

Panthers Charities Spirit Rock Contest

1. **Contest Period:** The Panthers Charity Spirit Rock contest (the “**Contest**”) begins at 11:00am Eastern Time (“**ET**”) on August 28, 2023 and ends at 11:59 p.m. ET on September 14, 2023 (the “**Contest Period**”).

2. **Eligibility:**

The Contest is open to public or private school art teachers (“Nominators”) who are legal permanent residents of North Carolina or South Carolina, employed at an accredited Elementary, Middle or High School in North or South Carolina (“School”), and are eighteen (18) years of age or older prior to August 28, 2023.

Employees, officers, directors, agents and representatives of Panthers Football, LLC (hereafter, “Administrator”), Panthers Stadium, LLC, the National Football League, its member professional football clubs, NFL Ventures, L.P., and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, printers and advertising & promotion agencies, and any and all other companies associated prize providers, and any other person or entity associated with the development or administration of this Contest (hereafter collectively, “Released Parties”), and each such individual’s immediate family members (mother, father, sister, brother, child, husband, wife & their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win..

Void outside of North Carolina, South Carolina, and where prohibited by law. All applicable federal, state & local laws apply.

3. **How To Enter the Contest:** To enter the Contest, a Nominator is required to visit the Contest webpage at <https://www.panthers.com/fans/lowes-spirit-rock-registration> and complete an entry form in its entirety (“Entry”). Any Entry not completed in its entirety will not be accepted as a qualifying Entry.

The Entry consists of the following sections:

- a. Information about the Nominator (name, contact information, etc).
- b. Basic information of the school (name, school name, position at school, etc)
- c. A photo of the Nominator’s school Spirit Rock featuring Carolina Panthers artwork.

Limit one (1) Entry per Nominator per School during the Contest Period. **If more than one Entry is submitted by a Nominator from the same School, the first Entry will be considered the eligible Entry. All subsequent entries from the a Nominator at the same School will be void.** Entries must be in English to be eligible. By entering, Nominator understands that the Entry, in its entirety may be posted online (on a Administrator affiliated digital platforms) if the Entry is deemed eligible and appropriate, in Administrator ’s sole discretion.

Entries become the property of the Administrator upon receipt and will not be acknowledged or returned. Administrator is not responsible for late, misdirected, corrupted or incomplete

Entries. Proof of submission is not proof of receipt by the Administrator. Entries must be received by 11:59 p. m. ET on September 14, 2023 in order to be entered into the Contest. If entering via mobile, data/usage rates may apply.

- Contest Requirements:** All Entries must comply with these Official Rules and the registration instructions in order to be eligible. In the event the Administrator, in its sole discretion, determines that Entry contain content that does not comply with these Official Rules, Administrator reserves the right to disqualify and remove the Entry or, if Administrator determines, edit the content of the Entry.

Entries must not include any of the following content (the "Content Restrictions"): (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages or reflects negatively on the Released Parties or their owners and employees; (g) tobacco, alcohol or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the entry is created. Any Entry or Footage that does not comply with the foregoing, in the sole and absolute discretion of Administrator, will be disqualified.

- Transfer of Rights:** By submitting an Entry, entrants hereby irrevocably grants the Administrator the non-exclusive, non-transferable, royalty-free, perpetual, worldwide rights to use, reproduce, publish, edit, market, store, adapt, assign, sell, dispose of, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Entry or excerpts of the Entry (as such may be edited and modified by the Administrator in its discretion) in perpetuity, for editorial, commercial, promotional and all other purposes (including posting on Administrator -affiliated websites and/or other Administrator -selected media).
- Additional Representations and Warranties/Indemnification:** Each Nominator represents and warrants as follows: (i) Nominator's Entry is non-professional and the sole, original work of the Nominator, which has not been copied or otherwise plagiarized, in whole or in part, from any other source and, as of the date of Entry submission, is not the subject of any actual or threatened litigation or claim; (ii) Nominator's Entry has not been published previously or submitted in any other competition; (iii) Nominator owns all rights in and to the Entry; (iv) Nominator's Entry does not and should not violate or infringe upon (nor is they at risk of infringing) any third party rights, including without limitation copyright, trademark rights, privacy rights (including portrayal in a false light), publicity rights, or other intellectual property rights; and (v) Nominator's Entry does not and will not violate any applicable laws,

and is not and will not be considered defamatory or libelous. Each Nominator hereby agrees to indemnify and hold the Released Parties harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Nominator under these Official Rules.

7. **Judging to Determine the Winners:** From September 14, 2023 through September 15, 2023 (the “**Judging Period**”), all eligible Entries will be judged by a panel of judges chosen by the Carolina Panthers based on the following criteria:
 - a. **Adherence to Theme (20%)**
 - b. **Visual Appeal (20%)**
 - c. **Creativity (20%)**
 - d. **Originality (20%)**
 - e. **Overall impression (20%)**

Being declared a winner is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules. In the event of a tie, the entry with the highest score in the Overall impression criteria will determine the tiebreaker. Decision of judges is final and binding on all matters relating to this Contest.

8. **Prizes:**
 - (A) First Prize Winners. Nine (9) First Prize will be awarded consisting of one (1) art fund grant valued at \$1,000.
 - (B) Grand Prize Winner: One (1) Grand Prize will be awarded consisting of one (1) art fund grant valued at \$2,500.

Total ARV of all prizes: \$11,500.

Limit one (1) prize per First Prize winner. Limit one (1) Grand Prize per Grand Prize winner. All prizes will be awarded provided at least ten (10) Entries are received. Prizes will be awarded to Nominator’s school Parent-Teacher Organization (PTO) or Parent-Teacher Association (PTA). Nominator’s school Parent-Teacher Organization (PTO) or Parent-Teacher Association (PTA) must be a 501(c)3. Prizes are not transferable. No substitution or transfer of prize permitted except at the sole discretion of the Administrator. Taxes related to the prizes are the sole responsibility of the prize winners. Prize winners will be issued an Internal Revenue Service Form 1099 with respect to the prize amount; all taxes with respect to such prizes are the sole responsibility of each winner.

9. **General Rules:** Potential prize winners will be contacted via phone and/or email on or about the week of September 14 through September 15 and may be required to complete and return via email/mail, an Affidavit of Eligibility, liability/publicity release, where permitted by law and assignment of rights within three (3) days of notification attempt or prize will be forfeited. If potential prize winner prize notification is returned undeliverable, if a potential prize winner rejects or fails to return prize notification within the required period an alternative prize winner will be determined and contacted. If a potential winner does not comply with the Official Rules, then the potential winner may be disqualified, and an alternate potential winner will be

determined and contacted (in accordance with these Official Rules). By participating, Nominators and prize winners agree to these Official Rules and the decisions of the Administrator, which shall be final and binding in all respects. Nominators and prize winners agree to release and hold harmless the Released Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with creation of or submitting an Entry or otherwise participating in or preparing for any aspect of the Contest, the receipt, ownership, possession and/or use or misuse of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes or for any claims or causes of action based on publicity rights, defamation or invasion of privacy. Acceptance of prize constitutes permission to the Released Parties to use winning Entries, names, likenesses, any interviews, for promotional purposes and in any/ all media; press releases, social media, websites and any promotional or collateral materials without further compensation, notice, review or approval, except where prohibited by law. Released Parties are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Contest or by any human error which may occur in the processing of the Entries in the Contest or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Contest. Released Parties not responsible for typographical or other error in printing of or otherwise promoting the offer or administration of the Contest or announcement of the prizes. If there are any discrepancies between printed or other promotional materials and the Official Rules, these Official Rules will govern and control. The Administrator reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Contest or Website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Administrator reserves the right to cancel or modify the Contest for any reason, including (but not limited to) if, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Administrator which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. If such cancellation occurs, Administrator reserves the right to determine the winners from among all eligible Entries submitted prior to cancellation, based on the same criteria listed above.

10. **Disputes:** PARTICIPANTS AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZES AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE STATE OR FEDERAL COURT LOCATED IN MECKLENBURG COUNTY, NORTH CAROLINA, USA; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST BUT IN NO

EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL NOMINATOR, NOMINEE AND PRIZE WINNER BE PERMITTED TO OBTAIN AWARDS FOR, AND NOMINATOR, NOMINEE, AND PRIZE WINNER 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. EACH NOMINATOR, NOMINEE AND PRIZE WINNER HEREBY WAIVES HIS/HER RIGHT TO CONTEST JURISDICTION FOR ANY SUCH DISPUTE OR CLAIM.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Nominator, nominee, prize winners and Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the Mecklenburg County, North Carolina, USA.

11. **Performance:** If, for any reason, the Administrator is unable to perform or complete the Contest as planned, or the integrity or feasibility of the Contest is severely undermined by any event or condition beyond the control of Administrator, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Administrator (each a "Force Majeure" event or occurrence), Administrator reserve the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of the prize winners in a manner it deems fair and reasonable, including the selection of prize winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. Without limiting the foregoing, everything regarding this Contest, including the prizes, are 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.
12. **Data Collection:** Any personally identifiable information collected during participation in this Contest will be collected by Administrator and used by it and its agents for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules, for any additional opt-in information you agreed to upon participation, and in accordance with Administrator's Privacy Policy, posted at www.panthers.com/about-us/privacy-policy and as allowed by law.
13. **Winners List:** For the names of the winners (available after September 30, 2023), send a self-addressed, stamped envelope to be received by October 31, 2023 to: Panthers Charities Spirit Rock Contest, C/O Carolina Panthers, 800 South Mint Street, Charlotte, NC 28202.
14. **Administrator:** Panthers Football, LLC dba Carolina Panthers, 800 South Mint Street, Charlotte, NC.

15. **Sponsor:** Foundation for the Carolina's dba Panthers Charities