

**SAN FRANCISCO 49ERS CACHE CREEK CASINO RESORT
SWEEPSTAKES**

OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN.

YOU MUST BE 21 YEARS OF AGE OR OLDER TO ENTER.

1. **ELIGIBILITY:** The San Francisco 49ers Cache Creek Casino Resort Sweepstakes (the “Sweepstakes”) are **open only to legal residents of the United States who are 21 years of age or older**. Entrants (hereinafter “Entrant(s)”) 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, 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”), Cache Creek Casino Resort, an enterprise of the Yocha Dehe Wintun Nation (“CCCR”), 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 are 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 run from January 1, 2023 at 9:00 am PT until January 26, 2022 at 11:59 pm PT (the “Entry Period”). Entries that are submitted prior to or after the Entry Period will be disqualified.
5. **HOW TO ENTER:**

Online Entry Only: In order to enter the Sweepstakes and be eligible for the corresponding prize, you (an Entrant) must, during the Entry Period, correctly complete the entry form located at the link posted on the San Francisco 49ers’ social media. 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, inaccurate, 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 21 YEARS OF AGE OR OLDER TO BE ELIGIBLE.**

6. **SPONSOR OWNERSHIP OF ENTRIES.** All entries and materials 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, and Entry Materials will not be returned to any Entrant.
7. **DRAWING AND ODDS OF WINNING:** On or around January 27, 2023, Sponsor will select one (1) potential winner in a random drawing of all eligible entries received. The odds of being selected depend on the number of eligible entries received. The Sponsor will attempt to notify the potential winner via email. If a potential winner does not respond within twelve (12) 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.
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 remaining eligible entries. A potential winner must also provide proof that the winner is at least 21 years old in order to be eligible.
9. **PRIZES:** One (1) prize (the “Prize”) will be awarded and will consist of (a) a one-night stay in a standard room at the Cache Creek Casino Resort on the night of February 12, 2023, (b) one resort credit valued at \$150, and (c) entry for two people to Cache Creek Casino Resort’s VIP Super Bowl Watch Party. Attendees of the VIP Super Bowl Watch Party must be at least 21 years of age. The approximate retail value (“ARV”) of the Prize is Eight Hundred and Thirty-Eight Dollars (\$838). All Prize details will be determined by the Sponsor and CCCR, in their sole discretion. Prize is not transferable, assignable, or refundable with **no cash redemptions** and must be accepted as awarded by winner. Sponsor and CCCR reserve the right to substitute the Prize (or component thereof) with another prize (or component thereof) of equal or greater value in their sole and absolute discretion.

Winner is responsible for all costs and expenses associated with Prize acceptance and use that are not specifically listed in the Prize description above, including but not limited to meals, incidentals, ground transportation, souvenirs, taxes, fees, surcharges. Prize 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 the Prize.

All room reservations require a credit card. Other standard hotel rules and restrictions apply. Resort credit cannot be used for alcohol, tobacco, or gratuity. Resort credit must be used at one time and any unused portion is forfeited. No change or credits will be given

if the credit is not used in its entirety. Released Parties (as defined below) will not be responsible for any event outside of their control that may cause the cancellation or postponement of the Super Bowl Watch Party. CCCR reserves the right to remove or to deny entry to the Resort to any winner and any guest(s) who engage in disruptive behavior or in manner or with intent to annoy, abuse, threaten, or harass any other person at the Resort's facilities or who have otherwise been banned or excluded from the Resort. The Prize may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever.

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 or CCCR'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. In addition, by entering the Sweepstakes, all Entrants provide express and implied consent to CCCR for the use of entrant's personal information for email and print marketing promotions in accordance with CCCR's Privacy Policy at <https://www.cachecreek.com/legal>.
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 Prize 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 agrees to release and hold harmless the Sponsor, the NFL Entities, CCCR, the Yocha Dehe Wintun Nation, and each of their respective 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 against Sponsor 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 and federal law where applicable, 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. Neither these Official Rules nor CCCR's involvement in the Sweepstakes, is intended to and should not be construed to relinquish any privilege, immunity or attribute the Yocha Dehe Wintun Nation or any of its agencies, instrumentalities, or entities

(including, without limitations, CCCR) otherwise enjoy by virtue of the Yocha Dehe Wintun Nation's status as a federally-recognized tribal government.

14. **SWEEPSTAKES RESULTS:** To request a winners list, send a self-addressed, stamped envelope to: San Francisco 49ers Cache Creek Casino Resort 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.