

2020 KICKOFF WEEK 7 WAYS TO WIN CONTEST
PRESENTED BY MATTRESS FIRM
OFFICIAL RULES

1. **NO PURCHASE NECESSARY:** Void where prohibited. Subject to applicable federal, state and local laws.
2. **ELIGIBILITY:** Contest is open only to legal residents of the United States who are 18 years of age or older. Employees of any of Houston NFL Holdings, L.P. (the “Texans” or “Sponsor”), the National Football League (the “NFL”), Mattress Firm, Inc. (“Mattress Firm”) and each of their respective subsidiaries, affiliates, franchisees and advertising/promotional agencies, and the immediate families and household members of each, are not eligible.
3. **HOW TO ENTER:** To enter the contest, eligible persons must complete the registration form on HoustonTexans.com. Only one entry per person.
4. **ENTRY PERIOD:** The entry period will begin on August 31, 2020 at 12:00 p.m. central time and end at 5:00 p.m. central time on September 10, 2020.
5. **SELECTING THE WINNERS:** From September 4, 2020 to September 10, 2020 a Texans employee will select one (1) winner each day out of all eligible entries received during the entry period. The winner(s) will be randomly selected. Each such selection by the Texans shall be final and binding and subject only to change as permitted by these Official Rules. Odds of winning are dependent upon the number of eligible entries received during the entry period.

The Houston Texans will contact the winner(s) via email and/or phone number provided upon contest entry.

6. **GENERAL CONDITIONS:** The sponsor of the Contest is Houston NFL Holdings, L.P., NRG Stadium, Two NRG Park, Houston, Texas 77054. The decisions of the Houston Texans are final in all matters. By entering the Contest, you agree to be bound by these Official Rules. By entering the Contest, you agree to the Texans’ and Mattress Firm’s use of your name, photograph, voice, likeness and demographic information in any manner and for any purpose in any media now known or hereafter developed, without additional compensation or your prior review, unless prohibited by law. Upon Sponsor’s request, each potential winner will be required to sign and return an affidavit of eligibility and publicity/liability release upon being notified that he or she is a potential winner. If the document is required and a potential winner does not sign and return the document, such potential winner will be disqualified from the Contest and Sponsor may, but is not obligated to, select a replacement winner from eligible entries received. Each potential winner may also be required to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning entry. Sponsor is not responsible for misdirected, incomplete, lost, late or illegible entries, technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer, tablet or phone transmissions or other errors or problems which may limit a participant’s ability to participate in the Contest or damage to a user’s system, tablet or phone as a result of participation

in the Contest or downloading of any information necessary to participate in the Contest. False or deceptive entries or acts, as determined by Sponsor in its sole discretion, will render the entrant ineligible. Sponsor reserves the right, in its sole discretion, to cancel or modify the Contest should any computer virus, malfunction or other cause beyond their control corrupt the administration, security or proper operation of the Contest. By entering the Contest, you agree that the Houston Texans may enter your name and contact information in their database and that the Houston Texans or their designees (e.g., Texans sponsors) have your permission to contact you with a list of other ways, from which you may choose, to be involved with the Houston Texans. If Contest registration is through the Houston Texans website, please also see the Houston Texans Privacy Policy (<http://www.houstontexans.com/about-us/privacy-policy.html>). Further, by entering the Contest, you agree that Mattress Firm may enter your name and contact information in its database and that Mattress Firm and/or its subsidiaries, affiliates, and/or consultants have your permission to contact you for marketing, consumer insight and other reasonable business purposes. Please also see the Mattress Firm, Inc. Privacy Policy (<http://www.mattressfirm.com/privacy-policy.html>).

7. **PRIZE(S):**

- September 4 (Day 1): Whataburger for a Year
Approximate Retail Value (ARV): \$200
- September 5 (Day 2): \$250 Shopping Spree to the newly renovated Houston Texans Team Shop at NRG Stadium
ARV: \$250
- September 6 (Day 3): One (1) Autographed Deshaun Watson Authentic Houston Texans Helmet
ARV: \$500
- September 7 (Day 4): Home Tailgating Party presented by Jameson
ARV: \$2500
*Winner of this Prize must be at least Twenty-One (21) years of age
- September 8 (Day 5): One (1) Autographed JJ Watt Houston Texans Jersey
ARV: \$500
- September 9 (Day 6): Papa John's Pizza for a Year
ARV: \$300
- September 10 (Day 7): Virtual Autographs presented by Houston Methodist
ARV: \$0

All expenses (except as otherwise specifically provided) are the sole responsibility of the winner. All applicable taxes on prizes are the sole responsibility of the winner.

8. **RELEASE:** By entering the Contest, entrants agree to release each of the Texans and the NFL and Mattress Firm, and each of their respective affiliates and franchisees, and their respective

directors, employees and agents, including without limitation, advertising and promotion agencies, of each, from any liability, loss or damage incurred in connection with or arising out of the Contest, or from his or her use, misuse or acceptance of a prize. BY ENTERING THE CONTEST, ENTRANTS FURTHER AGREE THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), NOT TO EXCEED \$100, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND EACH ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED \$100, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND EACH ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

9. **PRIZE RESTRICTIONS:** Prize(s) may not be substituted, transferred or redeemed for cash except at the sole discretion of Sponsor. In case of unavailability, Sponsor reserves the right to substitute a prize of equal or greater value.

10. **WINNERS LIST/OFFICIAL RULES:** For the winners list, send a self-addressed, stamped envelope to 2020 Kickoff Week 7 Ways to Win Contest Winners List, Houston Texans, Attn: Krista Murray, NRG Stadium, Two NRG Park, Houston, Texas 77054, on or before six (6) months after the end date of the entry period. For official rules, visit HoustonTexans.com or send a self-addressed, stamped envelope to 2020 Kickoff Week 7 Ways to Win Contest Official Rules, Houston Texans, Attn: Krista Murray, NRG Stadium, Two NRG Park, Houston, Texas 77054, on or before six (6) months after the end date of the entry period. Only one request per envelope.