

Pit Viper VIP Game Day Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. OPEN TO LEGAL RESIDENTS OF THE STATE OF FLORIDA, 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.

1. **SWEEPSTAKES DESCRIPTION:** The Pit Viper VIP Game Day Sweepstakes (the “Sweepstakes”) is offered by Pit Viper, LLC (“Pit Viper”). The Sweepstakes starts **September 1, 2023**, at 12:01:00 AM Mountain Time and ends December 21, 2023, at 11:59:59 AM Mountain Time (the “Sweepstakes Period”). On December 21, 2023, drawings for the Prizes will be conducted and a potential winner will be selected. All entries must be received by 9:59 AM Mountain Time on December 21, 2023. Pit Viper’s method of timekeeping is the official time clock for the Sweepstakes and is final and undisputable.

2. **ELIGIBILITY:** To be eligible to enter, you must be a legal resident of the State of Florida and be at least eighteen (18) years of age at the time of entry. **VOID WHERE PROHIBITED BY LAW.** The Sweepstakes is not open to employees of Pit Viper, the NFL Entities (as defined below), or any of their parent companies, affiliates, subsidiaries, franchisees and advertising or promotional agencies, or to the immediate family members of, or to any persons domiciled with (whether or not related), any such employees, or to any residents of Rhode Island. By submitting an entry, you represent that you satisfy all Sweepstakes eligibility requirements.

3. **HOW TO ENTER:** You may enter the Sweepstakes by visiting www.pitviper.com/dolphinsweeps and following the instructions for entry on such website, or by mailing a postcard to Pit Viper, Attn: Pit Viper x Miami Dolphins Sweepstakes, 1159 W. Haven Avenue, Salt Lake City, UT 84115. You will need to submit your name, email address and phone number in order to be eligible to win. If you enter online, you will also be required to provide certain content, as further described at the time of your submission. **LIMIT ONE (1) ENTRY PER PERSON.**

Any attempt to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. **AN ENTRY MUST BE RECEIVED DURING THE SWEEPSTAKES PERIOD TO BE ELIGIBLE.** No other means of transmission or delivery other than as set forth in this Section 3 will be accepted. Late, incomplete or misdirected entries will be declared void and will be ineligible to win.

4. **PRIZE:** There is one (1) prize (the “Prize”), consisting of:

a. Two (2) tickets to the Bills vs. Dolphins NFL game at Hard Rock Stadium in January 2024, valued at \$680;

b. One (1) inner-lot parking pass to the game, valued at \$501;

c. Access for two (2) people to the Heineken Highline and Pre-Game Tunnel Experience, valued at \$30; and

d. two (2) Pit Viper swag bags, valued at \$1,000.

The total approximate retail value (“ARV”) of the Prize is \$1,760.

5. **DRAWING: On December 21, 2023 on or around 12:00 PM Mountain Time,** Pit Viper will conduct a virtual drawing and randomly draw one (1) entry from among all eligible entries received. The odds of winning depend on the total number of eligible entries received during the Sweepstakes Period. The selected entrant will, subject to verification of eligibility and compliance with these Official Rules, be eligible to win the Prize.

6. **AWARDING OF PRIZES:** Each potential winner will be contacted by email, phone, or via Instagram direct message with instructions on how to claim his/her Prize. The potential winner must follow such instructions and submit his or her required information within seventy-two (72) hours of notification. For purposes of these Official Rules, after submitting his/her required information, the potential winner shall become a winner (“Winner”). If a potential winner is found to be ineligible or not in compliance with these Official Rules or declines to accept a Prize, or if Pit Viper is unable to contact such person within a reasonable period, or in the event that the Prize notification is returned undeliverable, the Prize will be forfeited and, at Pit Viper’s sole discretion, the Prize may be awarded to an alternate entrant selected at random until a Winner is identified. The potential winner may be required to furnish proof of identification to determine eligibility.

Prizes may not be transferred or redeemed for cash (except to the extent required by applicable law) and must be accepted as awarded, with no substitutions of any kind, except substitutions made by Pit Viper, who reserves the right, in its sole discretion, to substitute a Prize (or portion thereof) with one of comparable or greater value. All federal, state, and local taxes, as well as any other costs and expenses associated with Prize acceptance and use are the Winner’s responsibility.

By accepting a Prize, a Winner consents to use of his/her name, address (city and state of residence), voice, and statements relating to the Sweepstakes or Pit Viper, and photographs or other likeness, without further compensation, notification or permission in any publicity or advertising carried out by Pit Viper or any related entities in any media without territorial or time limitation, except where prohibited by law.

Use of any Miami Dolphins and/or National Football League (“NFL”) game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket and each winner and his/her guest(s) agree to comply with all applicable Hard Rock Stadium regulations in connection with the prize. See <https://www.miamidolphins.com/legal/tickets-terms-conditions> for additional details. Pit Viper, Miami Dolphins, Ltd., Hard Rock Stadium, and the NFL reserve the right to remove or to deny entry to any winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game.

7. **CONDITIONS OF ENTRY:**

a. By entering, you (i) agree to comply with these Official Rules including all eligibility requirements, (ii) warrant that any information you provide in connection with this Sweepstakes is true and accurate, and (iii) agree to be bound by the decisions of Pit Viper which shall be final and binding in all matters relating to this Sweepstakes. Entrants who have not complied with these Official Rules are subject to disqualification and all associated entries will be void.

b. Pit Viper reserves the right to disqualify any entrant’s registration in the Sweepstakes (and void all associated entries) or entitlement to a Prize, if, in the sole discretion of Pit Viper, it determines or suspects that the entrant has attempted to undermine the legitimate operation of the Sweepstakes.

c. If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry and he/she must comply with these Official Rules. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other

organization responsible for assigning email addresses for the domain associated with the submitted email address.

d. As a condition of entering, you agree: (i) to release, discharge, and indemnify Pit Viper, Miami Dolphins, Ltd., South Florida Stadium LLC d/b/a Hard Rock Stadium, the NFL Entities, their respective affiliates, and their respective officers, directors, and employees from any and all liability, loss or damage incurred with respect to participating in the Sweepstakes or the awarding, receipt, possession, and/or use or misuse of a Prize; (ii) that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, consequential, or any other damages (other than for actual out-of-pocket expenses) from Pit Viper; (iii) all causes of action arising out of or connected with this Sweepstakes or a Prize awarded shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event will you be entitled to receive attorneys' fees or court costs. Some jurisdictions may not allow certain limitations on damages or the ability to seek damages through a class action, so some of these restrictions may not apply to you. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "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 MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." Any and all guarantees and warranties and conditions for merchandise prizes are subject to the manufacturer's and/or service provider's terms and conditions, and winners agree to look solely to such manufacturers and/or service providers for any warranty, condition or guarantee claim.

e. Pit Viper reserves the right in its sole discretion to cancel, modify or suspend this Sweepstakes at any time, with or without notice, for any reason or no reason, including if fraud, technical failures (including any network server or hardware failure), viruses, bugs, errors in programming, or any other causes corrupt the administration, security or integrity of the Sweepstakes. In the event of cancellation, Pit Viper reserves the right to select the potential winner from among all eligible, non-suspect entries received up to the time of such cancellation.

f. Pit Viper does not warrant that access to the Sweepstakes will be uninterrupted. Pit Viper is not responsible for, and you hereby waive any claim arising from, any problems that may arise, including, without limitation: (i) inaccessible or unavailable networks, websites, or other connection or accessibility problems; (ii) failed, delayed or misdirected communications, including any lost, late, stolen, incomplete, illegible or undelivered entries; (iii) technical malfunctions, printing, clerical, or other errors in connection with the administration of the Sweepstakes or the offering or announcement of the Prizes; (iv) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Sweepstakes; (v) damage to a user's system occasioned by participation in this Sweepstakes; or (vi) any other errors of any kind relating to or in connection with the Sweepstakes.

g. BY ENTERING THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THE SWEEPSTAKES, INCLUDING THE WEBSITES, APPS, ENTRY PAGES AND THE PRIZES, ARE PROVIDED "AS IS" AND THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, PIT VIPER DISCLAIMS ALL WARRANTIES AND CONDITIONS REGARDING THE PRIZES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR GENERAL USE OR PURPOSE.

8. **GENERAL TERMS:**

a. Any attempt by an entrant or other individual to deliberately damage any website or undermine the legitimate operation of this Sweepstakes, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should any such an attempt be made, Pit Viper reserves the right to seek remedies and damages (including attorneys' fees) from any such individual, to the fullest extent permitted by law, including criminal prosecution. Any entrant engaging in any of the foregoing activities may be disqualified (and his/her entry will be void).

b. This Sweepstakes is subject to all applicable federal, state, and local laws. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Pit Viper in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Utah, without regard to conflicts of law principles. All entrants consent to the jurisdiction and venue of the Federal, state and local courts of Utah.

c. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in other Sweepstakes materials (including, without limitation, any point of sale, online or print advertising), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

d. This Sweepstakes is sponsored by Pit Viper. Pit Viper's employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules in any manner whatsoever. All questions, comments or complaints regarding this Sweepstakes must be submitted in writing to Pit Viper, 1159 W. Haven Avenue, Salt Lake City, UT 84115.

e. This Sweepstakes is not sponsored by, endorsed by, or otherwise affiliated with the Miami Dolphins or the NFL Entities.

f. You may obtain the Winners List by sending a self-addressed postage stamped (unless prohibited by state law) envelope to: Pit Viper, attn. Winners List, 1159 W. Haven Avenue, Salt Lake City, UT 84115. The Winners List will be sent within a reasonable time after the Prizes have been awarded.

g. Personal information collected from entrants will be used by Pit Viper in accordance with its Privacy Policy located at <https://www.pitviper.com/pages/privacy-policy>. By submitting an entry in the Sweepstakes, you agree to be bound by Pit Viper's Privacy Policy. Personal information may be stored on Pit Viper's servers, located in the United States.

h. *The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in the Sweepstakes or any prize awarded.*

i. The Miami Dolphins and NFL Entities' trademarks, service marks, and copyrights are proprietary to the Miami Dolphins and the NFL Entities. All rights reserved.