

SAN FRANCISCO FORTY NINERS
8 A.M. SCAVENGER HUNT CONTEST

OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN

1. **ELIGIBILITY:** The San Francisco Forty Niners 8 A.M. Scavenger Hunt Contest (the “Contest”) is open only to entrants who are legal residents of the United States who are 18 years of age or older. Entrants must be located in one of the 50 United States or the District of Columbia to be eligible. Employees of the National Football League, its member clubs, including without limitation, the Sponsor, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, and each of their respective parents, subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the “NFL Entities”) or other companies associated with the promotion of the Contest, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations and is void in Puerto Rico and where prohibited.
2. **SPONSOR:** The Contest is sponsored by Forty Niners Football Company LLC (the “Sponsor”).
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes entrant’s full and unconditional agreement to and acceptance of these official rules (“Official Rules”) and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **ENTRY PERIOD:** The Contest runs from 8:00 am PT on January 17, 2020 until 9:00 am PT on January 17, 2020 (the “Entry Period”). Entries that are submitted before or after the Entry Period will be disqualified. Notwithstanding the foregoing, the Entry Period shall close once all Prizes are claimed (i.e., once a total of ten (10) winners have been determined).
5. **HOW TO ENTER:** There is no purchase necessary to enter or win. Approximately 15-30 minutes before the beginning of the Entry Period, the official San Francisco 49ers mobile application (the “App”) will issue a “push” notification (the “Notification”) to App users who have enabled push notifications for the App, which notification shall include a password (the “Password”). At or around the beginning of the Entry Period, the official San Francisco 49ers Twitter Account (“@49ers”) will then post at least one (1) tweet with a clue describing the entry location (the “Entry Location”).

TO ENTER, AN ENTRANT MUST:

- (A) Download the App on the entrant's phone, which is available at <https://apps.apple.com/us/app/san-francisco-49ers/id395859078> (Apple iOS) or <https://play.google.com/store/apps/details?id=com.yinzcam.nfl.sf&hl=en> (Android);
- (B) Enable "push" notifications for the App;
- (C) appear at the Entry Location during the Entry Period and show the Password to Sponsor's representative who will be posted at the Entry Location and who will be identifiable by wearing a San Francisco 49ers flag and an official Levi's Stadium credential.

THERE IS A LIMIT OF ONE (1) ENTRY PER PERSON. FURTHER, THERE IS A LIMIT OF ONE (1) ENTRY PER PERSON ACROSS EACH OF THE 8 A.M. SCAVENGER HUNT CONTEST, THE 10 A.M. SCAVENGER HUNT CONTEST, THE 11 A.M. SCAVENGER HUNT CONTEST, AND THE 2 P.M. SCAVENGER HUNT CONTEST, IN EACH CASE, HELD ON JANUARY 17, 2020. YOU MAY NOT WIN MORE THAN ONE OF THESE FOUR CONTESTS.

SPONSOR IS NOT RESPONSIBLE FOR ANY TECHNICAL, NETWORK OR OTHER ISSUES OR ERRORS RESULTING IN ANY ENTRANT'S INABILITY TO COMPLETE THE ENTRY, WHETHER OR NOT SUCH ISSUES OR ERRORS ARISE FROM THE APP.

Sponsor Ownership of Entries: All entries and materials submitted to Sponsor in connection with the promotion (collectively, "Entry Materials"), along with all copyright, trademark and other proprietary rights associated therewith, become the property of Sponsor upon submission, and Entry Materials will not be returned to any entrant. Without limiting the generality of the foregoing, entrant acknowledges that Sponsor will own all rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and noncommercially exploit the Entry Materials in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to entrant or any other person or entity. Entrant agrees to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's ownership rights as set forth above in this paragraph.

Original Work of Authorship. Entrant hereby warrants and represents that (a) he/she owns all rights to all Entry Materials submitted by entrant; and (b) all such Entry Materials are original works of authorship on entrant's part and have not been copied, in whole or in part, from any other work and do not violate, misappropriate or infringe any copyright, trademark or other proprietary right of any other person or entity.

6. **SELECTION CRITERIA:** The Sponsor will select Ten (10) winners. The winners, and the order thereof, shall be determined by the order of entrants who successfully enter the Contest as outlined in Section 5 above. If a potential winner cannot be reached at time of first contact or is not eligible or does not wish to accept the Prize (as defined below), the Sponsor may disqualify that potential winner and select an alternate potential winner in his/her place from the remaining entries received.

IN THE EVENT OF A “TIE” BETWEEN OR AMONG TWO OR MORE ENTRANTS, THE SPONSOR SHALL BE ENTITLED TO DETERMINE THE ORDER OF WINNERS IN ITS SOLE DISCRETION, INCLUDING (BUT NOT LIMITED TO) BY WAY OF A COIN FLIP, DRAWING LOTS OR OTHER SIMILAR METHOD.

7. **REPRESENTATIONS AND WARRANTIES:** By participating in the Contest, entrant each agree to the rules herein and represent and warrant that his or her submission does not defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third party’s personal or proprietary rights.
8. **REQUIREMENTS OF POTENTIAL WINNERS:** A potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the “Affidavit/Release”) where permitted by law within forty-eight (48) hours of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, he/she will be disqualified and an alternate entrant may be selected in his/her place.
9. **PRIZES:** There shall be a total of ten (10) winners and a total of ten (10) prizes (each, a “Prize”), as outlined below. The order of the winners shall be determined by the order in which entrants successfully submit their eligible entries as outlined in Section 5 above.
- a. First Winner – two (2) tickets to the San Francisco 49ers home NFL game on January 19, 2020, with a total approximate retail value (“ARV”) of \$466.
 - b. Second Winner – one (1) autographed mini helmet, with ARV of \$300;
 - c. Third Winner – one (1) San Francisco Forty Niners hat, with ARV of \$33;
 - d. Fourth Winner – one (1) San Francisco Forty Niners hat, with ARV of \$33.

- e. Fifth Winner – one (1) San Francisco Forty Niners hat, with ARV of \$30.
- f. Sixth Winner – one (1) San Francisco Forty Niners hat, with ARV of \$30.
- g. Seventh Winner – one (1) San Francisco Forty Niners giveaway bag, with ARV of \$75.
- h. Eighth Winner – one (1) San Francisco Forty Niners giveaway bag, with ARV of \$75.
- i. Ninth Winner – one (1) San Francisco Forty Niners giveaway bag, with ARV of \$75.
- j. Tenth Winner – one (1) San Francisco Forty Niners giveaway bag, with ARV of \$75.

All prize details will be determined by the Sponsor in its sole discretion. Prizes are not transferable or refundable and must be accepted as awarded by Winner, unless authorized in writing by Sponsor. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. Winner is responsible for all costs and expenses associated with prize acceptance and use not listed above as being provided, including but not limited to meals, incidentals, ground transportation, souvenirs, taxes, fees, surcharges. Prizes will be reported as income to the Winner and the Winner will be responsible for all federal, state and local taxes associated with the receipt of any prize.

- 10. **PRIVACY AND PUBLICITY:** All information submitted by entrants in the Contest will be treated according to Sponsor's Privacy Policy, available at <http://www.49ers.com/about-us/privacy-policy.html>, and CCPA Notice, available at <https://www.49ers.com/about-us/ccpa-notice>. Except where prohibited, participation in the Contest constitutes an entrant's consent to the Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration. Furthermore, participation in the contest constitutes and entrant's assignment of any rights in the entry to the Sponsor, including, by way of example only, any copyright or artist's rights.
- 11. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the

Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) award the prize from among the eligible entries received up to the time of the impairment in accordance with the criteria outlined in Section 6. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

12. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Contest, entrants agree to release and hold harmless the Sponsor, the NFL Entities, and each of their parent, officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) any error that may prevent an entrant from submitting an entry; (b) unauthorized human intervention in the Contest; (c) printing errors; (d) lost or late entries; (e) errors in the administration of the Contest or the processing of entries; (f) alleged or actual violations of rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional; (g) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; or (h) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize, whether under a theory of contract, tort (including negligence), warranty or other theory. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
13. **IF ENTRANT IS A CALIFORNIA RESIDENT, ENTRANT WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY" (OR ANY EQUIVALENT STATUTORY PROVISION WITH A SIMILAR IMPORT OR INTENT). IF**

ENTRANT IS A RESIDENT OF A STATE OTHER THAN CALIFORNIA, ENTRANT EXPLICITLY WAIVES THE TERMS AND PROTECTIONS OF ANY STATUTE OF HIS/HER STATE THAT HAS A SIMILAR IMPORT OR INTENT.

14. **DISPUTES: EXCEPT WHERE PROHIBITED,** any controversy, claim or dispute arising out of this Contest (including without limitation any controversy, claim or dispute arising from entrant's dealings with third-party sponsors for products and/or services promoted in, awarded in, linked or otherwise associated with the Contest (each such third-party sponsor, a "Third Party Sponsor")) (collectively, "Claims") shall be resolved by final and binding arbitration. Such arbitration shall take place in Santa Clara County, California, and shall be administered by a single arbitrator pursuant to the JAMS Comprehensive Arbitration Rules and Procedures. The Contest shall be governed under the laws of the State of California, without regarding to conflicts of law principles to the contrary. In order to keep costs down for both Sponsor and entrant, hearings may, at Sponsor's request, be conducted telephonically or entirely upon submissions. Entrant expressly consents to the exercise of jurisdiction and venue by the state and federal courts located in Santa Clara County, California. In addition to the above, entrant waives the right to bring any Claim as a class action, consolidated, multi-district or collective action, or private attorney general action. Entrant also agrees not to participate in any class action, consolidated, multi-district or collective action, or private attorney general action regarding any Claim. If Sponsor prevails in any arbitration or proceeding hereunder, Sponsor shall be entitled to recover, in addition to all other available legal and equitable relief, its legal costs, including attorneys' fees. Entrant acknowledges and agrees that each Third Party Sponsor will be deemed a "Sponsor" and a third-party beneficiary of the terms and conditions set forth in this paragraph.
15. **CONTEST RESULTS:** To request a winners list, send a self-addressed, stamped envelope to: San Francisco Forty Niners 8 A.M. Scavenger Hunt Contest, 4949 Marie P. DeBartolo Way, Santa Clara, CA 95054. Requests must be received within three (3) weeks of the end of the Entry Period. VT residents omit postage.
16. **SEVERABILITY:** These Official Rules for the Contest are severable, and if any portion is determined invalid or unenforceable by a body of competent jurisdiction, the remaining portions will remain valid, enforceable and in effect to the fullest extent consistent with applicable law.