

# **Indianapolis Colts Training Camp TikTok Challenge Sweepstakes**

## **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. This Sweepstakes may not be used to conduct, advertise, or promote any form of gambling.

### **1. ELIGIBILITY.**

The Indianapolis Colts Training Camp TikTok Challenge Sweepstakes ("Sweepstakes") is open to legal residents of the United States who are 18 years of age or older as of the date of entry. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for the Indianapolis Colts, Inc. ("Club"), or the National Football League ("NFL"), or any organization responsible for sponsoring, fulfilling, or administering the Sweepstakes, or supplying the prize, or who won any sweepstakes or prize sponsored by Club, or any of their respective parents, subsidiaries, affiliates, or successor companies, and immediate family and household members thereof, are not eligible to enter. "Immediate family members" means parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" shall mean people who share the same residence at least three months in the preceding one calendar year. By participating in the Sweepstakes, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Club, which shall be final and binding in all respects. All applicable federal, state, and local laws apply.

### **2. SWEEPSTAKES PERIOD.**

The Sweepstakes begins at 12:01 AM Eastern Daylight Time on July 28, 2021 and ends at 11:59 PM Eastern Daylight Time on August 25, 2021 ("Sweepstakes Period"). The Sweepstakes, and participation in the Sweepstakes, are subject to these Official Rules.

### **3. HOW TO ENTER.**

To become a registered participant of the Sweepstakes, participants must post a duet with the TikTok posted on July 24, 2021 through Colts' Mascot Blue's TikTok account (@Blue) during the Sweepstakes Period. Limit one entry per participant. Multiple submissions may result in disqualification. The use of script, macro, other automated means, or any other device to subvert the registration process is prohibited and all such registrations will be void. In the event of a dispute as to the identity of participant based on the TikTok username submitted at the time of registration, entry will be awarded to the person named on the applicable registration form (regardless of whether that is the name of the authorized account holder of the email address from which said registration form was submitted), provided such individual is eligible according to these Official Rules. Participants' personally identifiable information will only be used in accordance with the Club's Privacy Policies, as posted on <http://www.colts.com/footer/privacy-policy.html>.

**Sweepstakes Deadline:** The deadline for entry in the Sweepstakes is 11:59 PM Eastern Daylight Time on August 25, 2021. All online submissions must be accepted, and acknowledged, by Club's computer servers by the end of the Sweepstakes Period (as determined by Club in its sole discretion) to be considered valid, timely, and eligible.

#### **4. PRIZES.**

The winner will receive a Carson Wentz Autographed Football and the chance to film a TikTok with Mascot Blue and post the video to their TikTok account ("Prize"). The Prize random drawing will occur on the following date:

Day	Cut-off Dates (submissions must be received by):		Random Drawing Date
Day 1	Thursday	August 25, 2021 at 11:59 PM EDT	August 26, 2021

One Prize will be awarded and will consist of:

Prize	Qty	Approximate Retail Value
Mascot Blue Appearance and TikTok Video Filming	1	\$150.00 USD
Carson Wentz Autographed Football	1	\$150.00 USD

Club shall not be responsible or liable if a Prize winner is unable or fails to utilize a Prize. Odds of winning depend on the number of online entries received. Prizes are non-transferrable. There may be no cash or other substitutions of prizes by Prize winner. However, Club reserves the right to substitute similar prizes of equal or lesser value in the event the above Prize is unavailable for any reason. Prize winner is solely responsible for all applicable federal, state, and local taxes with respect to the entire Prize.

#### **5. WINNERS SELECTION AND NOTIFICATION.**

Drawings for the Prize will be made from all online submissions via TikTok received prior to the applicable Cut-Off Date provided in the chart above. Drawings will be conducted by a Club staff member. Club will attempt to notify winner by messaging the winner through their TikTok Direct Messages on the Random Drawing Date located in the chart above. Inability of Club to contact a potential winner through TikTok within 24 hours after selection may result in disqualification and an alternate potential winner may be selected in a random drawing at Club's discretion. Club's decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects. Club will deliver via email to the winner an Affidavit of Eligibility and Liability and a Publicity Release ("Release") to be executed and returned via email (or by facsimile) within 48 hours after receipt of Club's email. By signing the Release, Prize winner (a) indemnifies and holds harmless Club, NFL, and their respective parents, affiliates, subsidiaries, and successor companies, and their respective owners, officers, directors, employees, agents, and representatives, advertising agencies, and promotional sponsors (collectively, "Released Parties") from and against any and all harm, expense, loss, damage, liability, or injury resulting directly or indirectly from submitting an entry in the Sweepstakes or awarding, receipt, possession, use, or misuse of any prize awarded in the Sweepstakes; (b) contains Prize winner's agreement to be bound by the Sweepstakes' Official Rules; and (c) authorizes Club to use Prize winner's names, likenesses, photographs, voices, and biographical data for advertising, promotional, and any other purpose, in any media. If a potential winner fails to sign and return to Club the Release within 48 hours after receipt of Club's email, Prize winner may be disqualified, and an alternate potential winner may be randomly selected from the remaining eligible entries. If a winner is found to be ineligible or not in compliance with these Official Rules, Prize winner will be disqualified and an alternate winner will be selected in a separate random drawing. Limit one prize per participant and per household.

## **6. MISCELLANEOUS.**

Released Parties are not responsible or liable for: lost, incomplete, inaccurate, garbled, late, delayed, undelivered, or misdirected information or registrations, User ID's, or submissions; theft, destruction, or unauthorized access to, or alteration of, submissions or registrations; failures or malfunctions of connections, cable, fiber-optics, network, satellite, Internet Service Provider (ISP), phones, phone-lines, or telephone systems; interrupted or unavailable network, server, or other connections; any error, omission, interruption, defect, or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes; typographical, printing, or other errors in these Official Rules, in any Sweepstakes-related advertisements or other materials; the administration of the Sweepstakes, the processing of entries, selections, or registrations; the selection or announcement of potential winners or the distribution of prizes; the cancellation, suspension, or postponement of the 2021-2022 NFL Season; scoring, tabulation, or timing errors; or other problems or errors of any kind whether mechanical, human, electronic, typographical, printing, or otherwise.

By submitting an entry into the Sweepstakes, each participant agrees that: (i) Club, NFL, and their respective designees may use (unless prohibited by law) participant's name, city, and state of residence, photograph, and likeness for advertising, promotional, trade, and any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification; and (ii) Club, NFL, and their respective affiliates, subsidiaries, owners, officers, directors, employees, agents, and assigns shall have no liability and will be held harmless, discharged, and released by the participant for any claim, action, liability, loss, injury, or damage to participant or any other person or entity, including, without limitation, personal injury or death to participant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the participant's participation in the Sweepstakes or participant's acceptance, possession, use, or misuse of any prize and any travel or travel-related activity thereto or participation in this Contest.

Club, in its sole discretion, reserves the right to: (i) disqualify any person who tampers with the submission process, the operation of Club's Sweepstakes Page, or any other component of this Sweepstakes, or who is otherwise in violation of these Official Rules; and (ii) modify, suspend, or terminate this Sweepstakes (or any portion thereof) for any reason, including should a virus, bugs, non-authorized human intervention, or other causes, including but not limited to war, strikes, or acts of God, corrupt or impair the administration, security, fairness, or proper play of this Sweepstakes and, in the event of termination, at its discretion, award prizes for completed portions of the Sweepstakes (or applicable portion of the Sweepstakes) to the highest scoring eligible non-suspect participants (as determined by Club) as of the date of the event requiring such termination in accordance with these Official Rules.

**CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CLUB RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

## **7. USE OF DATA.**

Club will be collecting personal data about participants online, in accordance with their privacy policies, as posted on <http://www.colts.com/footer/privacy-policy.html> and attached hereto as Exhibit A. By submitting a TikTok duet in the Sweepstakes, participants hereby agree to Club's collection and usage of their personal information and acknowledge that they have read and accepted Club's privacy policy. The Prize winner by acceptance of Prize, except where legally prohibited, grants permission for Club and its designees to use his/her name, address (city and state), photograph, voice, and other likeness and prize information for advertising, trade, and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, in perpetuity, without notice, review, or approval.

## **8. TAXES.**

Any valuation of the Prize stated above is based on available information provided to Club, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Prize winner is solely responsible for reporting and paying any and all applicable taxes. Prize winner must provide Club with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 USD in prizes from Club will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

## **9. DISPUTES.**

Each Participant and agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, by a state or federal court of competent jurisdiction located in Indianapolis, Indiana; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim, 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and Club in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

## **10. WINNER'S LIST.**

For the name of the winner(s) (available after August 25, 2021), send a self-addressed stamped envelope to: Training Camp TikTok Challenge Sweepstakes Winner(s), c/o Indianapolis Colts, Inc., 7001 West 56th Street, Indianapolis, IN 46254 for receipt no later than December 31, 2021.

## **11. SPONSOR.**

This Sweepstakes is sponsored and administered by Indianapolis Colts, Inc., 7001 West 56<sup>th</sup> Street, Indianapolis, Indiana 46254. COLTS is a registered trademark.