

**THE NEW YORK JETS & BUTTERFINGER
HOME SUITE HOME SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SWEEPSTAKES ENTRY PERIOD: The New York Jets & Butterfinger Home Suite Home Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on 11/8/21 and ends at 11:59:59 PM Eastern Time ("ET") on 12/13/21 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to legal residents of New York, New Jersey and Connecticut who are 21 years of age or older at the time of entry. Void outside the aforementioned states and wherever else prohibited by law. Employees, officers, directors, agents and representatives of New York Jets LLC ("Sponsor"), Ferrero International S.A. ("Presenter"), the National Football League, its member professional football clubs, NFL Ventures, L.P., 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. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: There are two (2) ways to enter.

Method #1: Purchase Entry.

1. Step One: During the Sweepstakes Period, purchase any Butterfinger® product (the "Qualifying Product").
2. Step Two: Collect your original, itemized, store-identified purchase receipt dated between 11/8/21 and 12/13/21 and underline, circle or otherwise highlight the Qualifying Product on the receipt (the "Receipt"). Keep your Receipt. Sponsor reserves the right to require a participant to provide original Receipt for verification purposes upon request.
3. Step Three: Take a photo of the Receipt (the "Receipt Photo"). The Receipt Photo must clearly show store where purchased, purchase date and the

Qualifying Product purchased. Receipt Photo must be in .jpg or .png format and should be no larger than 5 megabytes (5MB).

4. **Step Four:** Submit your Sweepstakes Entry online by visiting nyjets.com/butterfinger (the "Sweepstakes Website"), complete the entry form and follow the instructions to upload the Receipt Photo and submit to receive one (1) entry into the Sweepstakes (each a "Purchase Entry"). **Enter as often as you wish, but each Receipt submitted must be unique and there is a limit of one (1) Purchase Entry per unique Receipt, regardless of the number of Qualifying Products indicated on the Receipt.** Attempts to gain a Purchase Entry by submitting a Receipt that has already been submitted to the Sweepstakes will be disqualified. Only valid Receipts and Receipt Photos will be accepted and are subject to verification and will not be returned.

Method #2: Free, Alternate Method of Entry ("Mail-In Entry"): To enter without purchase, clearly hand print your name, complete mailing address, telephone number, and email address on a plain 3" x 5" piece of paper and mail it in a sealed, stamped and hand printed #10 envelope to: NYJ & Butterfinger Sweepstakes, 1 Jets Drive, Florham Park, NJ 07932. **Each Mail-In Entry must be mailed separately and must be postmarked by 12/14/21 and received by 12/20/21.** Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

Purchase Entry and Mail-In Entry collectively referred to herein as "Entry" or "Entries". All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned.

WINNER SELECTION/ODDS: Potential winner will be randomly selected on or about 12/21/21 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. 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, email and/or regular mail.

ONE (1) GRAND PRIZE: Grand Prize winner will receive eighteen (18) suite tickets to the Tampa Bay Buccaneers vs. New York Jets regular season home football game on January 2, 2022 with six (6) parking passes, a meet-and-greet with a New York Jets legend and one (1) case of Butterfinger 1.9oz. single bars. Approximate Retail Value ("ARV"): \$4,128. **Winner and his/her respective guests will be responsible for any/all food and beverage and**

transportation to/from the game. All prize details, including, but not limited to, exact New York Jets legend, duration of meet-and-greet, game date and seat/parking location, are at Sponsor's sole discretion. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Tickets and/or passes are subject to terms and conditions specified thereon. Winner and his/her respective guests 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 designated game. Failure to do so may result in forfeiture of such portion of the prize and removal from game. Winner and his/her respective guests 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 his/her prize. Unused tickets and/or passes cannot be refunded, exchanged or applied towards tickets and/or passes for any subsequent event. Other than the details of the prize outlined above, Released Parties have no additional obligations or commitments to the prize winner or his/her guests in connection with this Promotion. All costs and expenses associated with the acceptance and use of the prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, any/all transportation to/from the designated game, additional parking passes or fees, meals, beverages, souvenirs and gratuities are at 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 a 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 Publicity Release within seven (7) days of date of issuance of notification. Non-compliance with the foregoing, with these Official Rules or return of prize notification as non-deliverable may result in disqualification and, at Sponsor's discretion and time permitting, awarding of prize to an alternate winner. Entrants agree, by entering, that 1) Sponsor and its designees may use (unless prohibited by law), entrant's name, city and state of residence, 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/criminal check and entry in the Sweepstakes constitutes entrant's permission for Sponsor to conduct such background/criminal 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 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 Promotion 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 Promotion 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 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.

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.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address, email and other information to third parties, including Sweepstakes Administrator and Presenter, for the purpose of marketing communication, administering this Sweepstakes, and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.newyorkjets.com/faqs/privacy->

[policy](#), as well as the Presenter's Privacy Policy, which can be found at <https://www.ferrero.com/Ferrero-Privacy-Policy>.

WINNER'S NAME: For the name of the winner (available after 1/21/22), send a self-addressed, stamped envelope to be received by 2/28/22 to: NYJ & Butterfinger Sweepstakes Winner, 1 Jets Drive, Florham Park, NJ 07932.

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