San Francisco 49ers Adobe Mural Sweepstakes

OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN.

YOU MUST BE 18 YEARS OF AGE OR OLDER TO ENTER.

1. **ELIGIBILITY**: The San Francisco 49ers Adobe Mural Sweepstakes (the "Sweepstakes") are open only to legal residents of the United States who are 18 years of age or older. Entrants 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") 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 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 entry period (the "Entry Period") for the Sweepstakes is November 17, 2023 at 9:00am until December 31, 2023 at 11:59pm. Entries that are submitted prior to or after the Entry Period will be disqualified.

5. **HOW TO ENTER:**

   In order to enter the Sweepstakes and be eligible for the corresponding Prize, you must (i) take a photo in front of one (1) of the four Adobe murals at Levi's Stadium, and (ii) post the photo on X(Twitter), Instagram or Facebook, tag @Adobe, and use the hashtag #Adobex49ers and #49ersSweepstakes. The winner will be selected at random from the pool of 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, 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 18 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:** As soon as practicable following the Entry Period, the Sponsor will select potential winners in a random drawing of all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via direct message from a San Francisco 49ers-owned and operated social media account (i.e., Twitter, Instagram, or Facebook). If a potential winner does not respond within twenty-four (24) hours of first contact (or, if different, as set forth in the direct message), 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 received. For certain prizes, Sponsor will select potential winners at random based on the additional criteria specified in the "Prizes" section below.

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 entries received. A potential winner must also provide proof that the winner is at least 18 years old in order to be eligible.

9. **PRIZES:** One (1) prize (the "Prize") will be awarded and it will consist of two (2) tickets to the San Francisco 49ers vs. LA Rams game at Levi's Stadium in January 2024. The approximate retail value (ARV) of the Prize is $400.

   The date and time of the game are subject to change. ***No transportation will be provided to or from the game.*** Sponsor makes no guarantee as to the location of the seats for the game and exact seats will be determined by Sponsor in its sole discretion. Sponsor is not responsible for lost or mutilated tickets, and none will be replaced. Sponsor is not responsible for postponement or cancellation of the game. Winner and guest must comply with all stadium rules and regulations, including without limitation, all health and safety protocols, and ticket terms and conditions at all times. Failure to do so may result in forfeiture of the Game Prize. The terms and conditions of the tickets awarded will govern in the event a legal game, exhibition, or event, as defined by Sponsor, is not played due to weather, an act of God, an act of terrorism, civil disturbance, or any other reason. Sponsor reserves the right to remove or to deny entry to any winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game. Sponsor will not be responsible for acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation of the game. Resale of game tickets is strictly prohibited. For the avoidance of doubt, unused tickets cannot be refunded, exchanged or applied

towards tickets for any subsequent game or for cash.

For all Prizes: All prize details will be determined by the Sponsor in its sole discretion. Prizes are not transferable or refundable and must be accepted as awarded by winner. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. Winner is responsible for all costs and expenses associated with prize acceptance and use not listed above as being provided, including but not limited to meals, incidentals, ground transportation, souvenirs, taxes, fees, surcharges. Prizes 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 any prize.

10. **PRIVACY AND PUBLICITY:** All information submitted by entrants in the Sweepstakes will be treated according to Sponsor's Privacy Policy, including the California User notice, available at http://www.49ers.com/about-us/privacy-policy.html. Additionally, except where prohibited, participation in the Sweepstakes constitutes an entrant's consent to the Sponsor'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.

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 prizes 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 (hereinafter, "Entrant") agrees to release and hold harmless the Sponsor, the NFL Entities, and each of their 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 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, 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.

14. **SWEEPSTAKES RESULTS:** To request a winners list, send a self-addressed, stamped envelope to: San Francisco 49ers Adobe Mural 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.