# LOS ANGELES CHARGERS "MATHLETES" 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 SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH TWITTER OR INSTAGRAM. AS A CONDITION TO ENTERING THIS SWEEPSTAKES, YOU RELEASE TWITTER AND INSTAGRAM FROM ALL LIABILITY.

**The LA Chargers "Mathletes" Promotion** (the "<u>Promotion</u>") is sponsored by the CHARGERS FOOTBALL COMPANY, LLC (the "<u>Sponsor</u>"). 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 September 14, 2020 at 8:00 a.m. PT and ends on January 10, 2021 at 11:59 a.m. PT (the "<u>Promotion Period</u>"). Entries for the Grand Prize (as defined below in <u>Section 5</u>) must be received by January 10, 2021 at 11:59 a.m. PT (the "<u>Entry Deadline</u>"). Entries for each Weekly Prize (each as defined below in <u>Section 5</u>) must be submitted during each weekly round of the Promotion Period as described in Section 3 and received between Monday at 8:00 a.m. and Sunday at 11:59 p.m. of each week during the Promotion Period (the "Weekly Deadline").

2. **ELIGIBILITY**. All participants must (a) be at least 18 years of age or older and be the parent of a child in grade 6, 7, or 8 enrolled in school in Los Angeles, Orange, San Diego, San Bernardino, Imperial, or Ventura Counties who completes a weekly "Mathletes" worksheet during the Promotion Period; (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) **Number of Drawings and Prizes**. Sponsor will award seventeen (17) prizes as outlined in this Section: one (1) Grand Prize (defined below) and sixteen (16) Weekly Prizes (defined below) (each a "Prize" and collectively, the "Prizes") to be selected in accordance with Points System described below, subject to the terms and conditions of these Official Rules. Sponsor will award one Weekly Prize in sixteen weekly rounds corresponding to each week of the Promotion Period. Each weekly "round" will begin on Monday at 8:00 a.m. and end on the following Sunday at 11:59 p.m.

(b) Grand Prize. Sponsor shall award one (1) grand prize in accordance with <u>Section</u> 5 hereof, which will consist of: a two-hour experience with Los Angeles Chargers staff at Hoag Performance Center (training facility for the Los Angeles Chargers) to observe how a professional football team employs math in support of football operations (the "<u>Grand Prize</u>"). The approximate retail value ("ARV") of the experience is \$0.00. Odds of being selected as eligible to win the Grand Prize in this Promotion will depend on the total number of eligible Weekly Prize winners selected in accordance with these Official Rules.

(c) Weekly Prize. Sponsor shall award one (1) weekly prize during each of the sixteen weeks of the Promotion in accordance with <u>Section 5</u> hereof, which will each consist of: Los Angeles Chargers hat and t-shirt, as determined by Sponsor within its sole discretion (the "<u>Weekly</u> <u>Prize</u>"). The ARV of each Weekly Prize is \$49.98.

The ARV for each Prize is an approximation as of the date of publication of these Official Rules but may be subject to change. Any difference between any ARV and the actual value for such Prize will not be paid to the Winner (defined below). The Winner is not entitled to any difference between the ARV ranges described above. The Winner will be notified of the ARV at the time of accepting the Grand Prize.

(d) <u>Award Dates</u>. Sponsor will score and award points for each Mathletes Worksheet (defined below) submitted during each round on the business day following the close of each weekly round in accordance with <u>Section 5</u> hereof. If multiple Entrants in a weekly round share the top score, a winner will be determined by a random drawing amongst Entrants sharing the top score. The winner of the Grand Prize will be determined within five business days of the close of the final Entry Deadline based on Mathlete Worksheet scoring accumulated over the entire Promotion Period. Weekly award dates will occur on the following dates and in accordance with the chart below: September 21, 2020, September 28, 2020, October 5, 2020, October 12, 2020, October 19, 2020, October 26, 2020, November 2, 2020, November 9, 2020, November 16, 2020, November 30, 2020, December 7, 2020, December 14, 2020, December 21, 2020, December 28, 2020, January 4, 2021, and January 11, 2021 (each, a "Prize Draw Date").

Entry Period: Monday, September 14, 2020 through Sunday, September 20, 2020 at 11:59
p.m. PST
ROUND 2
Prize Draw Date #2: Monday, September 28, 2020
Entry Period: Monday, September 21, 2020 through Sunday, September 27, 2020 at 11:59
p.m. PST
ROUND 3
Prize Draw Date #3: Monday, October 5, 2020
Entry Period: Monday, September 28, 2020 through Sunday, October 4, 2020 at 11:59 p.m.
PST
ROUND 4
Prize Draw Date #4: Monday, October 12, 2020
Entry Period: Monday, October 5, 2020 through Sunday, October 11, 2020 at 11:59 p.m.
PST
ROUND 5
Prize Draw Date #5: Monday, October 19, 2020
Entry Period: Tuesday, October 13, 2020 (Chargers play Oct. 12) through Sunday,
October18, 2020 at 11:59 p.m. PST
ROUND 6
Prize Draw Date #6: Monday, October 26, 2020
Entry Period: Monday, October 19, 2020 through Sunday, October 25, 2020 at 11:59 p.m.
PST T
ROUND 7
Prize Draw Date #7: Monday, November 2, 2020
<b>Entry Period</b> : Monday, October 26, 2020 through Sunday, November 1, 2020 at 11:59 p.m.
PST POUND &
ROUND 8 Defense Desta #8: Manufactor Neurophan 0, 2020
Prize Draw Date #8: Monday, November 9, 2020
<b>Entry Period</b> : Monday, November 2, 2020 through Sunday, November 8, 2020 at 11:59 p.m.
PST POUND 0
ROUND 9 Prize Draw Data #10: Manday, Nevember 16, 2020
Prize Draw Date #10: Monday, November 16, 2020
<b>Entry Period</b> : Monday, November 9, 2020 through Sunday, November 15, 2020 at 11:59 p.m. PST
CHARGERS BYE WEEK –NO GAME/NO SUBMISSIONS
CHARGERS DIE WEER -NO GAME/NO SUDMISSIONS
ROUND 10
Prize Draw Date #12: Monday, November 30, 2020
Entry Period: Monday, November 23, 2020 through Sunday, November 29, 2020 at 11:59
p.m. PST
ROUND 11

**ROUND 11** 

Prize Draw Date #11: Monday, December 7, 2020 Entry Period: Monday, November 30, 2020 through Sunday, December 6, 2020 at 11:59 p.m. PT

ROUND 12
Prize Draw Date #11: Monday, December 14, 2020
Entry Period: Monday, December 7, 2020 through Sunday, December 13, 2020 at 11:59
p.m. PT
ROUND 13
Prize Draw Date #11: Monday, December 21, 2020
Entry Period: Monday, December 14, 2020 through Sunday, December 20, 2020 at 11:59
p.m. PT
ROUND 14
Prize Draw Date #11: Monday, December 28, 2020
Entry Period: Monday, December 21, 2020 through Sunday, December 27, 2020 at 11:59
p.m. PT
ROUND 15
Prize Draw Date #11: Monday, January 4, 2021
Entry Period: Monday, December 28, 2020 through Sunday, January 3, 2021 at 11:59 p.m.
PT
ROUND 16
Prize Draw Date #11: Monday, January 11, 2021
Entry Period: Monday, January 4, 2021 through Sunday, January 10, 2021 at 11:59 p.m. PT

(e) <u>Prize Fulfillment</u>. The Grand Prize Winner (defined below) will receive the Grand Prize within a reasonable time under the circumstances after the Award Date (defined below). Due to the current and ongoing circumstances of the Covid-19 pandemic, protocols in place under National Football League rules and regulations, and precautions mandated or advisable related to the pandemic, access to Hoag Performance Center and Los Angeles Chargers staff is restricted and may not be available until such protocols, rules, regulations, and precautions are lifted. As a result of these circumstances, delivery of the Grand Prize may be delayed. The Grand Prize experience may occur after the close of the 2020-2021 National Football League season. Weekly Prize Winners will receive the Weekly Prize within a reasonable time after the respective Award Date via mail.

HOW TO ENTER. NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO 4. ENTER OR WIN. An individual meeting the Eligibility Criteria may enter the Promotion during Entry the Promotion Period prior to the Deadline bv visiting www.chargers.com/community/mathletes and completing entry information and uploading the completed Mathletes Worksheet designated for each respective weekly round. After user submission is approved by the Sponsor, based on compliance with the "Requirements of Entries" listed below, the entry will be scored based on the number of correct answers.

(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, prior to the close of the applicable weekly Entry Period, and prior to the Entry Deadline. Limit one (1) entry per person per week per child.

(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) Mathletes Worksheet. For each weekly round, Sponsor will make available a designated math worksheet containing math problems involving football statistics ("Mathletes Worksheet"). Each Mathletes Worksheet will be available at: <u>www.chargers.com/community/mathletes</u>. Completed Mathletes Worksheets must meet the Requirements for Entries and will be scored in accordance with <u>Section 5</u>.

(c) <u>**Requirement of Entries**</u>: Each Entrant must acknowledge and certify that: Entrant is the parent or legal guardian of the child whose Mathletes Worksheet Entrant submits; the child completed the Mathlete Worksheet independently; the child is enrolled in sixth, seventh, or eighth grade (homeschooling is not excluded) in Los Angeles, Orange, San Diego, San Bernardino, Imperial, or Ventura Counties. Completed Mathletes Worksheets must be legible and uploaded successfully along with all entry information.

5. **HOW TO WIN**. The Grand Prize winner and Weekly Prize winners ("the "<u>Winners</u>") will be chosen by scoring Mathletes Worksheets and tallying correct answers. Each Mathletes Worksheet will be scored by crediting the Entrant with a point for each question answered correctly on Entrant's Mathletes Worksheet. Subject to <u>Section 4</u> above, the eligible Entrant with the highest score on the designated Mathletes Worksheet for each weekly round will be the Weekly Prize Winner. If multiple Entrants share the top score, then the Weekly Prize Winner will be determined by a random drawing amongst Entrants sharing the top score. Subject to <u>Section 4</u> above, the Grand Prize Winner will be determined by a random drawing from amongst the Weekly Prize Winners. 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. WINNER NOTIFICATION AND PRIZE CLAIM CONDITIONS.

(a) Entrant selected as the Grand Prize Winner in accordance with <u>Section 5</u> above is subject to verification of eligibility and compliance with these Official Rules.

(b) The Winner will be notified by Sponsor via e-mail address and/or phone number provided by the Winner at time of entry. The Winner must reply to such notification within seventy-two (72) hours of the time indicated on the notification, or the respective prize will be forfeited and an alternate Winner may be selected. Weekly Prize Winners will be contacted and asked if they wish to consent to feature their child as the Mathlete of the Week. Consent to this feature is not required to receive the prize. If consented to, the feature may include the child's first name, grade, and school in addition to an optional photo/headshot. If Winner does not consent to featuring their child, an additional winner may be selected (until a winner is selected who consents to the feature), and the original Winner will still receive the prize and remain eligible for the Grand Prize. If additional winners are selected in order to feature a winner, this process may increase the number of entrants eligible for the Grand Prize, thus reducing the odds of any entrant winning the Grand Prize.

(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 "<u>Release</u>"), 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 a Winner or failure of a 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.

## 7. **GENERAL CONDITIONS**.

(a) The Grand Prize and Weekly Prizes 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 Weekly 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 Weekly Prize, or any component thereof, cannot be awarded for any reason. Sponsor will not replace any lost or stolen prizes, and if a Winner does not use the full value of a 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.

LIMITATION OF LIABILITY AND RELEASES. BY PARTICIPATING IN THIS 8. 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, 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.

9. 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.

10. **PRIZE WINNER'S INFORMATION**. A list of the Winners may be obtained by sending a self-addressed stamped envelope to "Mathletes Promotion" 3333 Susan Street, Costa Mesa, CA 92626.

11. **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: <u>http://www.chargers.com/privacy-policy</u>.

By accepting the Grand Prize or Weekly Prizes described herein, each 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.

12. 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, 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.