

Touchdown Dance Contest

Abbreviated Rules:

Contest is open to legal residents of the U.S. who are 18 years of age or older to enter. Contest begins on 9/2/21 and ends 9/19/21. Void where prohibited. Visit www.panthers.com for Official Rules.

1. **Contest Period.** Contest begins on September 2, 2021 and ends on September 19, 2021.

2. **Eligibility.** The Contest is open to legal permanent residents of North Carolina and South Carolina, who, prior to the date of entry are eighteen (18) years of age or older.

Employees, officers, directors, agents and representatives Panthers Football, LLC dba Carolina Panthers (hereafter, "Sponsor"), the National Football League, its member professional football clubs, NFL Ventures, L.P., OrthoCarolina, and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising & promotion agencies(hereafter collectively, "Released Parties"), and their 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.

Void outside of North Carolina, South Carolina, and where prohibited by law. All applicable federal, state & local laws apply.

3. **How to Enter.** To enter the contest, visit one of the seven (7) locations listed below and locate a special touchdown contest stencil. While at one of the seven (7) locations, perform and record your unique "touchdown" dance (one (1) minute or less). Once recorded, log into your Twitter, Facebook or Instagram ("Social Media Platform") profile and post your recording to your Social Media Platform feed using the hashtag #TDContest and tagging @OrthoCarolina in the post (each an "Entry"). All Entries by entrants must comply with the applicable Social Media Platform's Terms of Service/Use. This Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter, Facebook or Instagram.

The touchdown contest stencils can be located at one of the following seven (7) locations:

Number	Touchdown Contest Stencil Location	City, State
1	Corner of South Graham St and South Mint Street	Charlotte, NC
2	South Mint Street Bridge Underpass	Charlotte, NC
3	Corner of South Mint Street and West Dunbar Street	Charlotte, NC
4	West Morehead Street between South Mint Street and Eldridge Street	Charlotte, NC
5	South Cedar Street between West 1 st Street and Greenleaf Ave	Charlotte, NC
6	Corner of South Graham Street and Old West 3 rd Street	Charlotte, NC
7	Corner of South Church Street and West 1 st Street	Charlotte, NC

Entrant may not enter more than once using multiple email addresses, identities, or devices in an attempt to circumvent the rules.

4. **Contest Requirements.** All Entries must comply with these Official Rules and the entry instructions in order to be eligible. In the event the Sponsor, in its sole discretion, determines that

Entry contains content that does not comply with these Official Rules Sponsor reserves the right to disqualify and remove the Entry or, if Sponsor determines, edit the content of the Entry.

Entrants must not include any of the following content (the "Content Restrictions") in any Entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages or reflects negatively on the Released Parties or their owners and employees; (g) tobacco, alcohol or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the entry is created. Any Entry that does not comply with the foregoing, in the sole and absolute discretion of Sponsor, will be disqualified.

5. Transfer of Rights. By submitting an Entry, entrant hereby irrevocably grants the Sponsor the non-exclusive, non-transferable, royalty-free, perpetual, worldwide rights to use, reproduce, publish, edit, market, store, adapt, assign, sell, dispose of, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Entry or excerpts of the Entry (as such may be edited and modified by the Sponsor in its discretion) in perpetuity, for editorial, commercial, promotional and all other purposes (including posting on Sponsor-affiliated websites and/or other Sponsor-selected media).

6. Judging. All eligible Entries will be judged by a panel of judges based on the following criteria:

- a. **Creativity (70%):** How creative was your touchdown dance?
- b. **Passion (30%):** How passionate are you for the Carolina Panthers?

The entrant with the highest overall score from all eligible Entries will be deemed the prize winner. In the case of a tie, the entrant with the highest score in the creativity category will be deemed the prize winner.

7. Prizes. One (1) prize winner will receive four (4) tickets to one (1) 2021 Season Carolina Panthers home game of winner's choosing (subject to availability). Location of tickets to be determined solely by Carolina Panthers

Limit one (1) prize per winner. Prizes are not transferable. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor. Taxes related to the prizes are the sole responsibility of the Winner. Prize winner will be issued an Internal Revenue Service Form 1099 with respect to the prize amount; all taxes with respect to such prizes are the sole responsibility of each winner.

8. General Rules. Potential prize winners will be contacted via direct message on the Social Media Platform the Entry was submitted on or about September 20, 2021 and may be required to complete and return via email/mail, an Affidavit of Eligibility, liability/publicity release, where permitted

by law and assignment of rights within three (3) days of notification attempt or prize will be forfeited. If potential winner prize notification is returned undeliverable or if potential prize winner rejects or fails to return prize notification within the required period, an alternative potential winner will be determined and contacted. If a potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate potential winner will be determined and contacted (in accordance with these Official Rules). In the event of a dispute as to the identity of any entrant, such entrant will be deemed, to be the "authorized account holder" of the e-mail address associated with the social media platform handle provided he/she is eligible according to these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider or other organization (e.g., a business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. By participating, entrants agree to these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. Winners agree to release and hold harmless the Released Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with creation of or submitting an Entry or otherwise participating in or preparing for any aspect of the Contest, the receipt, ownership, possession and/or use or misuse of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes or for any claims or causes of action based on publicity rights, defamation or invasion of privacy. Acceptance of prize constitutes permission to the Released Parties to use winning Entries, names, aliases, likenesses, performance, any interviews, and any performance, for promotional purposes and in any/ all media; press releases, social media, websites and any promotional or collateral materials without further compensation, notice, review or approval, except where prohibited by law. Released Parties are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Contest or by any human error which may occur in the processing of the Entries in the Contest or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Contest. Released Parties not responsible for typographical or other error in printing of or otherwise promoting the offer or administration of the Contest or announcement of the prizes. If there are any discrepancies between printed or other promotional materials and the Official Rules, these Official rules will govern and control. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Contest or Website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest 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. Sponsor reserves the right to cancel or modify the Contest for any reason, including (but not limited to) if, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. If such cancellation occurs, Sponsor reserves the right to determine

the winners from among all eligible Entries submitted prior to cancellation, based on the same criteria listed above.

9. Disputes. ENTRANTS AGREE THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZES AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE STATE OR FEDERAL COURT LOCATED IN MECKLENBURG COUNTY, NORTH CAROLINA, USA; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVES ALL RIGHTS TO CLAIM, 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. ENTRANTS HEREBY WAIVES HIS/HER RIGHT TO CONTEST JURISDICTION FOR ANY SUCH DISPUTE OR CLAIM.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Mecklenburg County, North Carolina, USA.

10. Performance. If, for any reason, the Sponsor is unable to perform or complete the Contest as planned, or the integrity or feasibility of the Contest is severely undermined by any event or condition beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserve the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of the winner in a manner it deems fair and reasonable, including the selection of winner from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. Without limiting the foregoing, everything regarding this Contest, including the Prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

11. Data Collection. Any personally identifiable information collected during participation in this Contest will be collected by Sponsor and used by it and its agents for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules, for any additional opt-in information you agreed to upon participation, and in accordance with Sponsor's Privacy Policy, posted at www.panthers.com/about-us/privacy-policy and as allowed by law.

12. **Winners List.** For the names of the winners (available after October 31, 2021), send a self-addressed, stamped envelope to be received by 12/31/21 to: Touchdown Dance Contest Winners, C/O Carolina Panthers, 800 South Mint Street, Charlotte, NC 28202.

13. **Sponsor/Administrator.** Panthers Football, LLC dba Carolina Panthers, 800 South Mint Street, Charlotte, NC.