

**Miami Dolphins Broxel December 2023 Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

BY ENTERING THE SWEEPSTAKES, YOU UNCONDITIONALLY ACCEPT AND AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES RELEASES AND INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES, INCLUDING A WAIVER OF YOUR RIGHT TO TRIAL BY JURY. READ THESE FULL OFFICIAL RULES CAREFULLY BEFORE ENTERING.

Sweepstakes may only be entered in or from Florida and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the state of Florida.

1. How to Enter.

During the Sweepstakes Period, submit an entry from your mobile device by following the URL posted on Sponsor's Instagram, Facebook, and/or Twitter, or click here:

<https://www.miamidolphins.com/forms/BroxelSweepstakes>. Click on the link and follow the prompts to enter the Sweepstakes. You must fully complete the registration including first name, last name, date of birth, phone number, and email address if prompted. Normal time rates, if any, charged by Internet service provider will apply. Note: if you enter via social media, you are providing your information to Sponsor and not Instagram, Facebook, and Twitter .

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Instagram, Facebook, and Twitter.

Limit one (1) entry per person.

By submitting an entry, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor and its appointed agents, which will be final and binding in all matters relating to the Sweepstakes.

By participating and submitting an entry, entrant agrees that Sponsor and any participating parties are authorized to contact entrant via e-mail to make entrant aware of information pertinent to the Sweepstakes, and to distribute information regarding Sponsor's or such participating entity's featured products, special events, promotional offers, or coupons. Entrants may opt out of any further e-mail communication at any time following the provided opt-out instructions.

2. Start/End Dates. Sweepstakes begins at 12:00 AM Central Time ("CT") on December 15, 2023 and ends at 11:59:59 PM CT on January 1, 2024 ("Sweepstakes Period").

3. Eligibility. Participation open only to legal residents of the State of Florida who are at least 18 years old as of date of entry. Void outside of Florida, and where prohibited, taxed or restricted by law. Employees, officers and directors of Broxel (“Sponsor”), Miami Dolphins, Ltd., South Florida Stadium LLC d/b/a Hard Rock Stadium, the National Football League, the NFL Entities (defined below), and each of their parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Sweepstakes may only be entered in or from the State of Florida, and entries originating from any other jurisdiction are not eligible for entry. You are not authorized to participate in the Sweepstakes if you are not located within Florida at the time of entry. All federal, state and local laws and regulations apply.

4. Random Drawing/Odds. Two winners will be selected in a random drawing from all eligible entries received on or about January 2, 2024. Odds of winning depend on the number of eligible entries received for the drawing. Drawing will be conducted by Sponsor or its designee

5. Prize(s).

Two (2) winners each will receive two (2) 72 Club tickets to the Miami Dolphins regular season home game against the Buffalo Bills currently expected to take place on either January 6, 2024 or January 7, 2024. The date of the game is subject to change based on the NFL’s flexible scheduling procedures. For more detailed information about the NFL’s flexible scheduling procedures for the 2023 NFL Season, please visit the following website:
<https://www.nfl.com/schedules/flexible-scheduling-procedures>.

Approximate retail value (“ARV”) of each prize: \$1,658. Total ARV of all prizes combined: \$3,316. Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winner(s). Limit one prize per person or household.

TRANSPORTATION AND LODGING NOT INCLUDED AS PART OF ANY PRIZE. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. All approximate retail values are subject to change based on, among other things, normal price fluctuations associated with the subject industry in the marketplace. Sponsor or Sponsor's representative reserves the right to deny portions of the prize package to any winner who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person with no further compensation.

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; see <https://www.miamidolphins.com/legal/tickets-terms-conditions> for details. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Each winner’s

guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. The terms and conditions of the tickets awarded as part of any prize will govern in the event a legal game/event/exhibition, as defined by NFL, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Each winner and his/her guest(s) agree to comply with all applicable Stadium and venue regulations in connection with the prize; see <https://www.miamidolphins.com/legal/tickets-terms-conditions> for details. Sponsor, the Miami Dolphins, 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/event/exhibition. Released Entities (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any NFL game/event/exhibition. In the event that the applicable Miami Dolphins home game does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, no additional substitution or compensation will be provided. NFL game/event/exhibition tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture, and may invalidate the license granted by the game/event/exhibition ticket. Participation in the prize event is subject to winner's (and guest's) consent to and compliance with all health and safety policies of the Miami Dolphins and the NFL.

All federal, state, and local taxes, fees, and surcharges on any prize are the sole responsibility of winner of the prize. Winners of prizes with a value of \$600 or more will be issued an IRS Form 1099-MISC early in the year following the year in which prize was awarded for filing with his/her federal and state tax returns. Sponsor complies with all tax reporting requirements. The amount of any tax liability will vary depending on winner's tax bracket.

6. Notification. Winners will be notified by via, email, or text message as determined by Sponsor in its sole discretion, and may be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release within twenty-four (24) hours of prize notification. If any winner cannot be contacted within twenty-four (24) hours of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.

7. Conditions. All federal, state and local taxes are the sole responsibility of the winner(s). Participation in Sweepstakes and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winner(s) agree to release and hold harmless Sponsor, Miami Dolphins, Ltd., South Florida Stadium LLC, the National Football

League, the NFL Entities (as defined below), and each of their affiliates, partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the “Released Entities”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Sweepstakes cannot take place or if the prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

8. Additional Terms. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. “Authorized Account Holder” is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one’s ability to enter the Sweepstakes, including any injury or damage to participant’s or any other person’s computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY

BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.

9. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES 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 THE SITE AND/OR PARTICIPATING IN THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL 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. 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.

10. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Florida.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to Miami-Dade County in the State of Florida. The parties agree not to raise the defense of forum non conveniens.

11. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at https://broxel.com/legales2/file/2_Privacy_policy_Broxel.pdf. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. When entering this Sweepstakes, you are providing your information to Sponsor and not to Miami Dolphins, Ltd., South Florida Stadium LLC, the National Football League, or the NFL Entities.

12. List of Winners/Winner's Name. To obtain a list of winners/the name of the winner, send a self-addressed, stamped envelope by January 15, 2024 to FanUp Software INC, Re: Broxel December Sweeps, 34 Outlier Way, Bozeman, MT 59718

13. Sponsor. Broxel. Av. Javier Barros Sierra 555, Santa Fe, Zedec Sta Fé, Álvaro Obregón, 01219 Ciudad de México, CDMX

14. Disclaimer. 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. The NFL Entities have not offered or sponsored the Sweepstakes in any way.

This Sweepstakes is in no way sponsored, administered, or produced by any of the NFL Entities. The Miami Dolphins and NFL Entities' trademarks, service marks, and copyrights are proprietary to the Miami Dolphins and the NFL Entities. All rights reserved.