the Participant's acts or the acts of any other party with respect to the Participant's receipt of the Prize, or participation in the Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder.

13. Further, the Released Parties are not responsible for printing errors in any Raffle related material or any misdirected, incomplete, lost, late or illegible tickets or other errors or problems that may limit the Participant's ability to participate in or win the Raffle. In addition, the Released Parties are not responsible for any other error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of tickets, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, including in connection with the administration of the Raffle and the announcement of any winner. A Raffle ticket will be void and no Prize will be awarded to the ticketholder if there is proof that the ticket was stolen, unissued, ineligible, altered, counterfeit in whole or in part, defective, printed in duplicate or printed/production in error.

THE NFL ENTITIES (AS DEFINED IN THIS PARAGRAPH) WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE RAFFLE OR ANY BENEFITS AWARDED. THE NFL ENTITIES HAVE NOT OFFERED OR SPONSORED THIS RAFFLE IN ANY WAY. "NFL ENTITIES" SHALL MEAN COLLECTIVELY, THE NATIONAL FOOTBALL LEAGUE, NFL VENTURES, L.P., NFL VENTURES, INC., NFL PRODUCTIONS LLC, NFL ENTERPRISES LLC, NFL PROPERTIES LLC, NFL INTERNATIONAL LLC, NFL INTERNATIONAL LICENSING, INC., ALL OF THE NFL MEMBER CLUBS, ANY SUCCESSOR OR FUTURE ENTITY THAT IS, DIRECTLY OR INDIRECTLY, JOINTLY OWNED AND/OR CONTROLLED BY ALL OR SUBSTANTIALLY ALL OF THE NFL MEMBER CLUBS, OR OWNS ASSETS THAT PRODUCE REVENUES THAT ARE REQUIRED TO BE SHARED WITH OTHER NFL

MEMBER CLUBS UNDER THE NFL CONSTITUTION (INCLUDING ANY SUCH ENTITY CONTROLLED BY THE NFL MEMBER CLUBS AND THE CLUB COLLECTIVELY) AND EACH AND ALL OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS.

14. **DISPUTES AND GOVERNING LAW.**

- (a) The Raffle shall be governed by the laws of the State of New Jersey without giving effect to any choice of law or conflict of law rule of any jurisdiction. The Raffle is void outside the United States and where prohibited by law. The Giants Foundation and Participant agree that any dispute, claim, or controversy arising from or relating to the Raffle that has not been already released (“Non-released Claims”) shall be resolved by binding arbitration conducted in Bergen County, State of New Jersey. The parties understand that a judgment on any arbitral award may be entered in any court having jurisdiction. No arbitration under this agreement shall be consolidated with any other arbitration. In agreeing to submit all non-released Claims for resolution by arbitration, the Participant acknowledges and agrees that such agreement is given in exchange for rights or benefits to which the Participant is not otherwise entitled – namely, being provided with the opportunity to participate in the Raffle and the more expeditious and confidential resolution of any Non- released Claims.
- (b) Each Participant agrees that all Non-released Claims must be pursued on an individual basis only. By participating in the Raffle, and thereby agreeing to and accepting these terms and conditions, each Participant waives any right to commence, or be a party to, any class or collective actions asserting claims or to bring jointly with any other person asserting any claim against the Released Parties, or any of their respective owners, members, employees, agents, affiliates, directors, trustees, agents or other representatives. Nothing in this paragraph is intended or may be construed as a limitation of any Participant’s right to assert, on the Participant’s own individual behalf, any Non-released Claims pursuant to the arbitration provisions described above, but

only on an individual basis. In the event that arbitration is not considered an equitable device for relief, Participants and The Giants Foundation each hereby waive, to the fullest extent permitted by law, any right to a trial by jury in respect of any suit, action, or proceeding directly or indirectly arising out of, under or in connection with this Agreement.

15. **DISQUALIFICATION; CHANGES.** The Giants Foundation reserves the right in its sole discretion to disqualify any individual who tampers or attempts to tamper with the ticketing process or the operation of the Raffle, re-sells a Raffle ticket, violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. The Giants Foundation reserves the right to, at its sole discretion, cancel, suspend or modify the Raffle or these Official Rules or disqualify any individual or ticket for purposes of complying with applicable laws and regulations, protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. The Giants Foundation reserves the right to terminate, modify or suspend the affected portion of the Raffle and to select winners from entries received prior to such an action.

CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION THESE OFFICIAL RULES AND OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE GIANTS FOUNDATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.