

## NY Jets Back In Black Sweepstakes

### Official Rules

#### NO PURCHASE OR TEXT MESSAGE NECESSARY TO ENTER OR WIN.

**1) Eligibility:** The NY Jets Back In Black Sweepstakes (hereafter, "Sweepstakes") is open to legal permanent residents of the 50 United States (and the District of Columbia) who are at least eighteen (18) years of age at the time of entry (hereafter, "Eligible Entrants"). Employees, officers, directors, agents and representatives of New York Jets LLC (hereafter, "Sponsor"), the National Football League, its member professional football clubs, NFL Ventures, L.P., teamDigital Promotions, Inc. ("Administrator") 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 where prohibited by law. All applicable federal, state & local laws apply.

**2) Promotion Period:** Promotion starts 12:00:00 am Eastern Time ("ET") on 11/14/23 and ends at 11:59:59 pm ET on 11/26/23 (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 three (3) ways:

1) Opting-in to Receiving Text Messages for the New York Jets: Eligible Entrants must first text the keyword "GARRETT" 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.

2) Mail: 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 Back In Black Sweeps" on a plain 3" x 5" piece of paper and mail it in a sealed, stamped and hand printed #10 envelope to be received by 12/4/23 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/backinblack](http://nyjets.com/backinblack) 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 winner will be randomly selected on or about 12/4/23 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 winner will be notified by telephone, text and/or email. Potential Grand Prize winner may be required to execute and return a Prize Claim Form within five (5) days of date of issuance of notification. 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) One (1) Grand Prize:** Grand Prize winner will receive a size medium black replica New York Jets football jersey autographed by Garrett Wilson. Approximate Retail Value ("ARV"): \$300. All prize details are at Sponsor's sole discretion. Actual value of autographed jersey is subject to market fluctuation. No certificate of authenticity is provided by Sponsor. Jersey is not game used. Other than the details of the prize outlined above, Released Parties have no additional obligations or commitments to winner in connection with this Promotion. Prize is awarded "as is" without any warranty or guarantee, either express or implied by Sponsor. 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.

**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 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 is 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, non-authorized 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 winner 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) Winner's Name:** For the name of the winner (available after 12/22/23), send a self-addressed, stamped envelope to be received by 2/29/24 to: New York Jets, Attn: Back in Black Winner, 1 Jets Drive, Florham Park, NJ 07932.

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