

2020 NEW ENGLAND PATRIOTS FAN OF THE YEAR CONTEST PRESENTED BY BANK OF AMERICA

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. Contest: 2020 New England Patriots Fan of the Year Contest presented by Bank of America (this "Contest").
2. Contest Period: This Contest begins at 9:00 a.m. (Eastern Time) on Wednesday, July 1, 2020 and ends at 9:00 a.m. (Eastern Time) on Monday, November 16, 2020 (the "Contest Period").
3. Rules: These Official Contest Rules, together with the **General Rules** for all sweepstakes and contests sponsored by any of the Kraft Group Companies, comprise the entire set of Official Rules governing the Contest.
4. Eligibility: Contest open only to individual legal residents of Massachusetts, Rhode Island, Connecticut, Maine, New Hampshire and Vermont who have attained the age of majority in their jurisdiction of residence as of the date of entry into the Contest. Employees of Sponsor, Bank of America Corporation, and each of their respective affiliates, officers, directors, employees, agents, advertising, public relations and promotion agencies, the judges, and members of each of their immediate families (i.e. spouses, parents, children and siblings, and their respective spouses) and those living in the same household of each are not eligible to enter.
5. How to Enter: There is one (1) method of entry for the Contest: Online. To enter, visit www.patriots.com/fans/fan-of-the-year, follow the on-screen instructions to the Fan of the Year contest entry page, and submit your entry during the Contest Period.

All photo, video and essay submissions by entrants must showcase their extreme passion and dedication to the Patriots, as well as how they bring their love of the team into local communities through philanthropic and social awareness activities.

No illegible, incomplete, forged, or altered entries will be accepted. Limit: One (1) entry per person during the Contest Period, regardless of the method of entry, and regardless if the entry is a photo, video or essay. Entries will not be acknowledged or returned.

6. Submission Guidelines. By submitting a photo, video, or essay, entrant represents (i) that the photo, video, or essay is his or her original work, and (ii) that such photo, video or essay does not infringe upon any third party's proprietary or other rights. Upon entry, entrant unconditionally assigns and transfers to Sponsor any and all rights which entrant now has or may in the future have to such photo, video, or essay including without limitation, the copyright therein, in any medium whatsoever. Sponsor will have the unrestricted right to use, publish, reproduce, display or otherwise distribute the photo, video or essay however Sponsor deems fit without further approval of, or payment to, the entrant. Submissions shall **NOT**:

- a. Include trademarks, logos, or copyrighted material not owned by entrant or used without permission (such as company names, music, photographs, works of art or images published on or in websites, television, movies or other media), other than the trademarks and logos of the New England Patriots;
- b. Reveal any personal information about an individual, including such person's name, address, phone number, or email address, or any other information that may be used to track, contact, or impersonate that individual;
- c. Contain profanity, pornographic, or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind, or any other offensive, indecent, obscene, illegal or inappropriate content;
- d. Defame, misrepresent or contain disparaging remarks about other people or companies; or
- e. Contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living or dead, without permission.

Photos, videos or essays that do not comply with these Official Rules will be disqualified from the Contest. Sponsor reserves the right to remove or delete any photos, videos or essays that violate these Official Rules, to be determined in the Sponsor's sole discretion. Entrant shall defend and indemnify Sponsor and its affiliates for any costs and expenses incurred in connection with claims or suits relating to entrant's submission.

7. Prizes and Odds: Odds of winning depend on the number of eligible entries received.

<i>Prize</i>	<i>No. of Winners of Each Prize</i>	<i>Prize Description*</i>	<i>Approximate Retail Value</i>
Semi-Finalist 1	1	Prize package consisting of: <ul style="list-style-type: none"> • Two (2) tickets and two (2) pre-game field passes to the New England Patriots v. Las Vegas Raiders game on September 27, 2020 at Gillette Stadium • One (1) \$100.00 Patriots ProShop gift card 	\$1,010.00
Semi-Finalist 2	1	Prize package consisting of: <ul style="list-style-type: none"> • Two (2) tickets and two (2) pre-game field passes to the New England Patriots v. San Francisco 49ers game on October 25, 2020 at Gillette Stadium • One (1) \$100.00 Patriots ProShop gift card 	\$1,010.00
Semi-Finalist 3	1	Prize package consisting of: <ul style="list-style-type: none"> • Two (2) tickets and two (2) pre-game field passes to the New England Patriots v. Arizona Cardinals game on November 29, 2020 at Gillette Stadium 	\$1,010.00

		<ul style="list-style-type: none"> One (1) \$100.00 Patriots ProShop gift card 	
Grand Prize	1 (from among the Three Semi-Final winners)	Prize package consisting of: <ul style="list-style-type: none"> Two (2) tickets and two (2) pre-game field passes to the New England Patriots v. New York Jets game on January 3, 2021 at Gillette Stadium One (1) customized Patriots "Fan of the Year" jersey Two (2) tickets to all New England Patriots preseason and regular season home games during the 2021 NFL Season 	\$4,840.00
Total Approximate Retail Value of All Prizes			\$7,870.00

* Any other costs associated with the prize, including but not limited to parking, transportation, accommodations, and concessions, are not included in the prize. Sponsor reserves the right to substitute prizes of equal or greater value in the event any advertised prize becomes unavailable. Patriots game dates and times are subject to change by the NFL.

8. Selection of Winner: Three (3) Potential Semi-Finalist Winners will be selected by judges from all eligible entries received during the Contest Period. Each of the three (3) semi-finalists' videos, pictures, and/or essays will be scored according to the following criteria (a) Passion and Devotion to the Patriots (40%), (b) Dedication and Commitment to the Community (35%), (c) Appropriateness to Subject Matter (15%) and (d) Sincerity (10%).

One potential Semi-Finalist Winner will be selected on or around September 14, 2020, October 12, 2020 and November 16, 2020. Potential Semi-Finalist Winner(s) will be contacted via phone or email within seven (7) days from selection. If winner(s) cannot be contacted, alternate Semi-Finalist Winner(s) will be selected by judges based upon the same criteria.

The September 14, 2020 Semi-Finalist Winner will be announced at the September 27, 2020 New England Patriots home game; the October 12, 2020 Semi-Finalist Winner will be announced at the October 25, 2020 New England Patriots home game; and the November 16, 2020 Semi-Finalist Winner will be announced at the November 29, 2020 New England Patriots home game.

From the three (3) Semi-Finalist Winners, the Sponsor will select one (1) Grand Prize Winner whose submission scores the highest (using the above criteria). The Grand Prize Winner will be selected on or around December 15, 2020. Judges decisions are final on all matters relating to this Contest.

The Grand Prize winner will be notified via telephone and must be present at the January 3, 2021 New England Patriots home game in order to accept the Grand Prize. Semi-Final

prizes will be mailed to the Semi-Final winners at the address provided at time of entry. Prize winners may be required to complete and return a prize acceptance form including mutually agreeable liability release and publicity release on-site.

9. **Winner List:** To obtain a list of prize winners, send a self-addressed, stamped envelope to the Sponsor at the address listed below. Requests must be received within two (2) weeks of the close of the Contest Period and must include the name of the Contest.
10. **Questions:** If you have any questions regarding this Contest, send an email to fanoftheyear@Patriots.com with the phrase "Contest Question - 2020 Fan of the Year" written in the subject line of the email.
11. **Sponsor:** New England Patriots LLC, One Patriot Place, Foxborough, MA 02035.

Abbreviated Rules

2020 New England Patriots Fan of the Year Contest presented by Bank of America
NO PURCHASE NECESSARY TO ENTER OR WIN. Void where prohibited or restricted by law. Must be legal resident of MA, RI, CT, ME, NH or VT and age of majority in jurisdiction of residence to enter. This Contest begins at 9:00 a.m. (Eastern Time) on July 1, 2020, and ends at 9:00 a.m. Eastern Time on November 16, 2020. For official rules, visit www.patriots.com/fans/fan-of-the-year

GENERAL RULES

1. No Purchase Necessary: **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**
2. Conflict Between Rules: These General Rules shall apply to all sweepstakes and contests sponsored by any of the Kraft Group Companies, unless modified or superseded by the rules written for a specific sweepstakes or contest (the "Official Promotion Rules"). In the event that any provision of the Official Promotion Rules conflicts with any provision of the General Rules provided herein, the terms of the Official Promotion Rules shall prevail with respect to such matter. Each Sponsor or Administrator (as defined in the Official Promotion Rules) reserves the right in its sole discretion to interpret the rules of any sweepstakes or contest, and such interpretation shall be binding upon all participants. The Official Promotion Rules and the General Rules may be referred to collectively as the "Official Rules" for a sweepstakes or contest.
3. Entries: Limit of one (1) entry per person per Promotion, or if applicable, per prize period within a single Promotion. No illegible, incomplete, forged or altered entries will be accepted. Entries will not be acknowledged or returned. Any person who attempts to participate with multiple e-mail and/or street addresses, under multiple identities or uses any device or artifice to submit multiple entries in violation of the entry limitation will be disqualified. In case of dispute, an on-line entry will be deemed made by the authorized account holder of the e-mail address used to submit entry or otherwise associated with the online or social media account used to submit the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Proof of submission of an entry does not constitute proof of receipt.
4. Selection of Winners: Winners of a sweepstakes will be determined from all eligible entries received in a random drawing held as soon as practicable after the close of the sweepstakes period, and usually within approximately three (3) days. Judges' decisions are final on all matters relating to the sweepstakes. Winners will be notified by telephone or email, at Sponsor's sole discretion. In the event that a Promotion has multiple prize periods, entrants may enter during more than one prize period, but winners will not be eligible to win prizes in subsequent prize periods and non-winning entries will NOT be carried forward to subsequent prize period drawings. Winners of a contest will be selected according to the Official Promotion Rules.
5. Prizes and Odds: Odds of winning depend upon the number of eligible entries received for each sweepstakes. The prizes will be awarded (assuming eligible entries are received). Sponsor reserves the right to substitute prizes of equal or greater value in the event any advertised prize becomes unavailable. In the event that the approximate retail value of a prize as advertised in the Official Rules exceeds the actual retail value at the time the prize is awarded, winner shall not receive any difference in value. Unless specifically stated in the prize description, winner is responsible for all costs and fees associated with the prize, including but not limited to transportation and accommodations.
6. Prize Delivery. Taxes and fees, if any, are the sole responsibility of prize winners. No other substitution or transfer of prizes permitted. Sponsor responsible only for prize delivery; not responsible for prize utility, quality or otherwise.

7. **Eligibility:** Sweepstakes and contests only open to individual legal residents of the United States who have attained the age of majority in their jurisdiction as of the date of entry into the sweepstakes or contest. Employees of the Kraft Group Companies, their respective affiliates, officers, directors, employees, agents, advertising, public relations and promotion agencies, the judges, and members of each of their immediate families (i.e., spouses, parents, children and siblings, and their respective spouses) and those living in the same household of each are not eligible to enter.
8. **Verification of Winners and Delivery of Prizes:** Each Winner may be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release. Prize may be awarded to an alternate winner if affidavit/release(s) is not returned within three (3) days of the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner, time permitting. Return of any prize or prize notification as undeliverable may result in forfeiture of the prize and selection of an alternate winner. 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.
9. **Choice of Law and Disputes.** This sweepstakes or contest is void outside of the United States, and where prohibited or restricted by law, and is subject to all applicable federal, state and local laws and regulations. This sweepstakes or contest will be governed by the internal laws of the Commonwealth of Massachusetts without regard to principles of conflicts of laws. Any and all legal actions or claims arising in connection with this sweepstakes or contest must be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts. Except where prohibited by law, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this sweepstakes or contest 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 Boston, MA, (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees, (iii) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"), and (iv) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
10. **Miscellaneous:** Sponsor and judges not responsible for late, lost, stolen, damaged, garbled, incomplete, misaddressed, postage due, or misdirected entries, mail or communications, for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Further, Sponsor and judges not responsible for 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. The use of automated software or computer programs to enroll or to enter the sweepstakes or contest is prohibited and any individual who uses or attempts to use such methods to enroll or to enter will be disqualified. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this sweepstakes or contest, and reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this sweepstakes or contest 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 the sweepstakes or contest. 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 which are not affected by the problem. Sponsor reserves the right, at its sole discretion, to disqualify any entrant (and all of his or her sweepstakes or contest entries) from this sweepstakes or contest 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, misconduct, or other action that affects the integrity of the sweepstakes or contest. For contests that involve voting open to the general public, the use of “vote-swapping” or “vote trading” websites (including but not limited to Facebook pages) shall constitute an action that affects the integrity of the contest, and any entrant or voter that utilizes such a website is subject to disqualification. Without limiting the foregoing, use of script, macro or any device to automate voting, hiring outsourced vote-farming services, paying for votes, or engaging in any other conduct deemed inappropriate, disruptive or unsportsmanlike, as determined by Sponsor in its sole discretion, is prohibited, and any entries or votes received through such means will be void. Any attempt by any voter or entrant to submit or solicit more than the stated number of votes by using multiple/different email addresses, Facebook IDs, identities or any other method will void that person’s votes and entry (if any), and he/she may be disqualified from further voting or other participation in the contest. Sponsors reserve the right to correct clerical or typographical errors, and reserve the right to change the Official Promotion Rules or General Rules to reflect non-material updates to the sweepstakes or contest.

11. **Conditions of Participation.** By participating in this sweepstakes or contest, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges and warrants that s/he is eligible to participate in this sweepstakes or contest. By participating, to the extent allowed by applicable law, entrants hereby release and agree to hold harmless the Kraft Group Companies, Bank of America Corporation and each of their directors, employees, officers, and agents, including without limitation, their advertising and promotion agencies (collectively, the “Kraft Group Parties”), from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prize or participation in any prize-related activities.
12. **CAUTION. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES OR CONTEST 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.**
13. **Indemnification.** Entrant agrees to indemnify and hold Sponsor and its affiliated companies harmless from any claims, losses, damages, liabilities, including attorney’s fees, arising out of or relating to entrant’s participation or involvement with the contest or sweepstakes, including but not limited to entrant’s alleged violation of the rights of any other person or entity. Sponsor reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which entrant is required to indemnify Sponsor, and entrant agrees to cooperate with Sponsor’s defense of such claims.
14. **Privacy Policy:** Entrants may receive email correspondence from, or on behalf of Sponsor, subject to Sponsor’s privacy policy. Any questions regarding privacy matters should be directed to the address set forth in the Official Promotion Rules for important information regarding the collection, use and disclosure of personal information by Sponsor.
15. **Kraft Group Companies:** As used herein, “Kraft Group Companies” shall refer to New England Patriots LLC, Kraft Sports and Entertainment LLC, NPS LLC, NPP Development LLC, CBS Scene Patriot Place, LLC, and Kraft Soccer LLC. “Kraft Group Company” shall refer to any one of the Kraft Group Companies.