SAN FRANCISCO 49ERS WORLD SMILE DAY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN

1. **ELIGIBILITY**: The San Francisco 49ers World Smile Day Sweepstakes (the "Sweepstakes") is open only to legal residents of the United States who are eighteen (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 San Francisco 49ers, the San Francisco Forty Niners Foundation, 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"), Align Technology, Inc. or other companies associated with the promotion of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void in Puerto Rico and where prohibited.

2. **SPONSOR:** The Sweepstakes is sponsored by Forty Niners Football Company LLC (together with its affiliates, the "Sponsor").

3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes 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 Sweepstakes runs as follows:

   (A) from October 2, 2020 9:00am PT until October 2, 2020 9:00pm PT (the "First Entry Period");
   (B) from October 2, 2020 11:00am PT until October 2, 2020 9:00pm PT (the "Second Entry Period");
   (C) from October 2, 2020 1:00pm PT until October 2, 2020 9:00pm PT (the "Third Entry Period"); and
   (D) from October 2, 2020 3:00pm PT until October 2, 2020 9:00pm PT (the "Fourth Entry Period");
   (E) from October 2, 2020 5:00pm PT until October 2, 2020 9:00pm PT (the "Fifth Entry Period" and collectively with the First Entry Period, Second Entry Period, Third Entry Period, and Fourth Entry Period the "Entry Periods").

   Entries that are submitted prior to the Entry Period will be disqualified.

5. **HOW TO ENTER:** There is no purchase necessary to enter or win.

   <u>Via Online</u>:

In order to enter the Sweepstakes and be eligible for the corresponding prize, you must retweet the announcement tweet during the Entry Period. Winner will be selected at random from the pool of eligible entrants who follow and complete the instructions correctly.

Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, mechanical reproductions or similar methods will be void. All completed entries become the property of Sponsor and will not be returned. Entries without all requested information will be disqualified and not entered into the drawing. All late, lost, or incomplete entries are not considered valid entries. There is a limit of one (1) entry per person, regardless of entry method. Entrants submitting multiple entries will be disqualified and not entered into the drawing. ENTRANTS MUST BE 18 YEARS OF AGE OR OLDER TO BE ELIGIBLE.

6. **SPONSOR OWNERSHIP OF ENTRIES**. All entries and information submitted to Sponsor in connection with the Sweepstakes (collectively, "Entry Materials"), along with all copyright, trademark and other proprietary rights associated therewith, become the property of Sponsor upon submission.

7. **DRAWING AND ODDS OF WINNING:** As soon as practicable following each Entry Period, the Sponsor will select one (1) potential winner in a random drawing of all entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winners via email or direct message on Twitter. If a potential winner does not respond within twenty-four (24) hours of first contact or is not eligible or does not wish to accept the prize (as described below), the Sponsor may disqualify that potential winner and select an alternate potential winner in his/her place at random from the remaining eligible entries received in its sole discretion.

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 in a random drawing of all entries received.

9. **PRIZES:** One (1) prize (each, a "Prize") will be awarded for each Entry Period, and will consist of the following:

Entry Period	**Prizes**	**Approximate Retail Value ("ARV")**
First Entry Period	One (1) Madden 21 game code	$60
Second Entry Period	One (1) Levi's gift card	$100

Third Entry Period	One (1) autographed 49ers jersey	$400
Fourth Entry Period	One (1) pair of Bose headphones	$200
Fifth Entry Period	One (1) Shoe Palace gift card	$100

The odds of being selected depend on the number of entries received. All prize details will be determined by the Sponsor in its sole discretion. 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 Sweepstakes 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. Additionally, except where prohibited, participation in the Sweepstakes 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.

11. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes 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 Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, each entrant (hereinafter, "Entrant") agrees to release and hold harmless the Sponsor, the NFL

Entities, Align Technology, Inc. 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 Sweepstakes 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 Sweepstakes; (c) printing or typographical errors in materials associated with the Sweepstakes; (d) lost or late entries; (e) errors in the administration of the Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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.

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.

13. **DISPUTES: EXCEPT WHERE PROHIBITED,** any controversy, claim or dispute arising out of these Sweepstakes (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 Sweepstakes (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 Sweepstakes 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.

14. **SWEEPSTAKES RESULTS:** To request a winners list, send a self-addressed, stamped envelope to: San Francisco 49ers World Smile Day Sweepstakes, San Francisco 49ers, 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.

15. **SEVERABILITY:** These Official Rules for the Sweepstakes 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.