

Panthers Pick'em Promotion Official Rules.

No Purchase Necessary to Participate or Win.

Purchasing Will Not Increase Your Chances of Winning.

This Promotion May Not Be Used to Conduct, Advertise or Promote Any Form of Gambling.

Eligibility: Panthers Pick'em Promotion ("Promotion") is offered and open to persons who are residents of North and South Carolina and eighteen (18) years of age or older as of the date of entry. Employees, officers, directors, agents and representatives of Panthers Football, LLC ("Panthers" or "Sponsor") Panthers Stadium, LLC, the National Football League, its member professional football clubs, NFL Ventures, LLC, Caesars Entertainment, each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising and promotion agencies (hereafter collectively, "Released Parties"), and each such individual's immediate family members (husband, wife, mother, father, sister, brother, child, and 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. Promotion is subject to all applicable federal, state, and local laws. Void outside of North Carolina, South Carolina, and where prohibited by law.

Promotion Period: The Promotion will run from 9/8/19 to 12/29/19 and will incorporate the sixteen (16) Carolina Panthers regular season games scheduled to take place on the following dates: 9/8/19, 9/12/19, 9/22/19, 9/29/19, 10/6/19, 10/13/19, 10/27/19, 11/3/19, 11/10/19, 11/17/19, 11/24/19, 12/1/19, 12/8/19, 12/15/19, 12/22/19, 12/29/19 ("Promotion Period").

To Participate:

(1) During the Promotion Period, open the Official Carolina Panthers Mobile App ("App") and click on the "Panthers Pick'em" button ("Promotion Button"). If you do not have the App, you can download it for free on the iOS and Android operating systems. After clicking the Promotion Button, you will need to confirm that you are eighteen (18) years of age or older by entering your birthdate, and if a first-time user, complete the required information (username, email) to participate in the Promotion. Participants are responsible for ensuring that all required information is accurate. Limit one (1) registration form submission per person and per email address for the duration of the Promotion Period. Additional registration forms received from any such person or email address after the first registration form received from that person or email address will be void. The use of a script, macro or any other device to automate or subvert the registration process is prohibited and all such registrations will be void. Registration form submissions will be accepted throughout the Promotion Period, in accordance with the terms of these Official Rules.

(2) After completion of the registration process, you will be given access to the "Pick'em" home page ("Game Home Page") within the App. Visit the Game Home Page and follow the instructions to provide a predicted outcome (hereafter, "Prediction") within the next Panthers football game.

- a. Prior to kick-off of the applicable Panthers football game, fans are able to make up to nine (9) optional predictions each week. Three (3) predictions are available all week and

another six (6) only become available during each day of the week (Monday-Saturday), unless otherwise changed by the Panthers in their sole discretion. The three (3) weekly predictions are open for selection up until kickoff, while the daily predictions close after each day. If the Panthers don't play on Sunday, there will only be three (3) daily predictions, one each on the on the Monday-Wednesday prior to the Thursday night game, as well as the three weekly predictions. If a user makes a correct selection, the allotted points will be added to the weekly and season total at time of event completion in the game. The following is a list of the possible questions used for daily predictions along with the points available for each answer option:

QUESTION	Answer 1 option	Answer 1 points	Answer 2 option	Answer 2 points
WILL THE PANTHERS HAVE TWO CONSECUTIVE SCORES ON OFFENSE?	Yes	50	No	50
WILL THE PANTHERS CONVERT A FOURTH DOWN?	Yes	50	No	50
WILL THE PANTHERS SCORE LAST?	Yes	50	No	50
WILL THE PANTHERS CONVERT A TWO-POINT CONVERSION?	Yes	50	No	50
WILL THE PANTHERS HAVE THE GAME'S LEADING RUSHER?	Yes	50	No	50
WILL THE PANTHERS HAVE THE GAME'S LEADING RECEIVER?	Yes	50	No	50
WILL THE PANTHERS HAVE THE GAME'S LEADING PASSER?	Yes	50	No	50
WILL THE PANTHERS WIN THE TURNOVER MARGIN?	Yes	50	No	50

WILL THE PANTHERS BLOCK A KICK OR PUNT?	Yes	90	No	10
WILL THE PANTHERS RETURN A KICK OR PUNT FOR A TD?	Yes	90	No	10
WILL THE PANTHERS RETURN A FUMBLE OR INTERCEPTION FOR A TD?	Yes	90	No	10
WILL THE PANTHERS SCORE A SAFETY?	Yes	95	No	5
WILL THE PANTHERS MAKE MORE FIRST DOWNS THAN THEIR OPPONENT?	Yes	50	No	50
WILL THE PANTHERS CAUSE A TURNOVER BEFORE THEY TURN IT OVER?	Yes	50	No	50
WILL THE PANTHERS RECORD MORE SACKS THAN THEIR OPPONENT?	Yes	50	No	50
WILL THE PANTHERS WIN BY MORE THAN 1 TOUCHDOWN?	Yes	50	No	50
WILL THE PANTHERS LEAD BY MORE THAN 1 TOUCHDOWN DURING THE GAME?	Yes	50	No	50
WILL THE PANTHERS SCORE ON THEIR OPENING DRIVE?	Yes	50	No	50

WILL THE PANTHERS SCORE ON THEIR FIRST DRIVE OF THE SECOND HALF?	Yes	50	No	50
WILL THE PANTHERS RUSH FOR MORE THAN 100 YARDS AS A TEAM?	Yes	50	No	50
WILL THE PANTHERS SCORE MORE THAN 20 POINTS?	Yes	50	No	50
WILL THE PANTHERS HOLD OPPONENT TO 17 POINTS OR FEWER?	Yes	50	No	50
WILL THE PANTHERS HAVE A 100-YARD INDIVIDUAL RECEIVER?	Yes	50	No	50
WILL THE PANTHERS HAVE A 100-YARD INDIVIDUAL RUSHER?	Yes	50	No	50
WILL THE PANTHERS PRODUCE A PLAY OVER 50 YARDS FROM SCRIMMAGE?	Yes	50	No	50
WILL THE PANTHERS ATTEMPT THREE OR MORE FIELD GOALS?	Yes	50	No	50

Below is a list of possible weekly questions, three (3) of which will be used every week of the season. The same binary answer and points options apply as to the daily questions.

Question	Answer 1 option	Answer 1 points	Answer 2 option	Answer 2 option
----------	-----------------	-----------------	-----------------	-----------------

WILL THE OPENING KICKOFF RESULT IN A TOUCHBACK?	Yes	100	No	100
WILL THE PANTHERS WIN THE COIN TOSS?	Yes	100	No	100
WILL THE PANTHERS RECOVER AN OPPONENT'S FUMBLE?	Yes	100	No	100
WILL THE PANTHERS RECORD AN INTERCEPTION?	Yes	100	No	100
WILL THE PANTHERS RECORD THE GAME'S FIRST SACK?	Yes	100	No	100
WILL THE PANTHERS LEAD AFTER THE FIRST QUARTER?	Yes	100	No	100
WILL THE PANTHERS LEAD AT HALFTIME?	Yes	100	No	100
WILL THE PANTHERS LEAD AFTER THE THIRD QUARTER?	Yes	100	No	100
WILL THE PANTHERS SCORE FIRST?	Yes	50	No	50

- b. Throughout each week's Panthers football game, make up a prediction for each drive, whether a Panthers offensive or defensive drive. The prediction window is between the end of the previous drive and the first play of the next drive. Each prediction will be one of five options for the drive outcome. You will only gain points for a correct prediction submitted. If you submit an incorrect prediction or do not submit in time, then you get zero (0) points for that drive. If you correctly make a Prediction as outlined above, you will receive the following points:

Prediction Option	Points available
Touchdown	100 points
Field Goal	60 points

Punt	10 points
Turnover	100 points
Other	40 points

(3) If available, you may use an optional or automatic “Power Up” on a Prediction to multiply the potential number of points for the current Prediction you are submitting. Power Up descriptions and multiplier values are outlined in the chart below. Power Ups become available in the following ways:

Multiplier Amount	Power up description	
2X Payout Multiplier	The user scans the team logo as reference on the application’s Power Up page.	Once per day
3X Payout Multiplier	When a user enters a username, email, and ZIP code for the 1st time	Once
8X Payout Multiplier	When a user places all weekly and daily predictions in a given week.	Once per week
3X Payout Multiplier	Place first prediction of week.	Once per week
2X Payout Multiplier	Place first correct prediction of week. Questions must resolve to earn.	Once per week
3X Payout Multiplier	Place 3 consecutive in-game predictions. Questions must resolve to earn.	-
5X Payout Multiplier	Place 5 consecutive predictions. Questions must resolve to earn.	-
7X Payout Multiplier	Place 7 consecutive predictions. Questions must resolve to earn.	-
10X Payout Multiplier	Place 10 consecutive predictions. Questions must resolve to earn.	-
3X Payout Multiplier	Place 3 consecutive, correct in-game predictions.	-
4X Payout Multiplier	Place 4 correct predictions in a row. Questions must resolve to earn.	-
5X Payout Multiplier	Place 5 correct predictions in a row. Questions must resolve to earn.	-
2X Payout Multiplier	Place a prediction in the first 5 game minutes. Power-up activated while placing call.	Once per week
2X Payout Multiplier	Place a prediction in the last 5 game minutes of regulation. Power-up activated while placing call.	Once per week

Power Ups are optional and not required for participation. Each Power Up can only be used when offered in the App and once used, it will disappear. There is no guarantee to the number of Power Ups you will receive during any game. If you use a Power Up, it will multiply the current points for your correct Prediction. Once a Power Up is used, it is no longer available, regardless

of whether your prediction is correct or not. Cumulative prediction Power Ups can be earned during the entire Promotion Period and do not have to be earned in one week.

(4) During the course of the game drives when drive predictions are locked, users can play three (3) different mini-games to acquire additional points. Below are descriptions of each game:

a) Trivia

Users can answer up to ten (10) multiple choice trivia questions per game. Users will have ten (10) seconds to answer each question. Ten (10) points for easy questions, twenty (20) for medium questions and thirty (30) for hard questions. There are no penalties for wrong answers.

b) Words

Users can guess letters to fill in a hidden word. Each word is randomly selected among a group of football and Panthers-related terms of variable length. The user has two (2) minutes to correctly guess the word. As the user guesses letters, if they pick a letter not in the word it counts against the 7-letter limit for each game. After seven (7) incorrect letters, they can no longer guess the word. Points are awarded by speed to complete game, starting with sixty (60) points and declining by one point every two seconds

c) Memory

Users play the traditional memory game by revealing a hidden image and then trying to match it with the same image elsewhere in the grid. There are ten (10) pairs of twenty (20) images to match. The user has two (2) minutes to match all ten (10) pairs. Points are awarded by speed to complete game, starting with 120 points and declining by one point each second until ten (10) points.

(5) All Predictions must be accepted and acknowledged by the computer servers by the applicable deadline (as determined by Sponsor in its sole discretion) to be considered valid, timely, and eligible.

(7) The total number of points at the end of one game will not carry forward to the next game for the weekly standings but are accumulated at the end of each year for yearly standings.

Released Parties are not responsible for incomplete, inaccurate, garbled, late, lost, stolen, delayed, undelivered or misdirected registrations, points, or Predictions; theft, destruction or unauthorized access to, or alteration of, registrations or submission; failures or malfunctions of App, phones, phone lines or telephone systems; interrupted or unavailable network, cable, satellite, Wi-Fi, Internet Service Provider (ISP), server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to participant's or any other person's computer or mobile device related to or resulting from participation in this Promotion; errors in these Official Rules, in any Promotion-related advertisements or other materials; the selection or announcement of potential winners or the announcement or distribution of prizes; the cancellation, suspension or preemption of any game,

injuries or other unavailability of Panthers team members, App processing, Prediction submission, Power Up submission, point tabulation, point multiplication, or timing errors or other problems or errors of any kind that may occur in connection with the administration of the Promotion, whether mechanical, human, electronic, typographical, printing or otherwise.

Winner Selection/Notification: Potential weekly winners will be determined on or about two (2) days following the end of each regular season game. Following each game week, one Weekly Prize will be awarded to each of the participants who accumulate the ten (10) highest numbers of valid points.

Weekly Ranking	Prize	Approximate Retail Value (“ARV”)
1	One (1) autographed football	\$250
2	One (1) autographed mini-helmet	\$150
3	One (1) autographed mini-helmet	\$150
4	One (1) Caesars \$100 gift card	\$100
5	Two (2) Panthers 20 oz Yeti Ramblers	\$80
6	Panthers apparel (long sleeve, short sleeve, hat) at Sponsor’s sole discretion	\$75
7	One (1) Caesars \$50 gift card	\$50
8	Three (3) Panthers t-shirts	\$50
9	One (1) Panthers 25 th season exclusive patch, one (1) pin and one (1) growl towel	\$50
10	One (1) Panthers journal, one (1) padfolio and one (1) pen	\$20

At the end of the season, three (3) Grand Prizes will be awarded to the players with the three (3) highest cumulative point totals over the course of the 16-game season as follows:

Season Ranking	Prize	ARV
1	A VIP experience with Caesars Entertainment including up to \$1,200 airfare or ground transportation, up to 4 (4) free nights at any Caesars property and a \$500 folio credit which can be used for F&B, show tickets and/or spa.	\$3,000
2	A 2-night weekend stay for winner and one (1) guest in a standard room at Harrah’s Cherokee in Cherokee N.C. TRANSPORTATION TO/FROM HOTEL NOT INCLUDED	\$1,000

3	One (1) Cam Newton autographed helmet and one (1) Luke Kuechly autographed helmet. Autographed memorabilia is not game used or worn. Actual value of each autographed helmet is subject to market fluctuation	\$1,000
---	---	---------

In the event of a tie for any weekly or annual prize, the winner(s) will be determined in chronological order, based on when each participant reached the point total. The tabulation of points, administration of tie-breakers, and identification of potential winners will be conducted by Sponsor, whose decision is final and binding with respect to these Official Rules and in all other matters relating to this Promotion. Each prize will be awarded to the authorized account holder of the email address identified in said registration form, regardless of whether that is the person named on the applicable registration form (subject to verification of eligibility and compliance with the terms of these Official Rules). Potential winners will be notified by Panthers by email throughout the Promotion Period.

Prize Details: All costs and expenses associated with the acceptance and use of a prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, and other miscellaneous expenses (including, but not limited to, meals, personal expenses, activities, tips, incidental room charges, ground transportation (if applicable)) are each winner's sole responsibility. Prizes are awarded "as is" without any warranty or guarantee, either express or implied by Panthers or Caesars. Other than the details outlined above, Released Parties have no additional obligations or commitments to any winner or his/her guests in connection with this Promotion. Total ARV of all prizes awarded: **\$TBD**. **Additional Terms for Trip Grand Prizes:** Travel must be completed within twelve (12) months (blackout dates and other restrictions may apply). Grand Prize winner may be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Grand Prize winner acknowledges and agrees that the Panthers is not provider/carrier of transportation, or insurance provider. No changes will be made to travel details once any element(s) of the travel arrangements have been booked. Panthers is not responsible for any changes of any element of trip by third parties, nor is Panthers liable for any expenses incurred as a consequence of travel changes, cancellation or delays. Sponsor will not replace any lost or stolen travel vouchers, or certificates. In the event any Grand Prize winner and/or guest engage(s) in behavior that, as determined by Panthers (or its designee) in its absolute discretion, is obnoxious or threatening, dangerous, harmful, illegal or that is intended to annoy, abuse, threaten or harass any other person, or may cause property damage or loss, Panthers reserves the right to terminate the trip or other applicable experience early, in whole or in part, and to send the winner (and guest(s)) home with no further compensation or liability. Grand prize is non-transferable and no substitution will be made except as provided herein at the Panthers' sole discretion. Panthers reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason.

Miscellaneous: No transfer, assignment, cash redemption, or substitution of a prize (or portion thereof) is permitted except by Panthers, who reserves the right to substitute a prize (or applicable portion thereof) with one of comparable or greater value, at its sole discretion and

except as otherwise provided herein. Panthers reserve the right to void and remove any and all Predictions and/or Power Ups of a participant who Panthers believe has attempted to tamper with, influence, or impair the administration, security, fairness, judging or proper play of this Promotion and such participant will be disqualified and all associated Predictions and/or Power Ups will be void. Potential winners may be required to execute and return a Prize Claim Form (including an affidavit of eligibility and liability and publicity release) within seven (7) days of date of issuance of notification. Travel companions of Grand Prize trip winners must be 18 or older at the time of travel and may also be required to complete, have notarized, and return a Release of Liability and Publicity Release prior to booking travel. In the event that any selected potential winner declines his/her prize or his/her prize is returned as undeliverable, is not eligible to accept the prize, does not comply with the terms of these Official Rules or is not available for any reason when notified, his/her prize opportunity will be forfeited and Sponsor, at its sole discretion and time permitting, may notify the next runner-up for the prize at issue from among all remaining eligible submissions. Except where prohibited, participation in the Promotion constitutes each participant's and each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, video, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. By participating, participants agree to be bound by these Official Rules and agree that: 1) Panthers and/or Sponsor reserves the right to conduct a background check and entry in the Promotion constitutes participant's permission for Panthers and/or Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, participants shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any participant based on the results of the background check or failure of the participant to properly authorize such check, and 2) the Released Parties shall have no liability and will be held harmless by participant for any claim, action, liability, loss, injury or damage to participant or any other person or entity, including, without limitation, personal injury or death to participant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize and any activity, travel or travel-related activity thereto or participation in this Promotion. Panthers reserve the right, in its sole discretion, to modify, suspend, and/or terminate this Promotion (or portion thereof) for any reason, including should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Promotion or for any other reason and, in the case of termination, at its discretion, select the winners for the prizes at issue from all eligible non-suspect Predictions and points tabulated prior to the event that required such termination using the winner determination criteria specified above. CAUTION: Any attempt to deliberately damage the Panthers mobile applications or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws and should such an attempt be made, the Panthers reserve the right to seek any and all remedies available from any such person(s) responsible for the attempt to the fullest extent permitted by law.

Arbitration: Except where prohibited by law, as a condition of participating in this Promotion, entrant agrees that: (i) any and all disputes and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the Model Commercial Rules of the American Arbitration Association and held at the AAA regional office in Charlotte, North Carolina; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement

and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and entrant further waives all rights to have damages multiplied or increased. Each entrant agrees that any unsettled disputes shall be individually resolved, without any form of class action, exclusively before a court located in Mecklenburg County, North Carolina. EACH MEMBER EXPRESSLY AND IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN THE STATE OR FEDERAL COURTS SITTING IN MECKLENBURG COUNTY NORTH CAROLINA.

Privacy and Use of Entrant Information for Marketing Purposes: All personal information that participants submit will be subject to the Panthers' privacy policy at <https://www.panthers.com/about-us/privacy-policy>. If box is checked in landing page, user gives Panthers the right to personally identifiable information collected during an entrant's participation in this Promotion. Those that are over the age of 21 will have information provided to and used by Caesars, its affiliates, subsidiaries, agents and marketers for purposes of marketing and advertising. Entrant may opt-out of these communications by emailing: optout@mgmresorts.com.

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of North Carolina, USA.

Sponsor: The Promotion is sponsored by the Carolina Panthers, 800 S. Mint St., Charlotte, NC 28202.

Winners List: For the names of the winners (available after 1/25/20), send a self-addressed, stamped envelope to be received by 6/30/20 to: Panthers Pick'em Promotion Winners, c/o Carolina Panthers, 800 S. Mint St., Charlotte, NC 28202. Sponsor: Caesars Entertainment One Harrahs Court Las Vegas, NV 89119