

NEW YORK FOOTBALL GIANTS WOMEN'S CLUB

SURPRISE AND DELIGHT GIVEAWAY – OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. NO ENTRIES ARE REQUIRED – THE ONLY PEOPLE ELIGIBLE ARE EXISTING MEMBERS OF THE GIANTS WOMEN'S CLUB.

VOID OUTSIDE OF THE UNITED STATES AND WHERE PROHIBITED OR RESTRICTED BY LAW. THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. PLEASE DO NOT PROCEED IF YOU ARE NOT LOCATED IN THE UNITED STATES.

1. **SPONSOR OF THE GIANTS WOMEN'S CLUB SURPRISE AND DELIGHT (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. **ELIGIBILITY AND AUTOMATIC ENTRY**. ALL MEMBERS OF THE NEW YORK GIANTS WOMEN'S CLUB AS OF AUGUST 31, 2021 AND WHO ARE AT LEAST 18 YEARS OF AGE AS OF THAT DATE ARE AUTOMATICALLY ENTERED INTO THE SURPRISE AND DELIGHT. 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.

Employees, officers, representatives and their immediate family members and household members, whether or not related, of New York Football Giants, Inc. ("Sponsor"), Giants Stadium LLC, New Meadowlands Stadium Company, LLC, and their respective parent companies, subsidiaries, affiliates, advertising or promotional agencies, fulfillment, marketing agencies and other third parties assisting or providing services in connection with this Surprise and Delight (collectively 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 September 1, 2021. Decisions are final in all matters relating to the Promotion

3. Each Women's Club Member as of the date set forth above will have an equal chance of winning. Sponsor shall determine the eligibility of any Women's Club Member in its sole and absolute discretion. In addition, Sponsor may disqualify any entrant in its sole and absolute discretion.

Further, Promotion Entities are not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with this Surprise and Delight, and reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Surprise and Delight should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of this Surprise and Delight.

Sponsor reserves the right, in its sole discretion, to disqualify any Women's Club Member from this Surprise and Delight or any other promotion conducted now or in the future by Sponsor or any of its affiliates if he or she tampers with the entry process or if his or her fraud or misconduct affects the integrity of this Surprise and Delight.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SURPRISE AND DELIGHT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

4. The potential Prize winner will be notified by email, phone or mail. If an initial potential winner does not answer the message (or is otherwise unavailable during the initial contact attempt and/or does not claim the Prize by the requested date/time), an alternate potential winner may be chosen, time permitting and in Sponsor's sole discretion. The potential Prize winner will be required to provide Sponsor with a complete and accurate W-9 Form and will be required to execute and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release. If a potential winner fails to sign and return the W-9 and the Affidavit within the required time, the potential winner forfeits the Prize. Non-compliance with the foregoing, with these Official Rules or the return of a Prize notification as non-deliverable may result in disqualification and, at Sponsor's discretion and time permitting, awarding of the Prize to an alternate winner.

Acceptance of the Prize constitutes permission for Sponsor and its agencies to use each winner's name, address, likeness, and/or Prize information for advertising and promotional purposes in any medium without additional compensation to the extent permitted by law. In the event a potential Prize winner is disqualified for any reason, Sponsor will select an alternate Prize winner, by random drawing, from among all remaining eligible entries. Only two (2) alternate drawings will be held after which time the applicable Prize will remain un-awarded. The Prize will be fulfilled after winner confirmation and execution of the Affidavit and any other required paperwork. The Potential Prize winner must continue to comply with all

terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements set forth herein.

5. **ONE (1) PRIZE:** One (1) Prize winner will receive 2019 New York Giants Team Collectors Football:

- APPROXIMATE RETAIL VALUE: \$40
- The Prize is awarded “as is” without any warranty, guarantee or representation of any kind either express or implied by Sponsor. The Prize winner must be over 18 at the time of entry.
- When applicable, a 1099 tax form will be issued in the amount of the Prize to each Prize winner; for awards to an individual taxpayer with a value of at least \$600, you will receive a 1099-tax form, a copy of which will be filed (as required by law) with the Internal Revenue Service. You are responsible for consulting your own tax advisor as you deem appropriate. Costs and expenses associated with the acceptance and use of the Prize not specified herein as being awarded, including, but not limited to, all federal, state local and other taxes, are each winner’s sole responsibility. The Prize is non-transferable outside of the Prize winner’s immediate family, 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, or any part of the offered Prize, become unavailable for any reason. **ALL FEDERAL, STATE, LOCAL AND OTHER TAXES AND ALL OTHER COSTS ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED, ARE THE SOLE RESPONSIBILITY OF EACH WINNER.** Each winner agrees to comply with all laws and 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 information, human error, technical malfunction, lost/delayed communications, 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 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 winners agree to be bound by the decisions of the Sponsor, and warrant that they are eligible to participate in the Promotion. All winners 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.

6. **WINNER’S NAME:** For the name of the winners, email Alyssa.Agrifolio@giants.nfl.net after June 24, 2021.

7. **QUESTIONS:** If you have any questions regarding this Promotion, send an email to Alyssa.Agrifolio@giants.nfl.net with the phrase “GIANTS WOMEN’S CLUB GIVEAWAY QUESTION” written in the subject line of the email.

8. **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 Surprise and Delight or any Prize awarded. The NFL Entities have not offered or sponsored this Surprise and Delight in any way.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA SITE OR THE NFL ENTITIES. The information you provide will only be used in accordance with these Official Rules and the Giants Privacy Policy available at <https://www.giants.com/privacy>.

9. **CHOICE OF LAW AND DISPUTES:** This Surprise and Delight will be governed by the laws of the State of New Jersey. Any and all legal actions or claims arising in connection with this Surprise and Delight must be brought in a state court located in Bergen County, New Jersey or the federal court located in Newark, New Jersey.

BY AGREEING TO THESE OFFICIAL RULES, YOU MAY BE GIVING UP IMPORTANT LEGAL RIGHTS – PLEASE READ ALL OF THESE OFFICIAL RULES CAREFULLY.

EXCEPT WHERE PROHIBITED BY LAW, EACH WINNER AND EACH MEMBER OF THE GIANTS WOMEN’S CLUB AGREES THAT: (I) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SURPRISE AND DELIGHT OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY STATE OR FEDERAL COURTS SITUATED IN THE STATE OF NEW JERSEY, (II) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT WILL THE SAME INCLUDE ATTORNEY’S FEES, (III) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, “SPECIAL DAMAGES”), AND (IV) ENTRANT HEREBY

WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH DAMAGES MULTIPLIED OR 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.

10. **RELEASE:** EACH WINNER AND GIANTS WOMEN'S CLUB MEMBER 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 OWNERS, 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 AWARD, USE, ACCEPTANCE, OR MISUSE OF ANY PRIZE OR WHILE PREPARING FOR OR PARTICIPATING IN ANY PROMOTION-RELATED ACTIVITY, INCLUDING, ANY TRAVEL ACTIVITY RELATED THERETO, AND FURTHER INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANT'S BREACH OF ANY AGREEMENT, WARRANTY OR REPRESENTATION ASSOCIATED WITH THE PROMOTION, INCLUDING THESE OFFICIAL RULES.

11. **SPONSOR'S RESERVED RIGHTS.** Sponsor reserves the right to correct clerical or typographical errors in any promotional materials.

12. **PRIVACY POLICY.** Entrants may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor's privacy policy which is available at <https://www.giants.com/privacy>. Any questions regarding privacy matters should be directed to the following address as set forth in the Sponsor's Privacy Policy: New York Football Giants, Inc., 1925 Giants Drive, East Rutherford, NJ 07073, ATTENTION: Alyssa Agrifolio

