SEATTLE SEAHAWKS PRO SHOP WILD CARD WEEKEND GIFT CARD GIVEAWAY

OFFICIAL RULES

Important: Please read these Official Rules before entering this Sweepstakes (the "Sweepstakes"). By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

Sweepstakes void where prohibited by law. Subject to applicable federal, state, and local laws.

1. Eligibility: The Sweepstakes is open only to legal residents of the United States who are at least 18 years old at the time of entry.

Directors, officers, members, managers, and employees of Football Northwest LLC d/b/a Seattle Seahawks ("*Sponsor*"), Instagram, Inc., the National Football League and its member clubs, and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and "step" child, wherever they may live) of each are not eligible to win any prize. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below. SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM, INC.

- **2. Sweepstakes Period:** The Sweepstakes starts at 10:00am Pacific Time (PT) on January 7, 2021 and ends at 11:59pm PT on January 7, 2021 (the "*Sweepstakes Period*"). All entries must be received during the Sweepstakes Period and meet other requirements in these Official Rules to be eligible to win a prize. Sponsor's or its designee's computer is the official time-keeping device for the Sweepstakes.
- **3. How to Enter:** To enter, (i) log-in or join Instagram at www.instagram.com and set your account to "public" (joining Instagram is free); (ii) follow the Seahawks Pro Shop on Instagram (@SeahawksProShop); (iii) "Like" the Gift Card Giveaway post on the @SeahawksProShop account; and (iv) tag a friend and use the hashtag #sweepstakes in the Comments section of the same Sweepstakes post.

By submitting an entry as instructed through any of the above methods ("Submission"), you agree that your Submission conforms to the Guidelines and Restrictions below. Sponsor may choose to remove any Submission or disqualify you from the Sweepstakes if it believes that your Submission fails to conform with the Guidelines and Restrictions. Upon completion of all required entry steps and compliance with the Guidelines and Restrictions, you will automatically receive one entry into the Sweepstakes.

<u>Limit</u>: ONE ENTRY PER PERSON DURING SWEEPSTAKES PERIOD. Any attempt to obtain additional entries, including through multiple or duplicate accounts will result in disqualification.

Submission Guidelines and Restrictions

- a. Your Submission must not supply untruthful, incomplete, inaccurate or misleading information.
- b. Your Submission must be your original creation and be owned 100% by you, or, alternatively, you must have the full rights to grant the license and other rights that you grant to Sponsor in Section 10 below. You must not use any third-party copyrighted content, including music, photos, or brand logos.

- c. Your Submission must not (in Sponsor's discretion): (i) violate any third party rights, including copyrights, trademark rights, or rights of privacy and publicity; (ii) contain disparaging or defamatory statements; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) depict any risky behavior; (vi) contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; or (vii) contain unauthorized third party trademarks or logos.
- d. You represent and warrant that: (i) the Submission does not violate any applicable law, rule or regulation; (ii) to the extent the Submission depicts any individual or features the voice or other qualities of any individual, you are the individual pictured, heard, or otherwise featured in the Submission, or, alternatively, that you have obtained written permission from each person appearing in the entry to grant the rights to Sponsor described in these Official Rules, and will make written copies of such permissions available to Sponsor upon request; (iii) the Submission complies with the Instagram terms of use; and (iv) the Submission complies with all requirements of these Official Rules.

If participating in this Sweepstakes via your mobile device (which service may only be available via select devices and participating wireless carriers, and is not required to enter), you may be charged for standard data use from your mobile device according to the terms in your wireless service provider's data plan. Normal airtime and carrier charges and other charges may apply to data use and will be billed on your wireless device bill or deducted from your pre-paid balance. Wireless carrier rates vary, so you should contact your wireless carrier for information on your specific data plan.

4. Identity of Entrant: All Submissions must be submitted by the individual entrant. Bulk or automated entries will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same email account. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor's discretion.

In the event of a dispute about the identity of the entrant, entries will be declared made by the authorized account holder of the email address associated with the account on which the Submission is made. An "authorized account holder" means 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. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the winning entry.

5. Selection and Notification of Winner: On or around January 8, 2021, Sponsor will select the names of four (4) potential winners of the prizes in a random drawing from among all eligible Submissions. The odds of winning depend on the number of eligible entries received.

Each potential winner will be notified via direct message through Instagram on or around January 8, 2021. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, as specified by Sponsor, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address or the potential winner does not respond within 24 hours of being notified by Sponsor; (ii) any required documents are not returned as specified by Sponsor, such as the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if potential winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. One (1) alternate drawing will be held for each prize, after which the remaining prize(s) will not be awarded. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the above selection process from among all eligible claimants making purportedly valid claims to award the prizes available.

<u>Verification of Potential Winner</u>: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO

THE SWEEPSTAKES. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

6. Prize: Each of the four (4) winners will receive a \$100 Seattle Seahawks Pro Shop gift card. Total Approximate Retail Value of all prizes: \$400.

Prize Restrictions: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes are not transferable. No substitutions or exchanges of any prize (including for cash) will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Sponsor will not replace any lost or stolen prizes or prize components. Only the number of prizes stated in these Official Rules are available to be won in the Sweepstakes.

Except for applicable manufacturer's standard warranties, the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose).

- 7. **Disclaimer:** Sponsor, Instagram, Inc., and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "*Released Parties*") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Release Parties' reasonable control; (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.
- 8. Limitations of Liability; Releases: By entering the Sweepstakes, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including claims, costs, injuries, losses and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

ENTRANTS AGREE TO RELEASE, DEFEND, INDEMNIFY, DISCHARGE AND HOLD HARMLESS THE SPONSOR AND ADMINISTRATOR FROM ANY SUCH CLAIMS, ACTIONS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION FROM ANY DAMAGE, INJURY, DEATH, LOSS OR OTHER LIABILITY EITHER AT LAW OR EQUITY WHETHER KNOWN OR UNKNOWN, ASSERTED OR NOT ASSERTED THAT MAY ARISE FROM OR IN ANY WAY RELATE TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR THE AWARDING, ACCEPTANCE, USE OR MISUSE OF ANY PRIZE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING, NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR

RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS RENTED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

- 9. Use of Winner's Name, Likeness, etc.: To the fullest extent permitted by applicable law, entry into the Sweepstakes constitutes permission to use your name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Sweepstakes, you consent to being contacted by Sponsor for any purpose in connection with this Sweepstakes.
- 10. License to Submission: By entering the Sweepstakes and providing your Submission in connection with the Sweepstakes, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license, (with the right to subicense), to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your Submission, or any portion thereof (including your name and likeness as shown and conveyed in the Submission), in connection with the Sweepstakes and for other advertising, marketing, and promotional purposes, and to incorporate Submissions, in whole or in part, into other works in any manner, form, media or technology now known or later developed. Sponsor will have no obligation to publish or use or retain any Submission you submit or to return any such Submission to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Sponsor's expense, any further action (including execution of affidavits, tax forms, and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Submission.
- 11. Privacy: See Sponsor's Privacy Policy at http://www.seahawks.com/about/privacy-policy.
- 12. Winner List; Rules Request: For a copy of the winner list, send a stamped, self-addressed, business-size envelope for arrival after January 8, 2021 and before January 8, 2022 to the address listed in Section 16 below, Attn: Pro Shop Wild Card Weekend Gift Card Giveaway. To obtain a copy of these Official Rules, visit www.Seahawks.com/ProShopWildCardWeekendSweepstakes or send a stamped, self-addressed business-size envelope to the address listed in Section 16 below, Attn: Pro Shop Wild Card Weekend Gift Card Giveaway. VT residents may omit return postage.
- **13.** Intellectual Property Notice: All Seahawks-related trademarks are trademarks of Football Northwest LLC d/b/a Seattle Seahawks ("FNW"). The Sweepstakes and all accompanying materials are copyright © 2021 by FNW. All rights reserved.
- 14. Disputes: EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON OR THE APPROPRIATE STATE COURT LOCATED IN KING COUNTY, WASHINGTON. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.
- **15. General Conditions:** Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any

time, in its discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Sweepstakes, or Sponsor otherwise becomes (in its discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Sweepstakes, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Sweepstakes. Any attempt by an entrant or other individual to deliberately damage any website associated with this Sweepstakes or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law and Sponsor reserves the right to prosecute and seek damages from any such person to the fullest extent permitted by applicable law. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting.

16. Sponsor: Football Northwest LLC, 12 Seahawks Way, Renton, WA 98056.