Baltimore Ravens Predict the Pick Contest 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 Contest is subject to all applicable federal, state, local laws, rules and regulations. This Contest is powered by Wit Labs, Inc. ("Wit" or "Administrator") on behalf of the Club and is accessible via the Wit website at witcontests.com or through a mobile device or computer at baltimoreravens.com/contests (the "Website")(collectively, the "Platform"). For the avoidance of doubt, Wit provides the Platform for the Contest, but is not the sponsor for the Contest. By creating and using a Wit account, You are further required to read and agree to the Wit Terms of Use.

- 1) Eligibility: This Baltimore Ravens "Predict the Pick" Contest presented by Under Armour Inc. (the "Contest") is open to legal residents of Delaware, Maryland, Pennsylvania, Virginia, or the District of Columbia who are the older of 18 years of age or the age of majority in their jurisdiction of residence at the time of entry. Employees, officers and directors of the Baltimore Ravens Limited Partnership (the "Club"), Under Armour Inc., 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 Contest 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 Contest 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:** The Contest begins on Monday, April 3, 2023 at 9:00 a.m. Eastern Time ("ET") and ends on Monday, April 27, 2023 at 7:59 p.m. ET (hereinafter, "Promotion Period"). The Club's computer is the official time keeping device for this Contest.
- 3) To Participate: During the Promotion Period, log onto baltimoreravens.com/predictthepick and complete the multiple-choice questionnaire (the "Questionnaire," the contents of which are based on the 2023 NFL Draft) that is located on that website (the "online Entry Method"). When completing an entry via this online Entry Method, Entrants will be asked to provide their full name, mailing address, telephone number, and e-mail address (among other information). To be eligible for the below-described random drawings for one of the Prizes described below, Entrants, when they complete the Questionnaire pursuant to the online Entry Method described above, must correctly answer the question on the Ouestionnaire, relating to whom the Rayens will select first in the 2023 NFL Draft (the "Draft"). Only one (1) entry per person per email address will be accepted. If multiple entries are received from one person or email address, the first entry received will be deemed to be the only entry recognized for that person, email address or household and all other entries will be void. Use of any device to automate entry or any other activity which subverts the entry process is prohibited and all such entries will be deemed void. The Club will not verify receipt of entries. All entries submitted become the property of the Club and will not be returned. 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 is 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 Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, 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 Contest, or for printing, typographical, human or other errors appearing in these Official Rules or other Contest-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 Contest or is in violation of these Official Rules.

4) Drawing: At the end of the Promotion Period, all valid Entries will be reviewed to determine whether the question on the Questionnaire has been answered correctly. All Entrants who answered the question on the Questionnaire correctly will, at that point, be deemed to be "Potential Grand Prize Winners." On or about April 29, 2023, the Grand Prize winners will be selected by random drawing from the entries submitted by the Potential Grand Prize Winners.

In the event that there are no Entrants who correctly predict the Ravens' first selection in the Draft, all winners will be randomly chosen from among all valid incorrect entries as otherwise indicated in the immediately preceding paragraph. If between one and three Entrants correctly predict the Ravens' first selection in the Draft, then all such Entrants will be deemed to be a Grand Prize winner and any remaining Grand Prize winners will be selected at random from among the valid incorrect entries until there are 4 Grand Prize winners.

There is no guarantee that the Ravens will select a player from the list on the website. In any event, (A) only one Prize will be awarded to each Entrant, (B) the number of Prizes awarded will not exceed the number of Entrants who correctly predicted the Ravens' first selection in the Draft and (C) under no circumstances will there be more than four (4) Grand Prize winners.

The Grand Prize winners will be notified by telephone and email on or about April 28, 2023 by a representative of the Club. Three (3) attempts will be made to contact each Grand Prize winner. If, on the third attempt, the respective, selected Grand Prize winner does not answer his or her telephone, no message will be left and he/she will be disqualified (and will no longer be deemed to be that Grand Prize winner). Thereafter, an alternate Grand Prize winner will be selected by a random drawing from among the remaining original Potential Grand Prize Winners (or, at the Administrator's sole discretion, as otherwise described in these Rules). The Administrator will attempt to contact the "new" Grand Prize winner following the above-described process until such time that direct contact is made with a Grand Prize winner.

Odds of winning a Grand Prize will depend on the total number of Entries included in the above-described random drawing.

- **5) Prizes:** There will be four (4) grand prizes (each, a "Grand Prize"), each of which will be comprised of: (A) two (2) Under Armour prize packs, (B) two (2) passes to the Under Armour Performance Center in Owings Mills, Maryland, that includes a meet-and-greet with one or more top Draft picks) and (C) one (1) jersey to be autographed by one or more top Draft picks. (Total Estimated Retail Value of each Grand Prize is approximately \$1,000). Prizes are awarded "as is" with no warranty or guarantee, either express or implied, by Club. All Prizes are non-transferrable, and the Club and the Administrator reserve the right to substitute any Prize for one of comparable or greater value, whether in cash or otherwise, if a Prize cannot be awarded as described herein for any reason.
- 6) Prize Restrictions: No transfer, assignment, sale, duplication, cash redemption or substitution of Prize (or portion of Prize) is permitted, except by Club, which 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. Non-compliance 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 CONTEST. 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 Contest and acceptance of Prize constitutes express permission of winner for Club, and those acting pursuant to the authority of Club, 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 Contest.
- 9) General Conditions: Club reserves the right, in its sole discretion, to modify, suspend or terminate this Contest (or any portion thereof) should any virus, bug, fraud, non-authorized human intervention or other causes, including but not limited to weather, war or armed conflict (whether or not officially declared), labor controversy or threat thereof, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of this Contest and, in the event of termination, at its discretion, select winner from among all eligible, non-suspect entries received as of the date of the event requiring such termination. Club reserves the right to disqualify any individual it determines, in its sole and absolute discretion, is or is attempting or intending to: (a) tamper with any aspect of the operation of the Contest, (b) defraud Club, (c) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (d) annoy, abuse, threaten, or harass any other participants, the Club, Under Armour Inc., or representatives of the Club or Under Armour Inc., 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 Contest 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 CONTEST 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 Contest, 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 Contest. By participating in the Contest, each participant waives any right to claim ambiguity in these Official Rules. This Contest is not endorsed, sponsored, certified by, administered by, or associated with Instagram, Facebook, Snapchat or Twitter. All Instagram, Facebook, Snapchat or Twitter logos and trademarks displayed in connection with this Contest are property of Instagram, Facebook, Snapchat or Twitter, respectively. All questions, comments or complaints regarding the Contest should be directed to Administrator at the address listed below and not to Instagram, Facebook, Snapchat or Twitter.
- 11) Release: By participating in this Contest, participant agrees to release, indemnify, and hold harmless, the Club, Under Armour, Inc., the National Football League, Medstar

Health, Facebook, Twitter, Instagram, Snapchat, and each of their respective officers, directors, owners, employees, agents, affiliates, owner-operators, designees and assigns (collectively, the "Contest 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 Contest or any Contest-related activity and for any claims based on publicity rights, defamation, or invasion of privacy. The Contest Released Parties are not responsible for cancellations or delays, or if any Prize cannot be awarded or used, or if the Contest 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 Contest, 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 Contest 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 CONTEST, INCLUDING THE CONTEST 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 Contest Released Parties in connection with this Contest 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) Disputes and Arbitration: To the maximum extent permitted by applicable law, entrant agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Except where prohibited, entrant agrees to submit to the personal and exclusive arbitration of disputes relating to the Contest under the rules of the American Arbitration Association. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit www.adr.org for more information about arbitration.

Any arbitration between entrant, the Club and/or Under Armour, Inc., to the extent necessary, will be conducted in Baltimore, Maryland, and entrant waives any right to claim that such location is an inconvenient forum. The arbitration will be conducted in English. A single independent and impartial arbitrator will be appointed pursuant to the rules of the American Arbitration Association. Entrant, the Club, and Under Armour Inc. agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens for everyone involved:

- 1. the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration;
- 2. the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and
- 3. any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement describing the reasons for the disposition of any claim.

Entrant also acknowledges and understands that, with respect to any dispute with us arising out of or relating to its entry into the Contest:

- 1. Entrant is giving up its right to have a trial by jury;
- 2. Entrant are giving up its right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit involving any such dispute; and
- 3. Entrant must file any claim within one (1) year after such claim arose or it is forever barred.

If this arbitration provision is found to be null and void, then all disputes arising in connection with the Contest or these Official Rules between us will be subject to the jurisdiction of the state and federal courts located in Baltimore, Maryland, and entrant hereby submits to the personal jurisdiction and venue of these courts.

This agreement to arbitrate will not preclude Entrant, the Club, or Under Armour Inc. from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude any party from (i) applying to the appropriate court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, or (ii) seeking relief in any state or federal court for disputes related to a violation or possible violation of Club's or Under Armour Inc.'s intellectual property rights.

In the event of any litigation or arbitration arising from or related to this Contest or these Official Rules, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation or arbitration.

- **14) Privacy:** By entering the Contest, each participant agrees that his or her entry and any other personally identifiable information collected in connection with the Contest may be used by Club or its affiliates for administration of this Contest, including in connection with Prize fulfillment, in accordance with the Privacy Policy located at https://www.baltimoreravens.com/privacy-policy and the Wit privacy policy at https://witcontests.com/terms#privacy.
- **15) Official Rules and Winners List:** Official Rules for this Contest may be obtained by visiting baltimoreravens.com/predictthepick. For the winner's name, send a written request to Baltimore Ravens Predict the Pick Contest, 1 Winning Drive, Owings Mills, MD 21117 for receipt after June 4, 2023 and before September 1, 2023.
- **16) Sponsor:** Baltimore Ravens Limited Partnership, 1 Winning Drive, Owings Mills, MD 21117. **Administrator:** Wit Labs, Inc., on behalf of Sponsor, performs the collection, submission or processing of Entrant entry forms for the Contest ("Entries") as well as the overall administration of the Contest. Entrant may contact Wit with any questions, comments or problems related to administration of the Contest. Wit may be reached by email at team@witcontests.com during the Promotion Period.