Carolina Panthers 2022 Super Bowl VIP Trip Official Sweepstakes Rules

Welcome to the Carolina Panthers 2022 Super Bowl VIP Trip Sweepstakes (the "Sweepstakes"), sponsored by Panthers Football, LLC ("Sponsor"). PLEASE READ THESE SWEEPSTAKES RULES CAREFULLY BEFORE USING ENTERING INTO THE SWEEPSTAKES.

THERE IS NO PURCHASE OR PAYMENT NECESSARY IN ORDER TO ENTER OR WIN THE SWEEPSTAKES. ANY PURCHASE OR PAYMENT OF ANY KIND THAT YOU MAKE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS, AND IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

This Sweepstakes is accessible via Panthers.com at www.panthers.com/fans/2022-sb-trip-sweepstakes through a mobile device, or computer (collectively, the "**Platform**").

As a legal requirement for participating in this Sweepstakes as an entrant ("Entrant"), you ("You" or "Participant") hereby agree to be bound by these Sweepstakes Rules (the "Rules") which form a legal contract by and between You and Sponsor. If You do not agree and consent to these Rules, please do not enter the Sweepstakes or use the Platform.

1. SWEEPSTAKES.

- 1.1 <u>Sweepstakes Description</u>. If an Entrant, Participant agrees to prepare and submit certain information ("Content") in accordance with the Rules as described herein. After submission, Entrant may or may not be deemed a winner, subject to eligibility and compliance with these Rules. Prizes will be awarded for this Sweepstakes, and will be publicly displayed on the Sweepstakes Landing Page.
- 1.2 <u>Sweepstakes Period</u>. **Sweepstakes Start Date**: 12/16/2022 9:00 AM EST. **Sweepstakes End Date**: 12/23/2022 5:00PM EST. The Sweepstakes will begin on the above Start Date, and will last through the above End Date ("**Sweepstakes Period**").
- 1.3 Rules. By participating in the Sweepstakes, Entrant unconditionally accepts and agrees to comply with and abide by these Rules, waives any right to claim ambiguity in the Rules or Sweepstakes related advertising/materials and agrees that the decisions of Sponsor with respect to the Sweepstakes and any prize awards shall be final and binding in all respects.

2. ELIGIBILITY.

Non-eligible Entities. Sponsor, and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies; and each of their respective officers, directors, employees, consultants and contractors (the "Sponsor Entities"), are ineligible to enter or vote on the Sweepstakes or win any related prize. "Household Members" means those people who share the same residence as any Sponsor Entity for at least three (3) months during a given year. "Immediate Family Members" means parents, step-parents, legal guardians, children, step-children, siblings, step-siblings or spouses of any Sponsor Entity. Household Members and Immediate Family Members of any Sponsor Entities are also not eligible to enter or win the

Sweepstakes.

Entrants.

The Sweepstakes is open to legal permanent residents of North Carolina and South Carolina and who, prior to 12/16/22 are eighteen (18) years of age or older (hereafter, "Eligible Entrants"). Void where prohibited by law. All applicable federal, state & local laws apply.

3. PRIZES.

- 3.1 Prizes Awarded: The Grand Prize winner will receive two tickets to Super Bowl LVII in Glendale, Arizona on 2/12/23. Trip includes i) round trip coach class air transportation from a major U.S. gateway airport nearest winner's residence in the Carolinas to Phoenix, Arizona; ii) one (1) standard double occupancy hotel accommodation (one (1) room) for two (2) nights; iii) two (2) tickets to Super Bowl LVII; iv) Panthers swag and gear; Approximate Retail Value ("ARV"): \$4,250. Food and ground transportation while attending the event will be the responsibility of the prize winner. Exact seat locations are at Sponsor's sole discretion. Trip must be taken on dates designated by Sponsor or prize will be forfeited in its entirety (and Sponsor will have no further obligation to winner) and, at Sponsor's discretion, may be awarded to an alternate. Travel and accommodation restrictions and other restrictions may apply. Winner and quest must travel together on same itinerary and are responsible for obtaining all required travel documents prior to travel. All travel arrangements must be made through travel agent of Sponsor's selection on a carrier of Sponsor's choice. Released Parties are not responsible for travel delays or cancellations. In the event the game is postponed and rescheduled, the trip will be rescheduled. In the event the enshrinement is postponed and not rescheduled, no compensation or substitution for such portion of the prize will be provided; however, the remainder of prize package will be awarded, and Sponsor will have no further obligation to winner. Winner and his/her guest must comply with all venue rules and regulations. Failure to do so may result in forfeiture of such portion of the prize and removal from event. Released Parties reserve the right to remove or to deny attendance to winner and/or quest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Super Bowl. The tickets are subject to the terms and conditions specified thereon. If unused, tickets cannot be returned, refunded or exchanged for cash value or substitute tickets. All prize details are at Sponsor's sole discretion. Prize is awarded "as is" without any warranty or guarantee, either express or implied by Sponsor. Costs and expenses associated with the acceptance and use of prize not specified herein as being awarded, including, but not limited to, federal, state and local taxes, food, beverages, ground transportation, luggage fees, gratuities, souvenirs and miscellaneous travel expenses are winner's sole responsibility.
- 3.2 Prizes cannot be transferred, redeemed for cash or substituted by an Entrant. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater estimated value if a prize described in these Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated value of the prize represents Sponsor's good faith determination. That determination is final and binding, and cannot be appealed. If the actual value of the prize turns out to be less than the estimated value, the difference will not be awarded in cash. Sponsor makes no representation or warranty

concerning the appearance, safety or performance of any prize awarded. Sponsor will not replace any lost or stolen prize items.

- 4. HOW TO ENTER. Entrants may enter the Sweepstakes during the Sweepstakes Period online by visiting the Panthers website and doing the following:
- 4.1 By successfully transmitting a completed online entry form as directed after visiting the Panthers website at www.panthers.com/fans/2022-sb-trip-sweepstakes (specified "Sweepstakes Landing Page"), you will be entered into the Sweepstakes.
- **4.2** Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete and/or inaccurate entries are void. All entries must include a valid email address for the Entrant.
- **4.3** Entrant winners will be announced after successfully submitting the online entry form, and after the end of the Sweepstakes Period.
- 5. No Automated Entries. All automated or robotic Entries submitted by individuals or organizations will be disqualified. All Entries by Entrants must be made manually by such Entrants. Any attempt by an Entrant to submit multiple Entries by using multiple/different email addresses, phone numbers, identities, registrations, logins or any other methods will void such Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to the eligibility verification of these Rules. All Entries must be submitted by the end of the Sweepstakes Period in order to participate.
- 6. Winner Notification. The Sweepstakes winner(s) will be notified by e-mail at the end of the Sweepstakes Period. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive account(s), technical difficulties associated therewith. Any winner notification not responded to by the Entrant, or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents"). No substitution or transfer of a prize is permitted except by Sponsor.
- 7. Intellectual Property Ownership. Participant hereby acknowledges and agrees that all Content submitted by Participant hereunder shall be deemed a 'work made for hire', as defined in the United States Copyright Act. Participant agrees that Sponsor shall be the exclusive owner of such Content and all rights therein. Sponsor's ownership includes without limitation the rights to: i) exhibit, broadcast, use, reproduce, distribute, perform and license others to use all or any part of the Content; ii) edit or modify the Content in any manner, or combine same with any other materials; and iii) use and license third parties to use the Content and/or any portion thereof in any manner of exploitation.
- 8. <u>Privacy</u>. Personally identifiable information that is submitted by Entrant as part of this Sweepstakes will be used to administer the Sweepstakes, select and announce the winner. Participant hereby waives any claims that Participant may have or acquire against the Sponsor for libel, slander, invasion of privacy, copyright or trademark violation, moral rights, right of publicity, rights of privacy, or false light arising out of or in connection with the Sponsor's or anyone else's use of the Content. Participant agrees

that this waiver of privacy rights and constitutes a valid consent to uses of any Personally Identifiable Information ("PII") as may be required under applicable data protection laws. Any PII that you provide in participating in the Sweepstakes is subject to the privacy policies of the Sponsor. Please review the Sponsor privacy policy at https://www.panthers.com/about-us/privacy-policy. By entering the Sweepstakes, you grant Sponsor and permission to share your email address and any other personally identifiable information with the other Sweepstakes partners for the purpose of administration and prize fulfillment, including use in a publicly available winners list. Participant hereby grants to Sponsor the non-exclusive, worldwide, perpetual, assignable, sublicensable and irrevocable right to include Participant's name, title, image, likeness, movements, voice, conversations, sounds and performances in connection with any use or publication of the Content by Sponsor.

- 9. <u>Warranties</u>. Entrant represents and warrants to Sponsor that Entrant has all the eligibility, rights and authority as required to enter into the Sweepstakes, and to grant the rights granted herein; ii) the Content does not infringe the rights of any third-party person or entity; and iii) no consent of any third-party person or entity is required for submission or release of the Content.
- 10. Indemnification. Participant (the "Indemnifying Party") shall indemnify Sponsor and their affiliates, owners, officers, directors, shareholders, agents and employees (the "Indemnified Party") from and against any and all losses, costs, damages, injuries, awards, judgments and liabilities, including but not limited to legal and professional fees, costs, and expenses ("Losses"), incurred by the Indemnified Party as a result of any claim, suit, proceeding or cause of action asserted against the Indemnified Party by a third party ("Claim") and shall defend the Indemnified Party against any such Claims arising from: i) any copyright, patent and/or trademark infringement, unlawful disclosure or use or misappropriation of a trade secret or other intellectual property right owing to the Indemnified Party's use of the Content submitted by such Indemnifying Party; or ii) any material breach of these Rules by the Indemnifying Party.
- 11. <u>Limitation Of Liability</u>. IN NO EVENT SHALL SPONSOR BE LIABLE TO ENTRANT FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SPONSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Sponsor and further assume no responsibility or liability for:
- **11.1** any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions;
- any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes;
- any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes;
- 11.4 inaccessibility or unavailability of any network or wireless service, the Internet or website

- or any combination thereof;
- 11.5 suspended or discontinued Internet, wireless or landline phone service; or
- any injury or damage to Entrant's or any other person's computer or mobile device while participating in the Sweepstakes or downloading of any materials in the Sweepstakes.
- 12. DISCLAIMER. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total estimated value as set forth in these Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and shall not have any liability to any Entrant in connection with a canceled Sweepstakes.
- 13. These Rules shall be governed by the laws of the State of North Carolina, and the parties agree to personal jurisdiction and convenient forum therein. If any provision of these Rules is deemed unenforceable, such provision shall be severable and deemed null and void, and the remainder of the Rules shall remain in full force and effect. The failure of either party to insist upon the performance of any provision herein will not be construed as a waiver of such provision.
- 14. **CONTACT. Sponsor:** Panthers Football, LLC, 800 South Mint Street, Charlotte, NC 28202.