

2019 BATTLE RED LADIES REWARDS PROGRAM

Terms and Conditions

The 2019 Battle Red Ladies Rewards Program (the “**Program**”) is offered by Houston NFL Holdings, L.P., d/b/a Houston Texans (“**Club**” or “**we**”), and designed to help you get the most out of your Battle Red Ladies membership. We will reward you with premium prizes for participating in exciting Battle Red Ladies and other Houston Texans events, as further described in these Terms and Conditions.

These Terms and Conditions contain important information regarding the Program, including your rights and obligations, as well as limitations and exclusions that may apply relative to your participation in the Program. These Terms and Conditions are a binding agreement between you and Club and will govern your participation in any and all Program offers. Therefore, please read these Terms and Conditions carefully. If you have any questions about these Terms and Conditions or the Program, please email battleredladies@houstontexans.com.

Participating in the Program entitles members of the Battle Red Ladies (“**Members**” or “**you**”) to take advantage of certain Program rewards or be eligible to win certain prizes (“**Rewards**”) that may change from time-to-time and/or be made available for limited times, all as determined by Club in its sole discretion. Club reserves the right to modify these Terms and Conditions at any time and without notice to you, therefore it is important to check the Terms and Conditions periodically. Your participation in the Program or redemption of Rewards is considered acceptance of these Terms and Conditions, as amended or modified.

Upon notice, Club may, in its sole and absolute discretion, cancel, change, suspend or modify any aspect of the Program or any Rewards at any time, including the availability of any Reward.

Program Period

This Program will commence upon Club’s announcement of the Program and conclude in the February/March 2020 timeframe after the conclusion of the last eligible Battle Red Ladies event (e.g., Sweat Sesh), all as further announced by Club (the “**Program Period**”).

Eligibility

Any member in good standing of the Houston Texans Battle Red Ladies fan club is eligible to participate in the Program.

Earning Reward Points

Members can accumulate Battle Red Ladies points (“**Point(s)**”) in the following ways, which are subject to change:

- Earn one (1) Point for each Battle Red Ladies event you attend.
 - Events: Fantasy Football League Participation, Down, Set, Paint!, Sweat Sesh and Holiday Marvel.
- Earn one (1) Point for each Battle Red Ladies Happy Hour at Texans Radio Shows you attend.
 - Members must show a newsletter as proof of membership when they check in.
 - There will be a Happy Hour on the first Tuesday of every month during the regular season.
- Earn one (1) Point for each designated Texans event you attend.
 - Members must show a newsletter as proof of membership when they check-in.

- Events: Training Camp, Fantennial Rally and Texans Care Volunteer Day and more that will be listed in the Battle Red Ladies newsletter.
- Earn one (1) point for showing a Palais Royal receipt at designated events. Only one (1) receipt may be presented per event.
 - The receipt must be from within the past thirty (30) days and for a purchase of Fifty Dollars (\$50) or more.

Prizing

At the end of the Program Period (as stated above), Members will be notified of the prize(s) that they have won and how to collect their prizes (e.g., pick up from NRG Stadium)The following is the list of prizes for the Program, which are subject to change and availability:

- 10 Points
 - Members will receive a Battle Red Ladies Swag Bag courtesy of Palais Royal. Approximate Retail Value (ARV) of Prize: \$60
- 15 Points
 - Members will receive a Palais Royal Gift Card in the amount of \$25 and the opportunity to attend a tour of NRG stadium on a to be determined date. ARV of Prize: \$75.
- Midseason Prize
 - Members will be entered to win two (2) Tickets to the December 29, 2019 Houston Texans game against the Tennessee Titans and one (1) parking pass. The number of Points that a Member has earned as of the date of selection shall be the number of times that a Member's name will be entered to win this great prize.
- End of Season Highest Point Winner
 - Members must have at least twenty (20) points to be eligible for this prize.
 - The Member with the highest Point total at the end of the Program Period will win one (1) Lunch with a Houston Texans player, courtesy of Palais Royal. The specific Houston Texans player shall be selected by Club. The lunch will be in the Houston Texans Sports Performance Café at NRG Stadium for the winner and one (1) guest. The date of the lunch will be selected by the Texans depending on timing and player availability.
 - If there is a tie for the highest number of Points, we will have up to three (3) winners and each of their one (1) guests for a group lunch.
 - If there are more than three (3) people tied for the winning spot, we will draw for three (3) spots. This will be a group lunch for all three (3) winners and their one (1) guest.

Prizes may not be substituted, transferred or redeemed for cash except at the sole discretion of Club. In case of unavailability, Club reserves the right to substitute a prize of equal or greater value.

All expenses incurred by a Member in connection with the Program are the sole responsibility of the Member. All applicable taxes on Prizes are the sole responsibility of the winning Member.

By participating in the Program, Members agree to release the Club and the NFL, and each of their respective affiliates, and the directors, employees and agents, including without limitation, advertising and promotion agencies, of each, from any liability, loss or damage incurred in connection with or arising out of the Program, or from her use, misuse or acceptance of a prize.

Indemnification

Members agree to indemnify, defend and hold Club and its representatives and agents harmless from and against any and all third party claims, demands, liabilities, costs or expenses, including attorney's fees and costs, arising from, or related to any breach by Member of any of these Terms and Conditions or any violation by Member of applicable law.

Governing Law

The laws of the State of Texas shall govern these Terms and Conditions and the Program. By participating in the Program, Members consent to exclusive jurisdiction and venue in the courts located in Texas for all matters arising in connection with these Terms and Conditions or Member's participation in the Program.

Termination/Changes to the Program

Club may, in its sole and absolute discretion, cancel, change, suspend, or modify any aspect of the Program at any time, including the availability of any Reward. Club may, in its sole and absolute discretion, terminate or suspend any Member's participation in the Program for breach of these Terms and Conditions or taking any action that Club determines in its sole discretion to be inconsistent with the intended operation of the Program. Any decision Club makes relating to termination or suspension of any Member's participation in the Program shall be final and binding in all respects. Club shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms and Conditions or the operation of the Program.

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