Bottles in the Bay Sweepstakes Official Rules

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

Eligibility: The Bottles in the Bay Sweepstakes (hereafter, "Sweepstakes") is open to legal residents of the fifty (50) U.S. (including D.C.) who are at least twenty-one (21) years of age at the time of entry (hereafter, "Eligible Entrants"). Employees, officers, directors, agents and representatives of New York Jets LLC ("Sponsor"), Laithwaites ("Presenting Partner"), the NFL Entities (defined below), 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 where prohibited by law. All applicable federal, state and local laws apply.

Promotion Period: Sweepstakes begins 12:00:00 am Eastern Time ("ET") on 7/29/24 and ends 11:59:59 pm ET on 8/18/24 (hereafter, "Promotion Period").

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:

<u>1) Opt-in To Receive Text Messages:</u> Eligible Entrants must first text the keyword "UNCORKED" to 26154 from their mobile device. Upon completion, 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) Online Entry Form:</u> Visit nyjets.com/uncorkedsweeps 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 8/18/24 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, email address, 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 who is opting-in to receive text messages, entry will be awarded to the person named as the primary account holder of the cell phone used to optin, 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 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, emails, or other communications of any kind; 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: One (1) potential Grand Prize winner will be randomly selected on or about 8/19/24 from among all eligible entries received. Odds of winning will depend upon the total number of eligible entries received. Potential Grand Prize winner will be notified by telephone and/or email. Potential 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. Winner's guest must be twentyone (21) years of age or older and must execute and return a Liability/Publicity Release prior to travel. 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.

One (1) Grand Prize: Grand Prize includes a 2-night trip for winner and one (1) guest to attend the New York Jets vs San Francisco 49ers football game (hereafter "Game") currently scheduled to take place at Levi's Stadium on 9/9/24 (hereafter "Trip"). Trip consists of round-trip coach air transportation from major airport nearest to winner's primary residence to California, standard double-occupancy hotel accommodations for two (2) nights, two (2) tickets to the Game and a steakhouse dinner with Jets Uncorked vintner William Knuttel on 9/8/24. Approximate Retail Value ("ARV") = \$2,500. Travel and hotel arrangements are determined by Sponsor in its sole discretion and must be made through Sponsor's agent, on a carrier of Sponsor's choice. Trip must be taken between 9/8/24 and 9/10/24 or prize will be forfeited in its entirety and may be awarded to an alternate winner, in Sponsor's sole discretion. Winner and guest must travel together on the same itinerary. Winner and guest are responsible for obtaining all necessary travel documents prior to booking Trip. Participation in the Trip is subject to winner's (and guest's) consent to and compliance with all health and safety policies currently in effect at the time of travel. If the Trip is canceled or postponed for any reason by the Sponsor, the Sponsor will substitute the prize with something of comparable value. All prize details are at Sponsor's sole discretion. Certain travel restrictions may apply. Unless otherwise indicated herein, all expenses and travel costs including, but not limited to, all transportation, parking, meals, beverages, incidental, surcharges, service charge or facility charges, personal charges at hotel, taxes or other expenses, as well as all federal, state and local taxes, are the responsibility of winner and his/her guest. All elements of the Grand Prize are subject to availability, blackout days and other restrictions. Exact seat location at game, are at Sponsor's sole discretion. Game tickets are subject to terms and conditions specified thereon. Winner and his/her respective guest agree to comply with all game and venue rules and regulations and, in accordance therewith, agree not to act in an unsportsmanlike or disruptive manner, or with any intent to annoy, abuse, threaten or harass any other person at the Game. Failure to comply may result in forfeiture of such portion of the prize and removal from the Game. Winner and his/her respective guest will be escorted out of venue by Sponsor or its designated agent(s) for improper conduct and/or violation of federal, state or local laws (including, but not limited to, the unlawful possession, use, or distribution of illicit drugs, unlawful drug paraphernalia, and alcohol), as Sponsor determines in its sole discretion, and will

forfeit the balance of prize. If unused, Game tickets cannot be sold, returned, refunded or exchanged for cash value or substitute tickets. If Grand Prize winner resides within a one hundred fifty (150) mile radius of San Francisco, CA, ground transportation may be provided in lieu of air transportation at Sponsor's sole discretion, and no compensation or substitution will be provided for difference in prize value. The Grand Prize winner will be required to present a major valid credit card at the time of check-in to cover incidentals and fees/services not include in the prize. Actual value of prize may vary based on time of stay, flights and other factors. No changes may be made by Grand Prize winner (or winner's guest) to prize details once any portion of arrangements has been made. Sponsor is not responsible for changes in schedule of any element of the prize. PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

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 and except as otherwise provided herein. An IRS Form 1099 will be issued in the name of the applicable winner for the actual value of the prize awarded. By participating, Eligible 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 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 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, any 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, non-authorized 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 nonsuspect 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, Eligible 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 <u>https://www.newyorkjets.com/faqs/privacy-policy</u>. 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 Eligible 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 Name: For the name of the winner, send a self-addressed, stamped envelope to be received by 11/22/24 to: Bottles in the Bay Sweepstakes Winner, c/o New York Jets LLC, 1 Jets Drive, Florham Park, NJ 07932.

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

NFL Disclaimer: The National Football League, their member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions, LLC, NFL International, LLC, NFL Players Association, NFL Players Incorporated, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, members, representatives, and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.