## NY Jets Sweepstakes Official Rules NO PURCHASE OR TEXT MESSAGE NECESSARY TO ENTER OR WIN.

- 1) Eligibility: The NY Jets Sweepstakes (hereafter, "Sweepstakes") is open to legal residents of New York, New Jersey, Pennsylvania, and Connecticut that reside within a 75-mile radius of MetLife Stadium (in East Rutherford, NJ) and who are at least eighteen (18) years of age at the time of entry (hereafter, "Eligible Entrants"). Employees, officers, directors, agents, and representatives of each of New York Jets LLC (hereafter, "Sponsor"), the National Football League, its member professional football clubs, NFL Ventures, L.P., and Paramount+ and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising & promotion agencies (hereafter collectively, "Released Parties"), and each such individual's immediate family members (mother, father, sister, brother, child, husband, wife & their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win. Void outside the aforementioned areas and where prohibited by law. All applicable federal, state & local laws apply. Paramount+ and its parent company, affiliates, and subsidiaries and advertising & promotion agencies are not responsible for the conduct and execution of this Sweepstakes. Eligible Entrants should look solely to Sponsor in connection with any question about the Sweepstakes.
- **2) Promotion Period:** Promotion starts 9:00:00 am Eastern Time ("ET") on 9/11/23 and ends at 11:59:59 pm ET on 9/25/23 (hereafter, "Promotion Period").
- **3) How to Enter:** During the Promotion Period, Eligible Entrants will have the opportunity to enter the Sweepstakes via one (1) of the following two (2) ways:
  - 1) Opting-in to Receiving Text Messages for the New York Jets: Eligible Entrants must first text the keyword "PARAMOUNT" to 26154 from their mobile device *or* complete the online entry form available at nyjets.com/text. Upon completion of either of the aforementioned actions, Eligible Entrant will receive an automated text message from the New York Jets confirming their desire to opt-in to receive future text messages. By responding "Y" to the automated text message, Eligible Entrant will receive one (1) entry. Eligible Entrant will be charged standard messaging and/or data rates for each text message sent from and received by their device according to the terms of their wireless service agreement. Eligible Entrant must be a wireless service subscriber with text messaging functionality to enter via this method. Eligible Entrant should check their phone capabilities for specific text messaging instructions. Text messaging is not available in all areas.
  - <u>2) Mail:</u> To receive one (1) entry without opting-in to receive text messages, Eligible Entrants can hand print their name, complete mailing address, telephone number, email address, date of birth, and the words "NYJ Sweeps" on a plain 3" x 5" piece of paper and mail it in a <u>sealed</u>,

stamped and hand printed #10 envelope to be received by 9/29/23 to: NYJ Sweepstakes, 1 Jets Drive, Florham Park, NJ 07932.

3) Online Entry Form: To receive one (1) entry without opting-in to receive text messages, Eligible Entrants can visit nyjets.com/paramount during the Promotion Period and follow the instructions provided to complete/submit the Official Entry Form to receive one (1) entry.

There will be a limit of one (1) entry per person, regardless of the method of entry. Entries received in excess of the stated limitation will be void. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned. The use of script, macro or automated devices (or any other devices intended to automate or subvert any aspect of entry) to enter the Sweepstakes is prohibited and any entry through such means and any entry that is deemed to be ineligible (at Sponsor's sole discretion and in accordance with these Official Rules) are void. In the event of a dispute as to the identity of an entrant who is opting-in to receive future text messages, entry will be awarded to the person named as the primary account holder of the cell phone used to opt-in, provided such individual is eligible according to these Official Rules. In the event of a dispute as to the identity of an entrant based on the email address submitted, entry will be awarded to the person named on the applicable Online Entry Form (regardless of whether that is the name of the authorized account holder of the email address from which said entry form was submitted) provided such individual is eligible according to these Official Rules.

Released Parties are not responsible for late, lost, stolen, incomplete, misdirected, delayed, garbled, inaccurate, or undelivered entries or text messages, mail, or for telephonic, human or computer failures, problems or errors, interruptions in service due to system upgrades, repairs, modifications or other causes, failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, text messages or the announcement of the prize; or for any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes, or for printing, typographical, human or other errors appearing in these Official Rules or other Promotion-related materials. Sponsor reserves the right, in its sole discretion, to void any entries of entrants whom Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes or is in violation of these Official Rules.

4) Drawings/Odds: Potential winners will be randomly selected on or about 9/29/23 from among all eligible entries received. Each valid entry, regardless of method of entry, will have an equal chance of winning. Odds of winning will depend upon the total number of eligible entries received. Potential winners will be notified by telephone, text and/or email. Potential Grand Prize winners will be required to execute and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release as well as any other documents required by Sponsor within two (2) days of date of issuance of notification. First Prize winners may be required to complete and return a Prize Claim Form prior to prize award. Noncompliance with any of the foregoing, failure to respond

within the designated timeframe, the inability to contact the potential winner within a reasonable time period, or any notification being returned as undeliverable may result in disqualification and, at Sponsor's discretion and time permitting, an alternate winner being selected. Winner status is subject to verification of eligibility and compliance with these Official Rules. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in the potential winner's email account to receive email messages.

- 5) Prizes: Three (3) Grand Prizes: Each Grand Prize winner will receive four (4) tickets to attend the New York Jets home football game currently scheduled for 10/15/23 along with one (1) parking pass, one piece of autographed New York Jets merchandise and a one (1) year subscription to Paramount+. Approximate Retail Value ("ARV"): \$1,330 each. Ten (10) First Prizes: Each First Prize winner will receive a one (1) year subscription to Paramount+. ARV: \$100 each. All Grand Prize details, including, but not limited to, exact New York Jets player to sign the merchandise, are at Sponsor's sole discretion. Additional terms, conditions, and restrictions apply to the Paramount+ subscription, as designed by issuer. TRANSPORTATION TO/FROM THE GAME IS NOT PROVIDED AS PART OF THE GRAND PRIZE. DO NOT PARTCIPATE IN THIS SWEEPSTAKES IF YOU ARE NOT PREPARED TO PAY FOR TRANSPORTATION TO/FROM **THE GAME.** In the event the game is postponed and rescheduled, updated tickets will be reissued. If the game is postponed and not rescheduled, Sponsor will provide an alternate prize of equal or greater value. Exact location of tickets/passes, and other details will be determined by the Sponsor in its sole discretion. Each Grand Prize winner and his/her respective guests must comply with all venue rules and regulations. Failure to do so may result in forfeiture of such portion of the prize and removal from the game. Released Parties reserve the right to remove or to deny attendance to any winner and his/her guests if either engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game. Sideline passes are subject to the terms and conditions specified thereon. If unused, tickets/passes cannot be returned, refunded or exchanged for cash value or substitute passes. All prize details are at Sponsor's sole discretion. Prizes are awarded "as is" without any warranty or guarantee, either express or implied. All federal, state and local taxes, and any costs and expenses associated with the acceptance and use of prize not specified herein as being awarded is winner's sole responsibility. Total ARV of all prizes to be awarded: \$4,990.
- 6) Miscellaneous: No transfer, assignment, cash redemption, or substitution of prize is permitted except by Sponsor who reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Entrants agree, by entering, that 1) Sponsor, Paramount+, and each of their respective designees may use (unless prohibited by law), entrant's name, image, voice, city and state of residence, biographical information, photograph, social profile, and/or likeness for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification, 2) Sponsor reserves the right to conduct a background check and entry in the Sweepstakes constitutes entrant's permission for Sponsor to conduct such background check, provided that, to the extent additional

authorization is necessary under law, entrants shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any entrant based on the results of the background check or failure of the entrant to properly authorize such check, and 3) the Released Parties shall have no liability and will be held harmless by entrant for any claim, action, liability, loss, injury or damage to entrant or any other person or entity, including, without limitation, personal injury or death to entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize or participation in this Sweepstakes. Sponsor and Paramount+ are not responsible or liable for prize quality or utility. Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Sweepstakes (or portion thereof) for any reason, including should virus, bugs, nonauthorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Sweepstakes and, in the case of termination, at its discretion, select the applicable winner(s) from among all eligible non-suspect entries received, prior to the event that required such termination. **CAUTION:** Any attempt to deliberately damage the website or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek any and all remedies available from any such person(s) responsible for the attempt to the fullest extent permitted by law.

- 7) Arbitration: Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant 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 (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.
- 8) Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of New Jersey, USA.
- 9) Winners List: For a list of the winners (available after 10/31/23), send a self-addressed, stamped envelope to be received by 12/29/23 to: New York Jets, Attn: NY Jets Sweeps Winners, 1 Jets Drive, Florham Park, NJ 07932.
- **10) Sponsor:** New York Jets LLC, 1 Jets Drive, Florham Park, NJ 07932.

Offer: If an Eligible Entrant (as described in these Offer Terms) participates in the NY Jets Sweepstakes (as describe above), they will receive, while supplies last, a one (1) month trial of Paramount+ ("Offer"), subject to additional terms, conditions, and restrictions, as designated by issuer.

- 1) Eligibility: The NY Jets Gift Offer ("Offer") is open only to legal residents of New York, New Jersey, Pennsylvania, and Connecticut that are NOT current Paramount+ subscribers that reside within a 75-mile radius of MetLife Stadium (in East Rutherford, NJ) who are at least eighteen (18) years of age at the time of entry (hereafter, "Eligible Entrants"). For purposes of these Terms, the following parties are considered the "Released Parties": New York Jets LLC ("Sponsor"), the National Football League, its member professional football clubs, NFL Ventures, L.P., Paramount+, and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising & promotion agencies and Gift provider. Void to current Paramount+ subscribers, outside the aforementioned areas and where prohibited by law. By participating in this Offer, entrants: (a) agree to be bound by these Terms and by the interpretation of these Terms by Sponsor and by the decisions of Sponsor, which are final and binding in all respects; and (b) acknowledge they are in compliance with these Terms.
- **2) Offer Period:** The Offer begins at 9:00:00 am Eastern Time ("ET") on 9/11/23 and ends at 11:59:59 pm ET on 9/25/23, or while supplies last, whichever comes first ("Offer Period").
- 3) How to Qualify for Offer: During the Offer Period, Eligible Entrants that submit an entry in the NY Jets Sweepstakes will receive a coupon code to redeem a one (1) month trial of Paramount+. NOTE: After the one (1) month trial has ended, Eligible Entrant must cancel the Paramount+ subscription or be subject to Paramount+ Subscription Terms as defined at https://www.viacomcbs.legal/us/en/pplus/sub-terms.
- 4) Gift Details: Upon completion of the entry process (and verification by Sponsor), one (1) coupon code ("Gift") will be awarded to the Eligible Entrants who qualify. One (1) Gift per Eligible Entrant. Approximate Retail Value ("ARV") of each Gift: \$12. If the number of Gifts issued exceeds the number of Gifts available, for any reason, including technical, computer, seeding, human or other errors, the Released Parties reserve the right to award the listed number of Gifts based on time and date stamp of entry. Gift will be awarded to the Eligible Entrant who is identified on the Sweepstakes entry. No transfer, assignment, cash redemption or substitution of Gift except by Sponsor due to Gift unavailability, or other reasons determined by Sponsor, and then for a Gift of equal/greater value. Offer Gift may not be redeemed for cash. The Released Parties are not responsible for and will not replace any lost, mutilated or stolen Gifts.
- **5) Privacy:** Participation in this Offer constitutes your agreement and consent to these Terms, participation in this Offer and your consent for Sponsor to obtain, use, and transfer

your name, email, cell phone number and other information for the purpose of administering this Offer, awarding the Gifts and to comply with applicable legal requirements.

6) Miscellaneous: Released Parties are not responsible for late, illegible, lost, stolen, incomplete, late, misdirected, mutilated, delayed, garbled, damaged, inaccurate or undelivered Gifts or other communications or information (collectively, "Data"), defect/delay in transmission or communication; inaccurate or incomplete information; theft, destruction or unauthorized access to, or alteration of Data; or for telephonic, human or computer failures, problems or errors, interruptions in service due to system upgrades, repairs, modifications or other causes; failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, traffic congestion on the Internet, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with the Offer, including, without limitation, errors which may occur in connection with the administration of the Offer, the cancellation or postponement of the Offer, for any injury or damage to any participant's or any other person's computer or other device relating to or resulting from participation in this Offer, or for printing, typographical, human or other errors appearing in these Terms or other Offerrelated materials; electronic equipment, computer hardware or software failures; or inaccurate Gift and/or other information, whether caused by equipment, programming, human error, or otherwise. In the event the Released Parties are prevented from continuing with the Offer by any event beyond its control, including, but not limited to, fire, flood, pandemic, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Offer by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Released Parties' control (each, a "Force Majeure" event or occurrence), the Released Parties shall have the right to modify, suspend or terminate the Offer.

By participating, participants agree to be bound by these Terms and agree that Released Parties and their designees and assigns and all of their respective officers, directors, employees, shareholders, representatives and agents shall have no liability and agree to waive, release, indemnify, defend and hold harmless the Released Parties from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) participation in the Offer; (ii) any acceptance, possession, misuse or use of any Gift (including, without limitation, losses, damages or injuries to consumer's or any other person's equipment or other property, or to their persons; (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Offer activity and/or Gift. The Offer is subject to Sponsor's sole discretion and may be modified or terminated at any time without notice. Sponsor can void Offer from any individual(s) believed to exhibit fraudulent behavior or any attempt to corrupt or impair the

administration, security, fairness or proper administration of this Offer.

Except where prohibited by law, any and all disputes, claims and causes of action arising out of or in connection with this Offer shall be resolved individually, without resort to any class action, exclusively by the courts located in the judicial district of Morris County, New Jersey. All issues concerning the construction, validity, and interpretation of these Terms shall be governed by and construed in accordance with the laws of the State of New Jersey (and federal laws, as applicable), without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any jurisdiction other than the laws of the State of New York and applicable federal laws. BY PARTICIPATING, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE OFFER, OR ANY GIFT AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event that any provision of the Terms is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Released Parties' failure to enforce any term of these Terms will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Terms. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Offer-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Terms, the Terms shall prevail, govern and control and the discrepancy will be resolved in Released Parties' sole and absolute discretion. These are the terms and conditions that are applicable to this Offer, which may be revoked by Sponsor, including the reduction or elimination of the Gift, at any time, for

any reason, with or without notice.

**7) Sponsor:** New York Jets LLC, 1 Jets Drive, Florham Park, NJ 07932.