LOS ANGELES CHARGERS "TRAIN WITH BOLT" PROMOTION OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. VOID WHERE PROHIBITED OR RESTRICTED. PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM. AS A CONDITION TO ENTERING THIS CONTEST, YOU RELEASE INSTAGRAM FROM ALL LIABILITY.

The LA Chargers "Train With Bolt" Promotion (the "Promotion") is sponsored by the CHARGERS FOOTBALL COMPANY, LLC (the "Sponsor"). For the purposes of the Promotion and these Official Rules, "Sponsor" shall include Sponsor's affiliates and related companies, including without limitation, its owners, members, parent, sister and subsidiary companies, retailers, franchisees, advertising, promotion and fulfillment agencies, suppliers of material and services related to the Promotion, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Promotion and each of their respective officers, directors, employees, agents, and other authorized representatives.

- 1. **PROMOTION PERIOD**. The Promotion starts on August 12, 2020 at 12:00 p.m. PDT and ends on August 16, 2020 at 11:59 a.m. PDT (the "<u>Promotion Period</u>"). Entries for the Grand Prize (as defined below in <u>Section 5</u>) must be received by August 16, 2020 at 11:59 a.m. PDT (the "<u>Entry Deadline</u>").
- 2. **ELIGIBILITY**. All participants must (a) be at least 18 years of age or older; (b) possess a valid form of U.S. government-issued identification; and (c) be a legal resident of the State of California during the Promotion Period (each, an "Entrant"). All applicable federal, state, and local laws and regulations apply. The Promotion is void where prohibited or restricted. Excluded from eligibility are (x) officers, directors, employees, agents and representatives of Sponsor, including any members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives of Sponsor; and (y) any individuals who have won a prize from Sponsor during the six (6) month period immediately prior to the commencement of the Promotion Period (collectively above, the "Eligibility Criteria").

3. **PRIZE INFORMATION**.

(a) <u>Grand Prize</u>. Sponsor shall award five (5) grand prizes in accordance with these Official Rules, which will consist of: a Lazy Dog Restaurants Pepper's Pack Play Pack (the "Grand

<u>Prize</u>") containing selected treats and/or merchandise for pets (as selected by Lazy Dog Restaurant). Lazy Dog Restaurant is not a sponsor of this Promotion.

The approximate retail value of each Grand Prize as of the date of publication of these Official Rules is \$35.00 ("<u>ARV</u>"). The ARV may be subject to change. Any difference between the ARV and the actual value will not be paid to the Grand Prize Winner (as defined below in <u>Section 5</u>).

- (b) <u>Prize Fulfillment</u>. The Grand Prize Winner (defined below) will receive the Grand Prize within a reasonable time after August 16, 2020. Due to the current and ongoing circumstances of the Covid-19 pandemic, prize items will be fulfilled when reasonably available and in coordination with Grand Prize Winner.
- 4. **HOW TO ENTER.** NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. An individual meeting the Eligibility Criteria may enter the Promotion during the Promotion Period prior to the Entry Deadline by logging into his/her Instagram account (must be made public) and posting a video showcasing his/her dog doing a trick or command. For the caption of each posted video, enter any appropriate descriptive text and tag @Chargerspup using the hashtag #TrainwithBolt. Collectively the video and associated text are your "Entry". After user submission is approved by the Sponsor, based on compliance with the "Requirements of Entries" listed below, the entry may appear in a public gallery if Sponsor displays a public gallery (Sponsor is not obligated to display a public gallery).
- (a) By submitting an entry, Entrant confirms that he or she (as applicable) has read, understands and agrees to abide by these Official Rules. Each entry must adhere to the Eligibility Criteria listed above and the Requirement of Entries or such entry will be void and ineligible for entry into the Promotion. All entries must be received during the Promotion Period and prior to the Entry Deadline identified in Section 3 above. Limit one (1) entry per person per day.
- (b) By submitting an Entry, Entrant hereby grants permission for the Entry to be posted on the Sponsor's website or other websites. Entrant agrees that Sponsor is not responsible for any unauthorized use of Entries by third parties. Sponsor does not guarantee the posting of any Entry. By submitting an Entry, Entrant represents and warrants that the work submitted is original to the Entrant and that neither it nor its contents infringes upon or violates the rights of any third party. If the Entry includes likenesses of third parties or contains elements not owned by you, you must be able to provide legal releases for such use in a form satisfactory to Sponsor, or the Entry will be disqualified. Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.
- (c) <u>Requirement of Entries</u>: Entries may not contain, as determined by Sponsor in its sole discretion, any content that:
 - Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
 - Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
 - Is obscene or offensive; endorses any form of hate or hate group;

- Appears to duplicate any other submitted entries;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- Contains any individual other than the entrant and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.
- (d) By tagging @Chargerspup using the hashtag #TrainwithBolt to submit an Entry, Entrant agrees to be bound by these Official Rules and grants Sponsor a non-exclusive, fully paidup and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate the Entry, including without limitation the right to distribute all or part of the Entry in any media formats through any media channels. By submitting an Entry, Entrant consents to the use, by Sponsor, its affiliates, subsidiaries, parents, and designees, of your name, likeness, and image, in connection with Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. Entrant agrees that this consent is perpetual and cannot be revoked. For uses beyond the consent that Entrant grants above, Entrant agrees that Sponsor's use of Entrant's personal data will be governed by Sponsor's Privacy Policy available at www.chargers.com/privacy-policy.
- 5. **HOW TO WIN**. The five winners of the Grand Prize ("the "Winners") will be chosen by a judging panel selected by Sponsor. The judging panel will rate each entry and select Winners based on the following criteria: (1) performance of the trick or command; (2) passion, enthusiasm, and fandom for the Los Angeles Chargers; (3) style, quality, uniqueness, and creativity of submission. Selection will take place within seven (7) days of the Entry Deadline in Costa Mesa, California from all eligible entries that are timely received by Sponsor or its designee (the "Selection Date"). Entries that do not contain all required entry information, do not meet the Requirements for Entries, or are considered inappropriate for any reason are not eligible.
- 6. **INSTAGRAM RELEASE AND DISCLAIMER**. Each entrant acknowledges and agrees that this Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. By entering the Promotion, each entrant hereby releases and agrees to hold harmless Instagram completely from any liability in respect of the Promotion. Any questions, comments or complaints regarding the Promotion will be directed to Sponsor and not Instagram.

7. WINNER NOTIFICATION AND PRIZE CLAIM CONDITIONS.

- (a) The Entrants selected as the Grand Prize Winners ("<u>Winners</u>") in accordance with <u>Section</u> 5 above is subject to verification of eligibility and compliance with these Official Rules.
- (b) The Winners will be notified by Sponsor via Instagram. Each Winner will receive notification from @Chargers through their Instagram account within one (1) day of the Selection Date or as soon thereafter as reasonably practicable. Each Winner must reply to such notification within five days of the notification, or the respective prize will be forfeited and an alternate Winner may be selected.
- (c) Each Winner may be required to complete and return to Sponsor (or its authorized agent) a written affidavit of eligibility and compliance (including Winner's Social Security Number as may be required for tax reporting purposes) and a liability and publicity release (collectively, the "Release"), which Release, among other things, releases Sponsor from any liability in connection with this Promotion or the acceptance, possession, use or misuse of the prizes. If required, each Winner must return the Release to Sponsor within seven (7) days of the date of Sponsor's notification described in subsection (b) above.
- (d) Winners will be responsible for all taxes (federal, state, and local of all applicable jurisdictions) and all other expenses not otherwise specified in <u>Section 3</u> related to acceptance and use of any Prize. Any person winning \$600 or more worth of prizes from Sponsor in a calendar year will receive an IRS form 1099 after the end of the calendar year in which the prizes were awarded, and copy of such form will be filed with the Internal Revenue Service (IRS), or such other tax form as may be required by the laws of the jurisdiction in which the Winner resides. Winner shall complete all tax documentation required by the law of the jurisdiction in which the Winner resides ("<u>Tax Documentation</u>").
- (e) Disqualification, forfeiture, or termination may result in the event of any of the following: the return of a Winner notification as undeliverable; inability by Sponsor to reach the Winner or failure of the Winner to respond to Sponsor's notification in accordance with subsection (b) above; failure by Entrant to provide proof of eligibility (if requested), the Release documents, Tax Documentation or other required documentation in a timely manner; or other act, or failure to act, resulting in noncompliance by Entrant with these Official Rules. In the event of such disqualification, forfeiture, or termination, Sponsor may, at Sponsor's sole and absolute discretion, select an alternate eligible Winner at random from all remaining eligible entries received.

8. **GENERAL CONDITIONS**.

(a) The Grand Prize must be accepted as awarded and may not be substituted or redeemed for cash or otherwise; except that Sponsor reserves the right to substitute the Grand Prize or any element thereof for a prize of equal or greater monetary value, in cash or otherwise, at its sole discretion, if Grand Prize, or any component of the Grand Prize, cannot be awarded for any reason. Sponsor will not replace any lost or stolen prizes, and if the Winner does not use the full value of the Prize, no refund will be provided.

- (b) Any attempt to exceed the maximum number of entries per person per day is a violation of these Official Rules and may result in disqualification. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.
- (c) Entrants assume all risk of lost, late, misdirected, incomplete, or illegible entries. Incomplete, corrupted, garbled, misdirected or otherwise illegible entries, or entries without contact information, or agreement to these Official Rules, are void and will not be accepted.
- (d) Sponsor reserves the right to disqualify fraudulent entries or entries suspected of being fraudulent, as determined by Sponsor in its sole discretion. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned.
- (e) By entering this Promotion, the Entrant is automatically opted in to receive promotional emails from the Sponsor.
- 9. LIMITATION OF LIABILITY AND RELEASES. BY PARTICIPATING IN THIS PROMOTION. ENTRANTS VOLUNTARILY AGREE THAT SPONSOR HAS NO LIABILITY WHATSOEVER FOR, AND ENTRANTS SHALL HOLD HARMLESS AND RELEASE SPONSOR, THE NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, AND EACH OF THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, OWNERS, MEMBERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS PROMOTION FROM ANY AND ALL LIABILITY FOR, ANY INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY ARISING FROM (A) ENTRY OR PARTICIPATION IN THIS PROMOTION, INCLUDING ACCESS TO AND USE OF THE PROMOTION WEBSITE; (B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY; OR (C) THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF A PRIZE, INCLUDING BUT NOT LIMITED TO LIABILITY FOR PERSONAL INJURY, BODILY INJURY (INCLUDING WRONGFUL DEATH), DAMAGE TO PROPERTY, AND DAMAGE OR LOSS OF ANY OTHER KIND. SPONSOR IS NOT RESPONSIBLE FOR PRIZE QUALITY OR UTILITY, AND MAKES NO WARRANTIES, DIRECT OR IMPLIED, RELATIVE TO THE QUALITY OR UTLITY OF ANY PRIZE.

SPONSOR IS NOT RESPONSIBLE FOR ANY UNDELIVERED NOTIFICATIONS OR E-MAILS, INCLUDING WITHOUT LIMITATION NOTIFICATIONS THAT ARE NOT RECEIVED BECAUSE OF A POTENIAL WINNER'S PRIVACY OR OTHER SETTINGS WHICH MAY DIVERT ANY NOTIFICATION OR OTHERWISE PRECLUDE CONTACTING ENTRANT, INCLUDING ANY WINNER NOTIFICATION.

Without limiting the foregoing, Sponsor shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Promotion website users, or by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of submissions in the Promotion; (b) lost, interrupted, or

unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Promotion; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

- 10. GOVERNING LAW AND DISPUTES, BINDING ARBITRATION. Entrants expressly consent and agree that any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any other event whatsoever respective to the relationship between Sponsor and Entrant (each, a "Claim"), are to be settled by final and binding arbitration in accordance with the rules of JAMS before a single arbitrator in the State of California, County of Orange, pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, et seq. Any and all Claims shall be resolved individually, without resort to any form of class action; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If any of this arbitration provision is deemed to be invalid, unenforceable or legal, or otherwise conflicts with the rules of JAMS, then the balance of this mandatory arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. Any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, and in no event shall include attorneys' fees. In addition, under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with the Promotion, will be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.
- 11. **PRIZE WINNER'S INFORMATION**. A list of the Winner may be obtained by sending a self-addressed stamped envelope to "Train With Bolt Promotion" 3333 Susan Street, Costa Mesa, CA 92626.
- 12. **PERSONAL INFORMATION & PUBLICITY**. Sponsor and its authorized agents will collect, use, and disclose the personal information provided by Entrant for the purposes of administering the Promotion and prize fulfillment. By entering this Promotion, Entrants consent to such collection, use, and disclosure of Entrant's personal information as described herein and in the Sponsor's Privacy Policy at: http://www.chargers.com/privacy-policy.

By accepting the Grand Prize described herein, Winner agrees to Sponsor's perpetual, royalty-free and unconditional use of his/her name, city/state/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Promotion in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, except where prohibited by law.

13. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY. Sponsor reserves the right to suspend or modify this Promotion, or these Official Rules, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole opinion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Promotion, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Promotion, or any portion thereof; (b) modify or suspend the Promotion, or any portion thereof, to address the impairment and then resume the Promotion, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.