## New York Jets Ultimate Kids Birthday Party Sweepstakes Presented by Kinder Joy Official Rules

No Purchase Necessary to Enter or Win. A Purchase will Not Increase Your Chances of Winning.

Eligibility: The New York Jets Ultimate Kids Birthday Party Sweepstakes Presented by Kinder Joy (hereafter, "Sweepstakes") is open to legal residents of New York, New Jersey and Connecticut who are at least eighteen (18) years of age at the time of entry with a child/ward between the ages of 4-17. Employees, officers, directors, agents and representatives of New York Jets LLC ("Sponsor"), Kinder Joy, the National Football League, its member professional football clubs, NFL Ventures, L.P., teamDigital Promotions, Inc. ("teamDigital"), and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising and promotion agencies (hereafter collectively, "Released Parties"), and each such individual's immediate family members (mother, father, sister, brother, child, husband, wife and 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 NY, NJ, CT and where prohibited by law. All applicable federal, state and local laws apply.

**Promotion Period:** Sweepstakes begins 12:00 (noon) pm Eastern Time ("ET") on 9/21/23 and ends 11:59:59 pm ET on 10/12/23 (hereafter, "Promotion Period").

**How to Enter:** Visit nyjets.com/kinderjoy during the Promotion Period and follow the instructions provided to complete/submit the Official Entry Form to receive one (1) entry. All entries must be received by 11:59:59 pm ET on 10/6/23 to be eligible. **Limit one (1) entry per person, per email address** and per household throughout the Promotion Period. You may only use one (1) email address to enter the Sweepstakes. Entries received from any person, email address, or household in excess of the above stated limitation will be void. Your submission of an entry constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain, use and transfer your name, address and other information for the purpose of administering this Sweepstakes. 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) will be void. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned. 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 Official 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, damaged, inaccurate, or undelivered entries; or for telephonic, human or computer failures, problems or errors, defects or delays in any transmission, 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, the announcement of the prize, for any injury or damage to participant's or any other person's computer or other device relating to or resulting from participation in this Sweepstakes, or for printing, typographical, human or other errors appearing in these Official Rules or other Sweepstakes-related materials. Sponsor reserves the right, in its sole discretion, to void any entries of entrants and disqualify such entrants whom Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes and/or who are in violation of these Official Rules.

**Winner Selection & Notification:** Potential winner will be randomly selected on or about 10/9/23 from among all eligible entries received. Odds of winning will depend upon the total number of eligible entries received. By entering, entrants agree to be bound by these Official Rules and to the decisions of the Sponsor and judges, which will be final and binding in all respects. Potential winner will be notified by telephone and/or email.

One (1) Grand Prize: Grand Prize winner will receive a birthday party for their child/ward (and up to 24 guests between the ages of 4-17) at MetLife Stadium currently scheduled for 11/13/23 (hereafter, "Event"). The Event will consist of a Field Punt Pass Kick activity (Skills & Drills) followed by a reception in the Coaches Club to include food & non-alcoholic beverages, the appearance of a NY Jets alumni (to be determined by Sponsor in its sole discretion) and one (1) piece of NY Jets merchandise for winner and each of the 24 guests (maximum total of 25 pieces of merchandise to be awarded). Approximate Retail Value ("ARV") of Grand Prize: \$2,250. TRANSPORTATION TO/FROM METLIFE STADIUM IS NOT PROVIDED AS PART OF THIS PRIZE. DO NOT PARTCIPATE IN THIS PROMOTION IF YOU ARE NOT PREPARED TO PAY FOR TRANSPORTATION TO/FROM METLIFE STADIUM. Exact time, duration, activities and other details of the Event will be determined by the Sponsor in its sole discretion. Winner and 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 Event. Released Parties reserve the right to remove or to deny attendance to any winner or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Event. All prize details are at Sponsor's sole discretion. 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.

Miscellaneous: No transfer, assignment, cash redemption, or substitution of prize is permitted except by Sponsor who reserves the right to substitute the prize with one of comparable or greater value, at its sole discretion. Potential Grand Prize winner 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. Should the potential winner decide to decline his/her prize for any reason whatsoever or not respond to the prize notification by the applicable response deadline, Sponsor shall have no further obligation to that potential winner and an alternate winner may be randomly selected (time permitting) from among all remaining eligible entries. The parent/legal guardian of each guest may be required to execute and return a Liability/Publicity Release prior to the start of the Event. By participating, entrants agree to be bound by these Official Rules and agree that: 1) Sponsor and its designees may use (unless prohibited by law)

entrant's (as well as their child/ward's) name, city and state of residence, photograph, any oral or written statements, 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, and 2) the Released Parties shall have no liability and entrant will defend, indemnify and hold harmless Sponsor and the Released Parties from and against 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 their child/ward) 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 (including, but not limited to, and travel or activity related thereto) or participation in this Sweepstakes. 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 or for any other reason and, in the case of termination, at its discretion, select the winner from all eligible non-suspect entries combined and 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.

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 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.

**Privacy**: By participating in the Sweepstakes, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <a href="https://www.newyorkjets.com/faqs/privacy-policy">https://www.newyorkjets.com/faqs/privacy-policy</a>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

**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.

**Winner's List:** For the name of the winner (available after 11/30/23), send a self-addressed, stamped envelope to be received by 1/2/24 to: NYJ Ultimate Kids Birthday Party Sweepstakes Winner, 1 Jets Drive, Florham Park, NJ 07932.

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

The NFL Entities have not offered or sponsored this Sweepstakes in any way.