



New York Jets Foundation 50/50 Raffle
Official Rules

(Official Rules as of June 15, 2021)

Please read these Official Rules before entering the 50/50 Raffle (the "Raffle") at MetLife Stadium (the "Stadium"). By participating in the Raffle, each Participant (as defined herein) unconditionally accepts and agrees to comply with, and abide by, these Official Rules and the decisions of The New York Jets Foundation, Inc. (the "Jets Foundation"), a 501(c)(3) charitable organization, which shall be final and binding in all respects.

Further, each Participant represents that he or she meets all of the below-stated requirements:

1. **THE RAFFLE**. The Raffle at the Stadium is a raffle whereby tickets are sold throughout the Stadium, and the immediately surrounding areas, at designated New York Jets (the "Jets") home games (each a "Jets Game"), as the Jets Foundation shall determine in its sole discretion. During the fourth quarter of each applicable Jets Game, the winning Raffle ticket number will be announced via the Stadium's public address system and displayed on the Stadium's video board(s) and the Jets website. One lucky fan who purchased a Raffle ticket will receive one-half of the proceeds of the total prize value, less any related expenses from the Raffle ticket sales for that given Jets Game (the "Prize"). All, or a portion of, the remaining proceeds from the Raffle shall be donated to the Jets Foundation, or to another charitable organization as determined in the Jets Foundation's sole discretion, for use in accordance with its charitable activities.

2. **ELIGIBILITY**. An individual must be eighteen (18) years of age or older. No person who is visibly intoxicated may purchase a Raffle ticket or claim any Prize related to the purchase or possession of the winning Raffle ticket. Participants must have a valid taxpayer identification number.

Any individuals (including, but not limited to, employees, consultants, and independent contractors) or their immediate family members or household members who have, within the past six (6) months, performed services for the Jets Foundation, the Jets, the Stadium, the NFL Entities (as defined herein), or any organization responsible for sponsoring, fulfilling, administering, or promoting the Raffle, are not eligible to enter the Raffle. "Immediate family members" means parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months in the preceding one (1) calendar year.

3. **ENTRY**. You may enter the Raffle, if you meet the eligibility requirements, by agreeing to follow these Official Rules and purchasing Raffle tickets (thus becoming a "Participant") in one of the following amounts: Five (5) Raffle tickets for Ten Dollars (\$10.00), Twenty (20) Raffle tickets for Twenty Dollars (\$20.00), Eighty (80) Raffle tickets for Forty Dollars (\$40.00), or Two-Hundred Fifty (250) Raffle tickets for One Hundred Dollars (\$100.00). Purchase may be made from the Raffle staff located throughout and surrounding the Stadium. All Raffle ticket purchases must be made with a valid debit or credit card, no cash transactions will be accepted. Each ticket purchased will represent one entry. There is no limit to the

number of Raffle tickets an individual may purchase. All Raffle ticket sales are final. The Jets Foundation retains the right to change ticket offerings and price at any time without notice.

Each Raffle begins approximately three (3) hours prior to kickoff of the designated Jets Game and concludes at the end of the third quarter of such Jets Game (each a "Raffle Period"). All Raffle ticket purchases must be completed by the end of the applicable Raffle Period. All Raffle ticket purchases shall be final, and no refunds or replacements will be issued. Raffle tickets are only valid for the drawing held on the date of purchase. The Jets Foundation and any related entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed tickets regardless of cause or person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system or server or technical problem or traffic congestion on the Internet.

4. **DRAWING**. A Prize winner will be selected in a random drawing using software licensed to the Jets Foundation by Bump Worldwide, Inc. ("Bump"), a third-party licensed by the State of New Jersey's Legalized Games of Chance Control Commission. The Prize winner will be chosen from all eligible Raffle tickets purchased during each Raffle Period. The drawing will be held during the fourth quarter of the applicable Jets Game and will be conducted by the Jets Foundation whose decision is final and binding. The winning Raffle ticket number will be announced via the internet, the Stadium's public address system and displayed on the Stadium's video board(s).

The winning Raffle ticket numbers will be posted by the Jets Foundation on the web page of www.nyjets.com/5050raffle. You may obtain a list of the winning Raffle ticket numbers by sending a request (identifying the "50/50 Raffle Contest") to The New York Jets Foundation, Inc., 50/50 Raffle Contest, c/o New York Jets, 1 Jets Drive, Florham Park, NJ 07932.

5. **CLAIMING A PRIZE**. The winning Raffle ticket and a valid government issued identification are required to claim the Prize. The Jets Foundation is not responsible for lost or stolen tickets or tickets redeemed in error. To claim a Prize, the holder of the winning Raffle ticket ("Prize Claimant") must contact the Jets Foundation and present the winning Raffle ticket (a) in-person at the MetLife Central Stage any time prior to thirty (30) minutes after the conclusion of the applicable Jets Game; or (b) by appointment only at the Jets Foundation office located at 1 Jets Drive, Florham Park, NJ 07932, during normal business hours within three hundred sixty-five (365) days of the applicable drawing.

Once claimed, the prize will be paid to the Prize Claimant by check or wire transfer within thirty (30) days of verification that the Prize Claimant is the winner of the Raffle. Each Prize Claimant must provide the Jets Foundation with all information required to claim a prize, including tax identification information, e.g., W9 and W-2G. The Prize Claimant will be required to execute a Prize-Acceptance Affidavit and Release ("Affidavit") prior to receipt of the Prize.

If Prize Claimant is ruled ineligible for any reason or if no Prize Claimant with the winning Raffle ticket claims the prize and has not signed all reasonably necessary documentation within three hundred sixty-five (365) days from the date of the applicable drawing was performed (the "Prize Claim Expiry Date"), the prize shall be deemed forfeited and shall be retained, in its entirety, by the Jets Foundation for its own authorized use.

6. **ODDS**. Odds of winning will depend upon the total number of Raffle tickets purchased in each Raffle Period.

7. **TAXES**. Each Participant acknowledges that he or she has been informed that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts

and, therefore, the price of a Raffle ticket does not qualify as a deductible charitable contribution. The Prize Claimant is responsible for any and all federal, state, and local taxes, fees, and other government assessments on the awarded Prize. Further, each Prize winner acknowledges that federal law requires that a tax withholding on certain prize values must be collected from winners upon award or distribution of the Prize. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each Prize is claimed will be followed.

8. **TRANSFER OF RAFFLE TICKET OR PRIZE.** Persons who purchase a Raffle ticket may opt to give away their Raffle ticket to other eligible persons, but in doing so the purchaser waives any claim he/she might otherwise have to the Prize. Purchasers of any Raffle tickets may not re-sell their Raffle tickets to other parties and may not give a Raffle ticket away to another person for the purpose of allowing that person to re-sell such Raffle ticket. Any Raffle ticket which has been resold in violation of these Official Rules shall be void. All individuals who re-sell, purchase, or receive a Raffle ticket in violation of these Official Rules shall be ineligible to participate in the Raffle or to win the Prize. A winner may transfer his/her Prize to a third party provided that the following conditions are met: (a) the transferee would have otherwise been eligible to enter the Raffle; (b) the transferee shall be responsible for all taxes and costs described in these Official Rules; and (c) the transferee shall be bound by all terms and conditions of these Official Rules that are applicable to the winner.

9. **PARTICIPANT'S GRANT OF LICENSE.** By participating in the Raffle or accepting a Prize, each Participant hereby irrevocably and perpetually grants to the Jets Foundation, and its designees (including the Jets) a worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display any images or likenesses taken or captured of the Participant in connection with his or her participating in the Raffle or receiving the Prize (collectively, the "Images"), in any form, media or content which now or hereafter exists, for advertising, promotional or any other commercial purposes as well as non-commercial purposes. This includes full permission, except where legally prohibited, to use such winner's name, address (city and state only), photograph, voice and/or other likeness, and prize information. Each Participant waives any compensation for any use of such Images, and the Images can be used without notice, review or approval in all media now known or hereafter devised, worldwide and in perpetuity. Each Participant hereby releases and waives any claims, demands, damages, losses, liabilities and causes of action arising from the Jets Foundation's, or its designee's (including the Jets), uses of the Images, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Participant's name or likeness.

10. **RELEASE OF LIABILITY AND INDEMNITY.** By participating in the Raffle, the Participant, on Participant's behalf, and on behalf of the Participant's immediate family members, assigns, guardians, administrators, executors, and legal representatives hereby releases, waives, discharges, covenants not to sue, and indemnifies the Jets Foundation, the Jets, Bump, the Stadium, the NFL Entities (as defined herein), , and each of their past, present or future predecessors, successors, assigns, parent companies, subsidiaries, affiliates, related entities and persons, owners, shareholders, members, partners, trustees, elected officials, directors, managers, employees, servants, principals, agents, consultants, contractors, representatives, and insurers from any claim or loss arising out of or related to the Participant's participation in the Raffle, acceptance of the Prize, or any exercise by the Jets Foundation of any of its rights set forth herein or the Official Rules, including, but not limited to, any claims related to (a) any injury to the Participant (including death) or the Participant's property that occurs in connection with participation in the Raffle, receiving the Prize or any related activities, (b) any failure to report and pay any income taxes arising from acceptance of the Prize, and (c) the Participant's acts or the acts of any other party with respect to the Participant's receipt of the Prize, or participation in the Raffle, regardless

of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder.

Further, the Jets Foundation and the Jets are not responsible for printing errors in any Raffle related material or any misdirected, incomplete, lost, late or illegible tickets or other errors or problems that may limit the Participant's ability to participate in or win the Raffle. In addition, the Jets Foundation and the Jets are not responsible for any other error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of tickets, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, including in connection with the administration of the Raffle and the announcement of any winner. A Raffle ticket will be void and no Prize will be awarded to the ticketholder if there is proof that the ticket was stolen, unissued, ineligible, altered, counterfeit in whole or in part, defective, printed in duplicate or printed/production in error.

THE NFL ENTITIES (AS DEFINED HEREIN) WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE RAFFLE OR ANY BENEFITS AWARDED. THE NFL ENTITIES HAVE NOT OFFERED OR SPONSORED THIS RAFFLE IN ANY WAY. "NFL ENTITIES" SHALL MEAN COLLECTIVELY, NFL VENTURES, L.P., NFL VENTURES, INC., NFL PRODUCTIONS LLC, NFL ENTERPRISES LLC, NFL PROPERTIES LLC, NFL INTERNATIONAL LLC, ALL OF THE NFL MEMBER CLUBS, ANY SUCCESSOR OR FUTURE ENTITY THAT IS, DIRECTLY OR INDIRECTLY, JOINTLY OWNED AND/OR CONTROLLED BY ALL OR SUBSTANTIALLY ALL OF THE NFL MEMBER CLUBS, OR OWNS ASSETS THAT PRODUCE REVENUES THAT ARE REQUIRED TO BE SHARED WITH OTHER NFL MEMBER CLUBS UNDER THE NFL CONSTITUTION (INCLUDING ANY SUCH ENTITY CONTROLLED BY THE NFL MEMBER CLUBS AND THE CLUB COLLECTIVELY) AND EACH AND ALL OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS.

11. DISPUTES AND GOVERNING LAW.

a. The Raffle shall be governed by the laws of the State of New Jersey without giving effect to any choice of law or conflict of law rule of any jurisdiction. The Raffle is void outside the United States and where prohibited by law. Jets Foundation and Participant agree that any dispute, claim, or controversy arising from or relating to the Raffle that has not been already released ("Non-released Claims") shall be resolved by binding arbitration conducted in the State of New Jersey. The parties understand that a judgment on any arbitral award may be entered in any court having jurisdiction. No arbitration under this agreement shall be consolidated with any other arbitration. In agreeing to submit all Non-released Claims for resolution by arbitration, the Participant acknowledges that such agreement is given in exchange for rights or benefits to which the Participant is not otherwise entitled – namely, being provided with the opportunity to participate in the Raffle and the more expeditious and confidential resolution of any Non-released Claims.

b. Each Participant agrees that all Non-released Claims must be pursued on an individual basis only. By participating in the Raffle, and thereby agreeing to and accepting these terms and conditions, each Participant waives any right to commence, or be a party to, any class or collective actions asserting claims or to bring jointly with any other person asserting any claim against the Jets Foundation, the Jets, the Stadium, the NFL Entities, or any of their respective owners, members, employees, agents, affiliates, directors, trustees, agents or other representatives. Nothing in this paragraph is intended or may be construed as a limitation of any Participant's right to assert, on the Participant's own individual behalf,

any Non-released Claims pursuant to the arbitration provisions described above. In the event that arbitration is not considered an equitable device for relief, Participants and the Jets Foundation each hereby waive, to the fullest extent permitted by law, any right to a trial by jury in respect of any suit, action, or proceeding directly or indirectly arising out of, under or in connection with this Agreement.

12. **DISQUALIFICATION; CHANGES.** The Jets Foundation reserves the right in its sole discretion to disqualify any individual who tampers or attempts to tamper with the ticketing process or the operation of the Raffle, re-sells his or her Raffle ticket, violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. The Jets Foundation reserves the right to, at its sole discretion, cancel, suspend or modify the Raffle or these Official Rules or disqualify any individual or ticket for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. The Jets Foundation reserves the right to terminate, modify or suspend the affected portion of the Raffle and to select winners from entries received prior to such an action. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION THESE OFFICIAL RULES AND OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE JETS FOUNDATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**