## Freshly Homegating Sweepstakes Official Rules

## NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING WILL NOT INCREASE YOUR CHANCES OF WINNING.

Void where prohibited or restricted by law, rule or regulation. This Sweepstakes is subject to all applicable federal, state, local laws, rules and regulations.

- 1) Eligibility: This Freshly Homegating Sweepstakes (the "Sweepstakes") is open to legal residents of Maryland, Pennsylvania, Virginia, Delaware and the District of Columbia who are 18 years of age or older at the time of entry. Employees, officers and directors of the Baltimore Ravens Limited Partnership (the "Club"), Freshly Inc. ("Sponsor") and each of their respective parents, subsidiaries and affiliated companies, representatives, directors, officers, agents, divisions, dealers, affiliates, distributors, advertising and promotional agencies, employees and assigns, advertising, promotion and administrative agencies; and anyone else connected with the production and distribution of this Sweepstakes and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related to any of the above-named entities, are not eligible to participate or win. Only an individual meeting all eligibility requirements set forth in these Official Rules may participate in the Sweepstakes or win a prize. In the event of any conflict or inconsistency with any other advertising, promotional or other materials, these Official Rules shall govern. The Club reserves the right to verify the eligibility of winner before awarding any prize.
- **2) Promotion Period:** Sweepstakes begins on August 1, 2022 at 12:01 a.m. Eastern Time ("ET") and ends on November 21, 2022 (hereinafter, "Promotion Period"). The Club's computer is the official time keeping device for this Sweepstakes.
- **3) To Participate:** There are two ways to enter the Sweepstakes:
  - **a.** Visit https://www.baltimoreravens.com/fans/contests/freshly/ (the "Contest Page") during the Promotion Period and follow the instructions to submit the registration form for entry. Each entrant will be asked to submit an official entry form, which may include, among other things, his/her full name, zip code, email address and related registration information as prompted (each, a "Submission"). Entrant must complete and submit the entry form with all required information to be eligible.
  - **b.** Send the required information (full name, zip code and email address) via U.S. Mail to Freshly Homegating Sweepstakes, Baltimore Ravens Limited Partnership, 1 Winning Drive, Owings Mills, MD 21117. Entrant all required information to be eligible.

Limit of one (1) entry per person throughout the Promotion Period. Additional entries received from the same natural person in excess of the stated limitation will be void. All entries become the exclusive property of the Club and will not be acknowledged or returned. The use of script, macro or automated devices (or any other devices intended to automate or subvert any aspect of entry) to enter the Sweepstakes is prohibited and any entry through such means and any entry that is deemed to be ineligible (at Club's sole discretion and in accordance with these Official Rules) are void. In the event of a dispute as to the identity of an entrant based on the email address submitted, the entry will be deemed to be submitted by the person named on the applicable entry (regardless of whether that is the name of the authorized account holder of the email address from which said entry form was submitted), provided such individual is eligible according to these Official Rules.

The Club and Sponsor are not responsible for late, lost, stolen, incomplete, misdirected, delayed, garbled, damaged, illegible, inaccurate, postage due or undelivered entries or mail, or for telephonic, human or computer failures, problems or errors, interruptions in service due to system upgrades, repairs, modifications or other causes, failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with the Sweepstakes, including,

without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, mail, or the announcement of the prize; or for any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes, or for printing, typographical, human or other errors appearing in these Official Rules or other Sweepstakes-related materials. Club reserves the right, in its sole discretion, to void any entries of entrants whom Club believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes or is in violation of these Official Rules.

- Winning Events: The Sweepstakes will consist of at one randomized drawing ("Grand Prize Drawing") on or about December 1, 2022 from among all eligible entries received during the Promotion Period. Entries must be received before the end of the Promotion Period to be eligible for the Grand Prize Drawing. Odds of winning a prize will depend upon the total number of eligible entries received. The potential grand prize winner (the "Grand Prize Winner") will be notified by email or telephone, and may be required to complete, sign and return an Affidavit of Eligibility and Publicity/Liability Release prior to the receipt of the prize, or the prize may be forfeited and awarded to an alternate winner. If the potential winner cannot be contacted; is ineligible according to these Official Rules; fails to return the required documents within the specified time period; declines his/her prize for any reason whatsoever; otherwise fails to fully comply with these Official Rules; or if prize notification is returned as undeliverable, potential prize winner will forfeit his/her prize and the prize may be awarded to an alternate winner from among all remaining eligible entries received, in the Club 's sole discretion. The Club will select up to three (3) successive alternate winners, after which point the Club will discontinue the Sweepstakes and retain the prize.
- **5) Prizes:** In accordance with these Official Rules, one Grand Prize Winner will receive a Freshly Homegating Experience featuring Freshly Meals and appearances at the home of the winner by the Ravens Cheerleaders and Mascot Poe during the Baltimore Ravens away game Sunday, December 11 against the Pittsburgh Steelers, along with one free year of Freshly meals. Average Retail Value of the Grand Prize is \$3,980.

## Odds of winning a prize will be determined by the total number of eligible Submissions received during the Promotion Period.

- 6) **Prize Restrictions**: No transfer, assignment, sale, duplication, cash redemption or substitution of prize (or portion of prize) is permitted, except by Club in consultation with Sponsor. Club reserves the right to substitute a prize (or applicable portion of prize) with one of comparable or greater value, as determined by Club. Club is not responsible for and will not replace lost or stolen prize or any component thereof. Noncompliance with these Official Rules may result in disqualification and, at Club's sole discretion, the awarding of prize to an alternate winner. Winner is solely responsible for any and all applicable fees, taxes and expenses associated with a prize that are not specifically listed herein.
- 7) Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY CLUB, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.
- **8) Publicity:** Except where and as may be prohibited by law, participation in the Sweepstakes and acceptance of prize constitutes express permission of winner for Club and Sponsor, and those acting pursuant to the authority of Club or Sponsor, to use such winner's name, photograph, image, likeness, voice, opinions, hometown, and/or state for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter developed, worldwide in perpetuity, without further notice, review or approval, permission, or compensation. If you do not agree to these terms, you should not participate in the Sweepstakes.

- 9) General Conditions: Club reserves the right, in its sole discretion, to modify, suspend or terminate this Sweepstakes (or any portion thereof) at any time with the consultation of Sponsor. Club and Sponsor reserve the right to disqualify any individual they determine, in their sole and absolute discretion, is or is attempting or intending to: (a) tamper with any aspect of the operation of the Sweepstakes, (b) defraud Club, (c) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (d) annoy, abuse, threaten, or harass any other participants, the Club, Sponsor, or representatives of the Club or Sponsor, or (e) act in violation of these Official Rules. In such event(s), Club reserves the right (in addition to disqualification of such individual) to seek damages from any such person to the fullest extent permitted by law. Club's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these Official Rules to their members, and anyone who participates in the Sweepstakes through means not permitted by these Official Rules is subject to disqualification. No more than the stated number of Prizes will be awarded. In the event that production, technical, mechanical, typographical, or any other reasons cause more than stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Club reserves the right, in its sole and absolute discretion, to award only the stated number of Prizes (previously not awarded) by means of a random drawing among all legitimate and eligible Prize claims. ANY ATTEMPT BY ANY PERSON DELIBERATELY TO DAMAGE THE ELECTRONIC ENTRY FORM OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, CLUB RESERVES THE RIGHT TO SEEK REMEDIES (INCLUDING ATTORNEYS' FEES) AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.
- **10) Agreement to Official Rules:** By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Club (including but not limited to Club's employees or agents handling Prize redemption), which are final and binding in all matters relating to the Sweepstakes. By participating in the Sweepstakes, each participant waives any right to claim ambiguity in these Official Rules.
- 11) Release: By participating in this Sweepstakes, participant agrees to release, indemnify, and hold harmless, the Club, Sponsor, the National Football League, and each of their respective officers, directors, owners, employees, agents, affiliates, owner-operators, designees and assigns (collectively, the "Sweepstakes Released Parties"), from any and all liability for any injuries, loss, harm, damage, cost, or expense of any kind to any person(s), including, without limitation, property damage, personal injury, and/or death, arising in whole or in part, directly or indirectly, from acceptance, possession, use, and/or misuse of a prize or participation in this Sweepstakes or any Sweepstakes-related activity and for any claims based on publicity rights, defamation, or invasion of privacy. The Sweepstakes Released Parties are not responsible for cancellations or delays, or if any prize cannot be awarded or used, or if the Sweepstakes cannot be conducted as planned for any reason due to non-authorized intervention, fraud, weather, force majeure event, acts of war, natural disasters, terrorism events or other causes beyond their control.
- 12) Limitation of Liability: Except where prohibited, participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes not to exceed \$50 but in no event including attorneys' fees, and (3) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE SWEEPSTAKES AND PRIZE, ARE 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- **13) Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or the Sweepstakes Released Parties in connection with this Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.
- **14) Privacy:** By entering the Sweepstakes, each participant agrees that his or her entry and any other personally identifiable information collected in connection with the Sweepstakes may be used by Club, Sponsor and/or their affiliates for administration of this Sweepstakes, including in connection with Prize fulfillment, in accordance with the Privacy Policy located at <a href="https://www.baltimoreravens.com/privacy-policy">https://www.baltimoreravens.com/privacy-policy</a> and https://about.freshly.com/privacy.
- **15) Official Rules and Winners List:** Official Rules for this Sweepstakes may be obtained by visiting <a href="https://www.baltimoreravens.com/fans/contests/freshly/">https://www.baltimoreravens.com/fans/contests/freshly/</a>. For the winner's name, send a written request to Freshly Homegating Sweepstakes, 1 Winning Drive, Owings Mills, MD 21117 for receipt after January 1, 2022 and before March 31, 2022.
- **16)** Administrator: Baltimore Ravens Limited Partnership, 1 Winning Drive, Owings Mills, MD 21117.