

RITA'S WATER ICE KID SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

By entering into the Rita's Water Ice Kid Sweepstakes (the "Sweepstakes"), the Participant ("Participant") agrees to abide by these Official Sweepstakes Rules and any legal disclaimer mentioned herein and the decisions of the Philadelphia Eagles, LLC (the "Eagles") and Rita's Franchise Company, LLC ("Rita's"), such decisions which are final and binding in all respects. Participant shall include the parent or legal guardian entering the Sweepstakes on behalf of his/her child and his/her child.

1. Eligibility

Sweepstakes is offered only to legal residents of Pennsylvania, New Jersey and Delaware who are 18 years of age or older as of the date of entry and parents or legal guardians of children between the ages of 7 and 14 as of the date of registration. Employees, officers, directors, agents and representatives of the Eagles and Rita's and any of their agencies, owners, subsidiaries and affiliates, or the immediate family (spouse, mother, father, sister, brother, daughter, son, grandson or granddaughter, regardless of where they live) or members of their same households (whether related or not) of each such individuals are not eligible to participate or win a prize. By entering, you agree to these Official Rules and the decisions of Eagles (the judging organization), which are final and binding in all respects.

2. Sweepstakes Period

Sweepstakes period begins on July 14, 2023 at 9:00:00 a.m. Eastern Time and ends on July 28, 2023 at 11:59:59 p.m. Eastern Time (the "Sweepstakes Period"). There will be one (1) drawing.

3. Entry

Parent or legal guardian may enter your child by going to <https://www.philadelphiaeagles.com/fans/sweepstakes/ritaswaterice> and clicking on the icon to access the entry form during the Sweepstakes Period. A Parent or legal guardian MUST complete the Official Entry Form on behalf of your child by entering your child's name, your name, your address (no P.O. Boxes accepted), your e-mail address and your daytime telephone number with area code, and checking the box that you agree to the Official Rules, that you are 18 years of age or older and that your child is between 7 and 14 years old. Subject to the conditions below, your child will automatically be entered into the Sweepstakes. Proof of entry submission does not equate to proof of receipt. Participants agree to be bound by the Official Rules.

LIMIT ONE ENTRY ON BEHALF OF EACH CHILD DURING SWEEPSTAKES PERIOD. If multiple entries are received, only the first entry will be entered into the Sweepstakes, and all other entries will be disregarded. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the Participant. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

No responsibility is assumed for lost, late, incomplete, stolen, misdirected or illegible entry; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, or service provider/Internet/Website/use net accessibility or availability, traffic congestion, or unauthorized human intervention. No mass entries or mechanically reproduced entries will be accepted. All entries become the exclusive property of the Eagles and will not be returned or acknowledged. Any attempts by an individual to access the website via a bot script or other brute-force attack will result in that IP address becoming ineligible. The Eagles will prosecute any fraudulent activities to the fullest extent of the law. The Eagles reserves the right to suspend or terminate this Sweepstakes without notice if, in the Eagles' sole discretion, the Sweepstakes becomes infected or otherwise corrupted.

4. **Winner**

One (1) drawing will be held on or about July 30, 2023 and will be conducted by the Eagles. Four (4) winning entries will be selected at random by the Eagles from all eligible entries. Winners will be notified by e-mail, telephone, overnight carrier or regular mail within approximately twenty-four (24) hours of the selection. If, after two (2) attempts, contact has not been made, any potential prize will be forfeited, and an alternate winner will be selected from the eligible entries received during the Sweepstakes Period. Fulfillment agent must speak with potential winner's parent or legal guardian.

5. **Prize/Odds**

In accordance with these Official Rules, each winner will receive the following: Opportunity for child and three (3) guests to attend one (1) official Training Camp Practice ("Practice"), subject to each winner and guests executing a liability waiver, which will be sent to the parent or legal guardian of winners when they are selected. In addition, child may have the opportunity to assist in serving Rita's Italian Ice to media, alumni players or staff (as determined by Eagles in its sole discretion and subject to change or cancellation if it cannot be conducted due to any reason beyond Eagles' control). **Approximate retail value of prize: \$400. Odds of winning will be determined by the total number of eligible entries received during the Sweepstakes Period.** Date, time and location of Practice will be determined by Eagles in its sole discretion. Eagles shall have the right to change the date and location of the Practice in its sole discretion. Parent or legal guardian must accompany the child to the Practice as one (1) guest. Travel and accommodations and any other cost associated with attendance at the Practice shall be the sole responsibility of the winners. No assignment, transfer, or substitution of prize is permitted except by the Eagles, in its sole direction, in the event of prize unavailability or if the winners and guests cannot attend Practice for any reason beyond Eagles' control. Taxes on or connected with the prize and the reporting consequences thereof are the sole and exclusive responsibility of winners.

6. **General Conditions**

Winner on behalf of himself/herself and his/her child may be required to execute and return on behalf of the winner and each Participant respectively an Affidavit of Eligibility, a Waiver and Liability Release and, where lawful, a Publicity Release, prior to delivery of the prize, but in no event later than two (2) days after notification. Failure to return documents timely, or if prize

notification or prize is returned as non-deliverable, may result in disqualification with an alternate winner selected. Participant agrees to grant to the Eagles and Rita's the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's and child's name, portrait, picture, voice, likeness, biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by the Eagles and/or Rita's. Failure to make such appearances or grant such rights may result in disqualification with an alternate winner or potential winner selected; and while not obligated to do so, the Eagles and/or Rita's may, in their sole discretion, bear such reasonable costs and expenses which the Eagles and/or Rita's, in their sole discretion, deem appropriate for winner or potential winners to appear for a presentation or other activity. Further, each winner and Participant agrees to release and hold harmless the Eagles, Eagles Stadium Operator, LLC, Rita's, the NFL, their respective affiliates and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any Sweepstakes related activity, or participation in this Sweepstakes. **VOID WHERE PROHIBITED BY LAW. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

7. Limitations of Liability

The Eagles are not responsible for any incorrect or inaccurate information, whether caused by Web site users, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Web site. The Eagles are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Web site. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Sweepstakes, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Eagles reserves the right at its sole discretion to cancel, terminate, modify or suspend the Internet portion of this Sweepstakes for any entry(ies) and select the winner from Internet entries and/or mailed entries received for that drawing prior to the action taken. **IN NO EVENT WILL THE EAGLES, EAGLES STADIUM OPERATOR, LLC, THE NFL, RITA'S OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AFFILIATES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF INTERNET SITE WWW.PHILADELPHIAEAGLES.COM OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS**

PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. Disputes

As a condition of participating in this Sweepstakes, Participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the Commonwealth of Pennsylvania having competent jurisdiction, which Court shall apply the laws of the Commonwealth of Pennsylvania without regard for doctrines of conflict of law. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for and hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than participant’s actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

9. Winners’ Names

For the names of the Winners send a **self-addressed** envelope by August 31, 2023 to: 2023 Rita’s Water Ice Kid Sweepstakes – Winners’ Names, NovaCare Complex, One NovaCare Way, Philadelphia, PA 19145.

10. Rita’s Privacy Policy

Entrants’ personally identifiable information will be used only in accordance with Rita’s Privacy Policy, available at <https://www.ritasice.com/privacy-policy/>.

11. Sponsors

Philadelphia Eagles, LLC, NovaCare Complex, One NovaCare Way, Philadelphia, PA 19145 and Rita’s Franchise Company, LLC, 1210 Northbrook Drive, Suite 310, Trevoese, PA 19053