

**Miami Dolphins NFL Rivals Autographed Football Sweepstakes  
Full Official Rules**

**NO PURCHASE OR TEXT MESSAGE NECESSARY TO ENTER OR WIN.  
PURCHASING A PRODUCT OR SENDING A TEXT MESSAGE WILL NOT IMPROVE  
YOUR CHANCES OF WINNING.**

**MIAMI DOLPHINS NFL RIVALS AUTOGRAPHED FOOTBALL SWEEPSTAKES  
("PROMOTION") IS OPEN ONLY TO LEGAL RESIDENTS OF THE STATE OF  
FLORIDA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF DATE OF  
ENTRY. VOID OUTSIDE OF FLORIDA OR WHERE PROHIBITED BY LAW.  
PROMOTION IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED  
STATES.**

**BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A  
BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.  
WITHOUT LIMITATION, THIS CONTRACT INCLUDES CERTAIN RELEASES FROM  
YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES, INCLUDING A  
WAIVER OF YOUR RIGHT TO A TRIAL BY JURY.**

**BY ENTERING VIA TEXT YOU AGREE TO RECEIVE TWO (2) TEXT MESSAGES  
REGARDING THE OPERATION OF THE PROMOTION.**

**1. ELIGIBILITY:**

The Promotion is open to all legal residents of the state of Florida who are 18 years of age and older at time of entry.

Notwithstanding the foregoing, the following individuals and members of their families (parents, grandparents, children, siblings, spouses) and immediate household members (whether related or not) are not eligible for participation: employees, officers, and directors of Mythical, Inc ("Sponsor"), Miami Dolphins Ltd., South Florida Stadium LLC, National Football League ("NFL"), NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, FanUp Software Inc., and their respective parent, subsidiary, and affiliated companies, their respective printers, and advertising, promotion, fulfillment agencies, alcoholic beverage suppliers, wholesalers, distributors, and importers, and alcoholic beverage retailers. All federal, state, and local regulations apply.

## **2. START/END DATES:**

The Promotion begins at 2:00 AM United States Eastern Time (“ET”) on February 13, 2024 and ends at 11:55 PM ET on February 18, 2024 (the “Promotion Period”).

## **3. HOW TO ENTER:**

There are two ways to enter the promotion:

- **APP DOWNLOAD:** During the Promotion Period, submit an entry by clicking <https://www.miamidolphins.com/forms/nfl-rivals-enter-to-win> and follow the prompts to enter the Promotion. You must fully complete the registration including first name, last name, zip code, phone number, and email address, and you must download the NFL Rivals app to complete your entry. Normal time rates, if any, charged by Internet service provider will apply. iPhone and Android users can download the NFL Rivals game app by visiting <https://nflrivals.sng.link/D6fxh/1nu2/11xb>
- **MAIL-IN ENTRY:** You may mail-in one entry Mail-in entries should include a 3x5 card with the printed fields of First Name, Last Name, Email Address, Mailing Address, and Phone Number, and should be addressed to: FanUp Software INC, ATTN: Dolphins Rivals Football Sweeps, 34 Outlier Way, Bozeman, MT 59714. Upon receipt, you will automatically receive one (1) entry into Promotion. Entry must be post-marked by February 14, 2024 and received by February 18, 2024.

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 Promotion.

By participating and submitting an entry, entrant agrees that Sponsor, Miami Dolphins, Ltd., and any participating parties are authorized to contact entrant via e-mail to make entrant aware of information pertinent to the Promotion, 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.

## **4. PRIZES:**

One (1) Promotion prize will be awarded. The Promotion prize is one (1) Tyreek Hill autographed white panel football.

Total ARV of the Sweepstakes prize: \$250.

All Promotion prize details are at Sponsor's sole discretion. Prizes are not transferable or redeemable for cash. No substitutions of prizes by winners allowed, but Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. The winner is strictly prohibited from auctioning, trading or otherwise transferring the prize unless Sponsor consents in writing. No more than the stated number of prize(s) will be awarded. The Released Parties are not responsible for and Winner will not receive the difference, in any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Promotion-related correspondence or material.

All expenses and travel costs incurred as a result of seeking, winning, and/or making use of a prize are the sole responsibility of winner. Any expense or cost not expressly stated in the description of the prizes set forth above is the sole responsibility of winner.

**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.**

**5. ODDS OF WINNING:**

Odds of winning a Sweepstakes prize depend on the total number of prizes available divided by the total number of entries during the Promotion Period.

**6. WINNER SELECTION, NOTIFICATION, AND VERIFICATION:**

Potential winners will be contacted by telephone, e-mail, and/or text. If any potential winner cannot be reached within one day of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize, or in the event of noncompliance with these Official Rules, such prize will be forfeited and an alternate winner will be selected from among all remaining eligible entries. Upon forfeiture of any prize, no compensation will be given.

All potential winners may be required to sign and return, where legal, a Declaration or Affidavit of Eligibility and Liability/Publicity Release within one day of notification that he/she is a potential winner. No potential winner will be an official winner until his/her Declaration of Eligibility / Release of Liability has been returned and eligibility has been formally verified by Sponsor. If any potential winner fails to comply with these Official Rules and/or to submit the required documentation

within the designated time period, he/she will be automatically disqualified and the prize may be awarded to an alternate winner.

## **7. LICENSE AND RELEASE:**

Participation in the Promotion and acceptance of prize constitute winner's and guest's permission for Sponsor or its agents to photograph, film, and record each winner and guest and to use his/her name, address (city and state), likeness, photograph, voice, biographical information, and/or any statements made by each winner and guest regarding the Promotion or Sponsor for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law. By participating and/or accepting a prize, entrants, winner(s), and guest(s) acknowledge and agree to release and hold harmless Sponsor, Sponsor's advertising and promotional agencies, Miami Dolphins, Ltd., South Florida Stadium LLC (d/b/a Hard Rock Stadium), the National Football League, FanUp Software Inc., and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors ("Released Parties") from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death that may occur in connection with, preparation for, travel to, or participation in the Promotion, or participation in, possession, acceptance, and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Sponsor shall not be responsible for any cancellations, delays, diversions, substitutions, or omissions whatsoever by any other persons providing any services to winner, including any results thereof, such as changes in services or location necessitated by same. Sponsor is not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism. Sponsor shall not be liable for any loss or damage to personal belongings. Entrants who do not comply with these Official Rules or who attempt to interfere with this Promotion in any way shall be disqualified. There is no purchase required to participate in the Promotion or to win any prize in the Promotion. A purchase does not increase odds of winning.

## **8. ADDITIONAL TERMS:**

Sponsor reserves the right to alter, suspend, or terminate the Promotion at any time and with or without notice if, in Sponsor's sole discretion, the integrity of the Promotion becomes or is likely to become compromised in any way. In the event the Promotion is terminated prematurely, all eligible entries received prior to the Promotion termination or suspension date will be included in the next prize drawing. No automated devices, bots, and/or other programs and/or software are permitted. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. No mass or mechanically reproduced, photocopied, altered, or forged entries will be allowed. Delivery of a prize will

require a street address located within the State of Florida. Sponsor is not responsible for lost, late, illegible, stolen, torn, altered, incomplete, invalid, unintelligible, misdirected, technically corrupted, garbled, or postage-due entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

In case of a dispute as to the identity of any entrant, an entry made by Internet will be deemed made by the authorized account holder of the telephone number used to enter. The "authorized account holder" is deemed the natural person who is assigned to a phone number by a telecommunications provider, service provider, or other online organization that is responsible for assigning telephone numbers. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the telephone number associated with the winning entry.

If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, automated entries, requests, fraud, technical failure, human error, or any other cause beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Promotion. Sponsor assumes no responsibility for any error, omission, interruption, telephone or other communications malfunctions, deletion, defect, delay in operation or transmission, communications line failure, or theft or destruction of, unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone networks or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to, or resulting from, participation or downloading of any materials in the Promotion.

Sponsor and its agents are not responsible for printing, distribution, or production errors and may, in their sole discretion, rescind, cancel, suspend, modify, or revoke this Promotion based upon any such error without liability. If by reason of a printing, computer, or other error more prizes are awarded in a prize category than the number set forth in these Official Rules, all persons purportedly making valid claims will be included in a random drawing to award the advertised number of prizes available. In no case will more than the advertised number of prizes be awarded. Antifraud detection devices may be used for verification purposes. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

In the event Sponsor is prevented from continuing with the Promotion by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Promotion or prize, as applicable. Sponsor shall further have the right to modify, suspend, or terminate the Promotion or prize, as applicable, if in Sponsor's sole discretion the same should become adversely affected by the COVID-19 pandemic, including without limitation due to any cancellations of any event as applicable.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Headings are solely for convenience and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

**Caution: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.**

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO, AND USE OF, THE WEBSITES AND/OR THIS PROMOTION, OR ENTRANT'S DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE PROMOTION.

## **9. DISPUTES AND 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 Promotion. Any controversy or claim arising out of, or relating to, these Official Rules and/or the Promotion 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 New York, NY.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE

LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS  
CONFLICTS OF LAWS AND RULES.

For any matters that 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 Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York, NY. The parties agree not to raise the defense of forum non conveniens.

**10. USE OF DATA:**

Sponsor will be collecting and sharing personal data provided by Entrants to be used for marketing purposes in accordance with Sponsor's privacy policy which can be found at <https://nfl.rivals.game/privacy-policy> and Miami Dolphins, Ltd.'s privacy policy which can be found at <https://www.miamidolphins.com/legal/privacy-policy>. Please review Sponsor's Privacy Policy. Entrant hereby agrees to Sponsor's collection and usage of his/her personal information and acknowledges that he/she has read and accepted Sponsor's Privacy Policy.

**11. LIST OF WINNERS:**

To obtain a list of winners, send a self-addressed, stamped envelope, with sufficient postage, to FanUp Software INC, Re: MD/Rivals Playoffs, 34 Outlier Way, Bozeman, MT 59718. All requests for a list of winners must be postmarked by February 25, 2024 and received by March 10, 2024

**12. SPONSOR: Mythical, Inc.**

**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 this promotion or any prize awarded. Except for Sponsor, the NFL Entities have not offered or sponsored this promotion in any way.**

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