

NEW YORK FOOTBALL GIANTS RETWEET SWEEPSTAKES – ABBREVIATED RULES:

NO PURCHASE NECESSARY. Sweepstakes begins on September 13th, 2019 at 9:00 a.m. ET and ends on September 15th at 11:59 p.m. ET. Open to legal residents of the 50 U.S. & DC, 18 yrs and older at time of entry. VOID WHERE PROHIBITED. For the Official Rules, which govern, visit Giants.com/Barkleyfootball. Sponsor: New York Football Giants, Inc.

NEW YORK FOOTBALL GIANTS RETWEET SWEEPSTAKES – OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. SPONSOR OF THE NEW YORK FOOTBALL GIANTS RETWEET SWEEPSTAKES (“Sweepstakes”).** The Sponsor of the Sweepstakes is New York Football Giants, Inc., whose address is 1925 Giants Drive, East Rutherford, NJ 07073. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or any other social media platform.
- 2. SWEEPSTAKES PERIOD:** The Sweepstakes begins at September 13th, 2019 at 9:00 AM Eastern Time (“ET”) and ends on September 15th at 11:59 PM ET (the “Sweepstakes Period”). Entries not received within the Sweepstakes Period will be void.
- 3. RULES:** These Official Sweepstakes Rules comprise the entire set of Official Rules governing this Sweepstakes. **IF YOU ENTER THE SWEEPSTAKES YOU AGREE TO THESE RULES.** The information you provide will be used for the purposes of Sweepstakes administration
- 4. ELIGIBILITY:** Sweepstakes open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at the time of entry and have internet access as of **September 13th, 2019.**

Employees, officers, representatives and their immediate family members (parents, spouses, children, siblings and grandparents, regardless of where they reside, and those living in their same households whether or not related), of the New York Football Giants, Inc. (“Sponsor”), Giants Stadium LLC, MetLife Stadium, teamDigital Promotions, Inc. (“Administrator”) and their respective parent companies, subsidiaries, affiliates, advertising or promotional agencies, and dealers (the “Promotion Entities”) and the NFL Entities (as defined below) are not eligible to participate.

No groups, clubs, or organizations may participate in this Sweepstakes or reproduce or distribute any portion of these Official Rules or entry forms to their members. Winning the prize is contingent upon fulfilling all requirements set forth in these Rules. VOID WHERE PROHIBITED BY THESE RULES OR ANY APPLICABLE LAWS. Sweepstakes is subject to all applicable federal, state and local laws.

5. HOW TO ENTER:

- a. To enter the Sweepstakes, you'll first need to become a registered user of www.Twitter.com ("Twitter") or log into your Twitter account. If you do not have an account, go to www.Twitter.com to create one or by downloading the Twitter application onto your smart phone from your appropriate app store. Twitter accounts are free. By submitting your information and creating a Twitter account, you agree to the Twitter Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create a Twitter account, or participate in this Sweepstakes. Additionally, to enter via Twitter, your account must be set to public.
- b. During the Sweepstakes Period, log on to your Twitter account, look for the Sweepstakes announcement ("Sweepstakes Tweet") posted by the official New York Giants Twitter account (@Giants), and retweet the designated Sweepstakes Tweet to receive one (1) entry into the Sweepstakes. All Entries must be posted to a non-private social media account to be eligible as an entry into the Sweepstakes. Entries must be posted during the Sweepstakes Period to be eligible.
- c. **PLEASE NOTE: The content of your social channel posts will not be judged and therefore will not increase or decrease your chances of winning the prize.**
- d. **Limit one (1) entry per person and one (1) Twitter account throughout the Sweepstakes Period.** Entries received from any person or Twitter account in excess of the stated limitation will be void.
- e. If you choose to enter using your mobile phone, standard data rates may apply. See your wireless service provider for pricing plan details and capabilities.

6. ENTRY REQUIREMENTS:

- a. Entrants must not include any of the following content (the "Content Restrictions") in any entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages or reflects negatively on the Released Parties (as defined below) or their owners and employees; (g) tobacco, alcohol or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the entry is created. Any entry that does not comply with the foregoing, in the sole and absolute discretion of Sponsor, will be disqualified.

- b. Entrants understand that they are posting their entry at their sole risk. Sponsor is not responsible for any claims arising from the entry, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the respective social media platform's terms and conditions. Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any entry that is lost, intercepted or not received by the Sponsor.
- c. In the event of a dispute as to the identity of any Entrant who submits an entry, the entry will be deemed submitted by the account holder of the email account associated with the applicable Twitter account. In the event of a dispute regarding the identity of the individual who actually submitted an entry that cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Sponsor shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries in the Sweepstakes. The Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Incomplete entries will be disqualified.
- d. Each valid entry will have an equal chance of winning. Any entries deemed inappropriate by Sponsor, in its sole and absolute discretion, are ineligible. Sponsor shall have the right to disqualify any contestant at any time in its sole and absolute discretion. All entries become the exclusive property of the Sponsor and will not be returned
- e. Sponsor is not responsible for:
- errors, omissions, interruptions, deletions, defects, delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, unavailable networks, servers or Internet Service Providers, software, communications devices, or transmission lines;
 - data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise, or the failure to capture any information;
 - 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, or the announcement of the prize or winner;
 - any injury or damage to entrant's or any other person's computer or network relating to or resulting from participation in this Sweepstakes;
 - printing, typographical, human or other errors appearing in these Official Rules or other Sweepstakes-related materials; or

- electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.
- f. Sponsor reserves the right, in its sole discretion, to void any entries of entrants and disqualify such entrants whom Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes and/or who are in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
 - g. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted.
 - h. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with this Sweepstakes, and reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Sweepstakes should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes. In the event of any such cancellation, termination or suspension, a notice will be posted and a random drawing will be held from among all eligible, non-suspect entries received prior to such time.
 - i. Sponsor reserves the right, at its sole discretion, to disqualify any entrant (and all of his or her sweepstakes entry) from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if he or she tampers with the entry process or if his or her fraud or misconduct affects the integrity of this Sweepstakes.
 - j. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**
 - k. **BY PARTICIPATING, PARTICIPANT AGREES NOT TO RELEASE ANY PUBLICITY OR OTHER MATERIALS ON THEIR OWN OR THROUGH SOMEONE ELSE REGARDING THEIR PARTICIPATION IN THE SWEEPSTAKES WITHOUT THE PRIOR CONSENT OF THE SPONSOR, WHICH EITHER MAY WITHHOLD IN ITS SOLE DISCRETION.**
7. **RANDOM DRAWING:** One (1) potential winner will be selected in a random drawing held on or about 9/16/19 from all eligible entries received throughout the Sweepstakes Period. Odds of winning the prize depend on the number of eligible entries received.
 8. **WINNER NOTIFICATION:** The potential winner will be notified via Twitter Direct Message by Sponsor from the @Giants Twitter handle and must follow @Giants as well as respond, within one (1) day of the issuance of Direct Message. Non-compliance with the foregoing or with these Official Rules in any way, the inability to contact any potential winner (as specified above), any potential winner's rejection of his or her prize or return of prize or prize notification as non-deliverable may result in disqualification and, at Sponsor's discretion, the awarding of the prize

by selecting an alternate potential winner in a random drawing from among all remaining eligible entries received. Only two (2) alternate drawings will be held after which time the applicable prize will remain un-awarded.

9. **ONE (1) PRIZE:** One (1) Saquon Barkley signed football. Approximate Retail Value ("ARV") of prize awarded: \$349. Football is not game used. Actual value of signed football is subject to market fluctuations. All prize details are at the sole discretion of the Sponsor.

10. **GENERAL PRIZE CONDITIONS:**

- a. Potential prize winner will be required to sign and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release as well as any other documents required by Sponsor (collectively, "Prize Claim Documents") within five (5) of date of issuance of notification. If potential winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of date of prize notification (or a shorter time if required by Sponsor), winner may be disqualified. Acceptance of the prize constitutes permission for Sponsor and its agencies to use winner's name, address, likeness, and/or prize information for advertising and promotional purposes in any medium without additional compensation to the extent permitted by law.
- b. Prize will be fulfilled only upon verification of Prize Claim Documents (and other required paperwork) by Sponsor in its sole discretion. Potential prize winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements set forth herein
- c. No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize of comparable value if a prize listed is unavailable for any reason. Unclaimed prize will not be awarded. Prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any winner of prize valued at \$600 or more will receive an IRS 1099 form following receipt of the prize.
- d. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

11. **REPRESENTATIONS AND WARRANTIES.** Each person who enters this Sweepstakes represents and warrants as follows: (a) the Entry is the entrant's own original, previously unpublished, and previously unproduced work; (b) the Entry does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (c) the entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous

12. **RELEASE AND INDEMNIFICATION:**

- a. **BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES:**

TO RELEASE, DISCHARGE AND HOLD HARMLESS SPONSOR, THE NFL ENTITIES (AS DEFINED IN SECTION 14, BELOW) AND ALL SOCIAL MEDIA COMPANIES AND PLATFORMS INVOLVED IN THIS SWEEPSTAKES, AND EACH OF THEIR PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, AGENTS, ADVERTISING, PROMOTION AND PUBLIC RELATIONS AGENCIES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OWNERS AND AGENCIES OF EACH (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL INJURIES, LIABILITY, LOSSES AND DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH AND BODILY INJURY, OR PROPERTY RESULTING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM:

- ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES OR ANY SWEEPSTAKES RELATED ACTIVITY;
- THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY AWARDED PRIZE OR PRIZE ELEMENT; AND/OR
- THE USE OF HIS/HER NAME, SOCIAL MEDIA PROFILE, VOICE, PERFORMANCE, PHOTOGRAPH/VIDEO, PRIZE INFORMATION, IMAGE AND/OR LIKENESS FOR PROGRAMMING, ADVERTISING, PUBLICITY, TRADE AND PROMOTIONAL PURPOSES IN ANY AND ALL MEDIA, NOW OR HEREAFTER KNOWN, WORLDWIDE AND ON THE INTERNET, AND IN PERPETUITY BY SPONSOR AND ITS DESIGNEES, WITHOUT COMPENSATION (UNLESS PROHIBITED BY LAW) OR ADDITIONAL CONSENTS FROM ENTRANT OR ANY THIRD PARTY AND WITHOUT PRIOR NOTICE, APPROVAL OR INSPECTION.

b. BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES:

TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL THREATENED OR ACTUAL CLAIMS, LOSSES, LIABILITY AND DAMAGES OF ANY KIND (INCLUDING THE REASONABLE FEES OF ATTORNEYS, EXPERT WITNESSES AND LITIGATION SUPPORT, AND SUCH FEES AND COSTS INCURRED TO ENFORCE THE AGREEMENTS IN THESE OFFICIAL RULES) INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH ANY BREACH OR ALLEGED BREACH OF ANY OF THE WARRANTIES, REPRESENTATIONS OR AGREEMENTS OF ENTRANT HEREUNDER OR THE USE, ACCEPTANCE, MISUSE OR USE OF ANY PRIZE OR WHILE PREPARING FOR OR PARTICIPATING IN ANY SWEEPSTAKES-RELATED ACTIVITY, INCLUDING, ANY TRAVEL ACTIVITY RELATED THERETO, AND FURTHER INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE SWEEPSTAKES, INCLUDING THESE OFFICIAL RULES.

- 13. LICENSE TO USE OF ENTRIES:** By submitting an entry, and to the extent allowed by law, you grant the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your entry, name, photo, tweet, retweet, comment and/or post and biographical material including, but not limited to, all materials submitted in connection with the

Sweepstakes in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

14. **NFL ENTITIES.** The National Football League, its member professional football clubs (other than the New York Football Giants), NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the “NFL Entities”) will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.
15. **PRIVACY POLICY.** Entrants may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor’s privacy policy which is available at <https://www.giants.com/news/giants-website-privacy-policy>. Any questions regarding privacy matters should be directed to the following address as set forth in the Sponsor’s Privacy Policy: **New York Football Giants, Inc., 1925 Giants Drive, East Rutherford, NJ 07073, ATTENTION: Nilay Shah.**
16. **GENERAL CONDITIONS:** By participating, each entrant agrees:
 - a. To abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Sweepstakes;
 - b. That the Released Parties have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose;
 - c. That Sponsor assumes no responsibility for any damage to an entrant’s or any other person’s computer system or wireless phone which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature;
 - d. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor’s control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein.
 - e. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes.
 - f. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select a winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant’s sole and exclusive remedy under such circumstances.

- g. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor.
- h. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

17. DISPUTES: EXCEPT WHERE PROHIBITED BY LAW, AND AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT:

- a. ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY STATE OR FEDERAL COURTS SITUATED IN THE STATE OF NEW JERSEY;
- b. ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEY'S FEES;
- c. NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS (COLLECTIVELY, "SPECIAL DAMAGES") MAY BE AWARDED, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH DAMAGES MULTIPLIED OR INCREASED.
- d. (1) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY PRIZES AWARDED, SHALL BE RESOLVED EXCLUSIVELY BY FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND HELD AT THE AAA REGIONAL OFFICE NEAREST THE SPONSOR; (2) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND (3) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.
- e. IF ANY SUCH PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE, THESE RULES SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR UNENFORCEABLE PROVISION WAS NOT CONTAINED THEREIN.

18. CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of New Jersey. Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a state court located in Bergen County, New Jersey or federal court located in Newark, New Jersey.

19. WINNER'S NAME: For the name of the winner (available after 10/16/19), send an email no later than 10/23/19 to mgarguilo@teamdigital.com with the phrase **New York Football Giants Retweet Sweepstakes Winner's List** written in the subject line of the email.

20. **SPONSOR'S RESERVED RIGHTS.** Sponsor reserves the right to correct clerical or typographical errors in any promotional materials.
21. **SPONSOR:** New York Football Giants, Inc., 1925 Giants Drive, East Rutherford, NJ 07073.