

## Official Rules

### **NO PURCHASE REQUIRED TO ENTER OR WIN**

**1. Eligibility:** The 2022 New Era – Cap Faceoff is open only to legal residents of the fifty (50) United States who are 18 years of age or older at the time of entry. Employees of The Green Bay Packers, the NFL and any of their respective parent companies, subsidiaries, affiliates, agents and agencies that are involved in this Sweepstakes, and the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

**2. Administrator:** The Sweepstakes is Administered by the Green Bay Packers; 1265 Lombardi Avenue, Green Bay, WI.

**3. Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Administrator, which are final and binding in all matters related to the Sweepstakes.

**4. Promotion Period:** The Sweepstakes begins at 12:01 a.m. Central Time on December 27<sup>th</sup>, 2022, and ends at 11:59 p.m. Central Time, January 10<sup>th</sup>, 2023 (the "Promotion Period"). Administrator's computer is the official timekeeping device for this Sweepstakes.

**5. How to Enter:** During the Promotion Period, visit [www.packers.com/fans/promotions](http://www.packers.com/fans/promotions) and sign up for the sweepstakes by following the links and instructions to complete the registration. Complete and submit the registration. You then will receive 1 entry into the Sweepstakes. P.O. Boxes are not permitted. Limit: 1 Sweepstakes entry per day per duration of the Sweepstakes. Any attempt by any participant to obtain more than one entry by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that participant's entries and that participant may be disqualified from the Sweepstakes. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant and may void the sweepstakes. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner(s) may be required to show proof of being the authorized account holder.

**6. Drawing:** The Administrator will randomly select the winner and this decision is final and binding. On or about January 11<sup>th</sup>, 2023, Administrator will select the Grand Prize winner in a random drawing of all eligible entries received during the Promotion Period for the prizes. The potential winner will be notified by phone or email. The odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

**7. Requirements of Potential Winner:** Potential winner must continue to comply with the Official Rules; and winning is contingent upon fulfilling all requirements. The potential Grand Prize winner (or parent/legal guardian if winner(s) is/are a minor in his/her state of residence) (each) will be required to sign and return to Administrator, by January 18<sup>th</sup>, 2023: an Affidavit of Eligibility, Liability and Publicity

Release (except where prohibited) in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If the potential Grand Prize winner fails to do so, he/she may be disqualified and forfeit the prize. In the event that a potential winner is disqualified for this and/or any other reason, if time permits, Administrator will select an alternate potential winner in a random drawing from among all remaining eligible entries, up to 3 alternates. If the alternate potential winners are disqualified, the prize will not be awarded.

**8. Prize:**

Five (5) Grand Prize Winners will receive one (1) New Era hat of their choice. (ARV for the Knit Trapper Hat: \$39.99; ARV for the Chilled Knit Hat: \$31.99). No cash difference will be provided. Administrator reserves the right to substitute any prize for one of equal or greater value. The prize winner is responsible for all taxes and fees associated with prize receipt and/or use. Winner is responsible for any and all local, state and/or federal taxes, as well as any other costs and expenses not specified herein, including, without limitation, ground transportation, meals, beverages, activities, purchases, incidentals, telephone calls or other personal expenses, extra hotel fees, or other hotel charges incurred. Prize may not be used in conjunction with any other discount or promotion. Other restrictions, conditions and limitations may apply. Due to current events, prize shipment may be delayed.

**9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Administrator and its designees to use entrant's name, likeness and state of residence for promotional purposes in any media without further consideration.

**10. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Administrator may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Sweepstakes and award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. The Administrator reserves the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. The Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Not responsible for lost, late, delayed, incomplete, entries not received by the entry deadline, interrupted or unavailable network, server or other connections, miscommunications, failed telephone, computer hardware or software, and other technical errors or failures of any kind, including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Promotion; unauthorized human intervention; failed, incomplete, garbled, jumbled or delayed computer transmissions or other errors of any kind, whether human, mechanical or electronic, that may limit a user's ability to participate in the Promotion, including without limitation, the incorrect or inaccurate capture of entry information online regardless of cause. Any use of robotic, automatic, programmed or like entry methods will void all entries affected by such methods and be deemed tampering. Administrator reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

Internet caution: any attempt by an individual to deliberately damage any web site or undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, Administrator reserves the right to seek damages from any such individual to the fullest extent of the law. Administrator reserves the right to cancel or modify the Promotion if fraud, misconduct or technical failures destroy the integrity of the Promotion or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the program as determined by the Administrator in their sole discretion.

In the event of termination of the promotion, a notice will be posted online and the random drawing will be conducted from among all eligible entries received prior to the time of termination. In the event a dispute arises regarding specific individual entitled to receive prize, entry will be declared made by the "authorized e-mail account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Participant may be requested to provide Administrator with proof that the participant is the authorized e-mail account holder of the e-mail address associated with the account/submission. Proof of submitting entries will not be deemed to be proof of receipt by Administrator. No substitution, cash redemption or transfer of prize by winner permitted. All federal, state and local taxes are the sole responsibility of winner. All federal, state and local laws and regulations apply. Return of any prize/prize notification as undeliverable may result in disqualification and an alternate winner may be selected, timer permitting.

Acceptance of prize constitutes permission to the Administrator and its partners to use winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. By accepting prize, winner agrees to release and hold Administrator, the NFL Entities (as defined below), Sirius XM Radio Inc., the promotional partners and each of their respective directors, officers, employees and assigns, harmless against any and all claims, damages, losses, expenses and liability arising out of use/acceptance of prize. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of the Administrator. Administrator and its promotional partners are not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the promotion.

**11. Release and Limitations of Liability:** Except where prohibited, by participating in the Sweepstakes, entrants agree to release and hold harmless the NFL Entities (as defined below), the Green Bay Packers, Sirius XM Radio Inc. Ticketmaster, Polaris, North Dakota Tourism, and their respective shareholders, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; (e) late, lost, or undeliverable mail; or (f) 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 Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry;

provided that if it is not possible to award another entry for any reason, Administrator, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. 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 the stated number of prizes as set forth herein to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court, Green Bay division, or Brown County Circuit Court of Green Bay Wisconsin; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

**13. Sweepstakes Results:** Winning results will be posted on [www.packers.com](http://www.packers.com). The National Football League, its member professional football clubs (except the Green Bay Packers), NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and Sirius XM Radio, Inc. will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded. Neither the NFL Entities or Sirius XM Radio, Inc. have offered or sponsored this sweepstakes in any way.