DETROIT LIONS HOME GAME SWEEPSTAKES

NO PURCHASE OR PAYMENT OF ANY KIND REQUIRED TO WIN

1. Eligibility: Detroit Lions Home Game Sweepstakes (the "Promotion") is open only to United States residents who are eighteen (18) years of age or older (except in the case of certain residents of states in which the legal age of majority is twenty-one (21), such legal age of majority) at the time of entry and who have downloaded the free Detroit Lions Mobile application ("the App") on his/her mobile device. Employees, officers, partners, and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Sponsor (defined below), its affiliated companies and subsidiaries and advertising and promotion agencies are not eligible to participate or win the Prize (defined below). Each eligible person who submits an entry is referred to herein as an "Entrant". The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion is a sweepstakes (the "Sweepstakes").

2. Sponsor: The "Sponsor" is The Detroit Lions, Inc., 222 Republic Drive, Allen Park, MI 48101.

3. Timing: The Promotion begins on September 22, 2018 at midnight Eastern Time ("ET"), ends on December 23, 2018 at 11:59 p.m. ET (the "Promotion Period"). During the Promotion Period, there will be seven home game (7) drawings; one after each Detroit Lions 2018 season home game during the Promotion Period (each a "Home Game Drawing") and one (1) grand prize drawing ("Grand Prize Drawing") (collectively the "Drawings").

4. How to Enter:

Home Game Drawings: There are two methods of entry for each Home Game Drawing, each unlimited:

<u>Spend Entries</u>. During the Promotional Period, for each purchase of food, beverages or merchandise made at a Ford Field concession or retail location in which a Lions Perks member ("Member") scans his/her Lions Perks card from the Detroit Lions Mobile App, the Member will receive one bonus entry into the Sweepstakes ("Spend Entries") for each whole dollar spent during the Promotional Period. If a Member's total Spend Entries are not a whole number, the total will be rounded down to the next whole number. Purchases may be made at a Detroit Lions game or during Ford Field's regular concession and retail store business hours on non-gamedays. Purchases of food and beverages catered to suites or private events, game tickets, parking, and 50/50 raffle tickets are not eligible for Bonus Entries.

<u>Mail Entries</u>. Alternatively, you may mail a 3x5 postcard in an envelope with Entrant's name, address, email address, and telephone number to The Detroit Lions, Inc., 2000 Brush St., Ste. 200, Detroit, MI 48226 Attention: Detroit Lions Home Game Sweepstakes (each, a "Mailed Entry"). Each 3x5 envelope received will constitute one entry. If more than one 3x5 cards are included in an envelope, only the first shall qualify. All Mailed Entries must be received by 5 p.m. ET the Friday before the Detroit Lions home game in which the Home Game Drawing will take place. Mailed Entries received after Friday at 5 p.m. ET will be automatically entered into the next Home Game Drawing. The final cut-off date for Mailed Entries is Friday at 5 p.m. ET prior to the last Home Game Drawing (December 21, 2018).

Grand Prize Drawing: All Spend Entries and Mailed Entries received during the Promotional Period will automatically be entered into the Grand Prize Drawing. There is no separate method of entry for the Grand Prize Drawing.

5. Prize: Sweepstakes Prizes:

Home Game Drawing Prizes: SEVEN (7) separate prizes consisting of ONE (1) of the following: ONE (1) \$500 Kroger gift card; FIVE (5) \$100 Kroger gift cards; and ONE (1) autographed piece of Lions merchandise to be chosen by Sponsor (each a "Home Game Prize"). Home Game Prizes will be awarded from the above in the order drawn.

Grand Prize: ONE (1) winner will receive ONE (1) \$1,000 Kroger gift card and ONE (1) autographed piece of Lions merchandise to be chosen by Sponsor ("Grand Prize").

A Home Game Prize and Grand Prize shall be individually referred to as a "Prize" and collectively be referred to as "Prizes." Odds of winning Prizes will depend on the number of eligible entries received during each Home Game Drawing period and during the Promotional Period. Limit of one prize per winner per drawing date. No cash equivalent may be elected and the Prizes are non-transferable. Prizes may not be substituted for any other prize, except that Sponsor reserves the right to substitute a Prize for one of equal or greater value if the Prize should become unavailable for any reason. Winners are solely responsible for all federal, state, and local taxes and fees associated with Prize receipt and/or use. Winner, if an individual, must provide Form W-9 and provide social security number for issuance of Form 1099-MISC. If the winner is not an individual, the Prize will be awarded in the name of the entity that is the name of record linked to the App account according to Sponsor's records.

6. Verification of Potential Winners:

Home Game Drawing: Within seventy-two hours (72) of the end of a home game, seven (7) Home Game Prize winners will be selected at random from all Spend Entries and Mailed Entries received for that Home Game Drawing, such that each and every entry shall have the same odds of winning.

Grand Prize Drawing: On January 7, 2019 at 3:00 p.m. ET, a Grand Prize winner will be selected at random from all Spend Entries and Mailed Entries received during the Promotional Period, such that each and every entry shall have the same odds of winning.

All potential Prize winners are subject to verification before a Prize will be awarded and receiving the Prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be promptly notified by the email or phone number provided upon entry or as listed in the Lions Perks account. Sponsor is not responsible for changes in either. Where allowed by law, the Prize winners will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by the Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim the Prize. If a potential winner of the Prize cannot be contacted, fails to respond to the notification or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable) the potential winner forfeits the Prize. In the event that a potential winner of the Prize is disqualified for any reason, Sponsor will award the Prize to an alternate winner by random drawing from among all remaining eligible entries until all Prizes are awarded.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND STATUS AS THE WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF ENTRY OR WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE PROMOTION PERIOD HAS ENDED OR AFTER A COMPUTER SYSTEM HAS FAILED FOR ANY REASON IS DISQUALIFIED.

Prizes may not be redeemed for the purchase of alcoholic beverages.

7. Release: By receipt of a Prize, winner agrees to release and hold harmless Sponsor, the National Football League, Kroger, Inc. and their subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against (i) any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt of the Prize, and (ii) all federal, state and local income or similar taxes imposed on the winner.

8. Publicity: Except where prohibited, participation in the Promotion constitutes the winning Entrant's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified, and is not responsible for lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software (including the App) malfunctions or damage to an Entrant's (defined below) computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise or any incomplete or inaccurate information resulting from same. Proof of submission of entry will not be deemed proof of receipt by Sponsor. The Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend

the Sweepstakes and/or modify the Sweepstakes (or any part of it), if (i) the Sweepstakes is not capable of running as planned for any reason, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, all as determined by Sponsor in its sole discretion, or (ii) the Sweepstakes is determined not to be a promotional activity with the meaning of Michigan Compiled Laws Section 750.372(2).

Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any Prize. If for any reason an entrant's sole remedy is another Sweepstakes entry. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Wayne County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information collected from Entrants is subject to the Sponsor's Privacy Policy which can be found here: <u>http://www.detroitlions.com</u>

13. Winner List: For a winner list, or to verify the number of Spend Entries submitted with respect to your App account, please call (313) 262-2000 between January 15, 2019 and April 15, 2019 and reference the <u>Detroit Lions Home Game</u> <u>Sweepstakes</u>.