

# CHICAGO BEARS OFFICIAL APP 2024 HOME GAME IN-APP EXCLUSIVE SWEEPSTAKES

September 8, 2024 – December 26, 2024

## OFFICIAL RULES

### NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE

### A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

**1. HOW TO ENTER:** The Chicago Bears Official App Home Game In-App Exclusive Sweepstake Rules (the “Sweepstakes”) starts September 8, 2024 at 10:00AM Central Time (“CT”) and ends on December 26, 2024 at 11:59PM CT (“Entry Period”). To enter the Sweepstakes, follow the on-screen instructions to fill out and submit the Sweepstakes entry form (“Entry Form”) during the Entry Period. Limit one (1) entry per person during the Entry Period.

**2. ELIGIBILITY:** The Sweepstakes is open to (a) all residents of the United States (excluding residents of Rhode Island), (b) who are at least 18 years of age as of the date of entry, and (c) have downloaded the Chicago Bears Official App from the Apple Store or Google Play Store. Employees, officers, directors, agents, and representatives of The Chicago Bears Football Club, Inc. (“Sponsor”), and their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, advertising and promotion agencies, and their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister) and/or those living in the same household of each are not eligible. All federal, state and local laws and regulations apply. Void where prohibited by law.

**3. AGREEMENT TO RULES:** By participating in the Sweepstakes, you (a) agree to be fully and unconditionally bound by these Rules, which constitute a contract, (b) represent and warrant that you meet the eligibility requirements set forth herein, and (c) agree that the decisions of the Sponsor shall be final and binding in all respects.

**4. SELECTION OF WINNER:** There will be eight (8) chances to win during the Entry Period. One (1) “Prize Winner” will be selected in a random drawing at noon (12:00PM CT) the day after each regularly scheduled home game played at Soldier Field during the Entry Period from among all eligible entries received to date. Odds of winning depend upon the number of eligible entries received to date. There will be no random drawing following the Chicago Bears’ international game, scheduled for October 13, 2024. For the name of the Prize Winners, after the completion of the Sweepstakes, send a separate, self-addressed, stamped envelope to: Chicago Bears, Attn: Molly Brown, 2024 Chicago Bears Official App Home Game In-App Exclusive Sweepstakes – Prize Winners, Halas Hall, 1920 Football Drive, Lake Forest, IL 60045 by January 27, 2024.

**5. PRIZES:** Subject to verification of eligibility, each Prize Winner will receive a player signed mini helmet, jersey or football (“Prize”), to be determined at Sponsor’s sole discretion. Approximate retail value of each Prize is \$200.00; total approximate retail value of all Prizes is \$1,800.00. Sponsor reserves the right to substitute each Prize with another of equal value should any unforeseen circumstances occur. All state, federal, and local taxes or other expenses

not specified herein are the sole responsibility of the Prize Winners. No Prize substitutions or cash redemption will be made except in Sponsor's sole discretion. Sponsor will mail each Prize to each winner to the address provided by the winner. Sponsor will be responsible for all mailing costs.

**6. LIMITATION OF LIABILITY/DISCLAIMERS:** TO THE FULLEST EXTENT PERMITTED BY LAW, BY ENTERING THE SWEEPSTAKES, ALL ENTRANTS FOREVER WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SPONSOR AND THE NFL ENTITIES (AS DEFINED HEREIN), AND EACH OF THEIR RESPECTIVE AFFILIATES, PARTIES, OWNERS, EMPLOYEES, AGENTS, ATTORNEYS, DIRECTORS, OFFICERS, SHAREHOLDERS, CONTRACTORS, SUCCESSORS, ASSIGNS AND INSURERS (COLLECTIVELY "RELEASED PARTIES") FOR, FROM AND AGAINST, ANY AND ALL CLAIMS, DEBTS, LIABILITIES, DEMANDS, OBLIGATIONS, COSTS, FEES, EXPENSES, ACTIONS, CAUSES OF ACTION WHATSOEVER, OF EVERY NATURE, CHARACTER AND DESCRIPTION (COLLECTIVE, "CLAIMS"), KNOWN AND UNKNOWN, INCLUDING, BUT NOT LIMITED TO, ALL THOSE ARISING OUT OF OR IN ANY WAY RELATED TO THE SWEEPSTAKES, THESE OFFICIAL RULES, ENTRANT'S ENTRY, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, AND ANY PARTICIPATION IN THE SWEEPSTAKES.

IN ADDITION, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH: (I) LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, INCOMPLETE, ILLEGIBLE, UNINTELLIGIBLE OR MISDIRECTED ENTRIES; (II) ANY CONDITION CAUSED BY EVENTS BEYOND THE CONTROL OF THE SPONSOR THAT MAY CAUSE THE PROMOTION TO BE DISRUPTED OR DISCONTINUED; (III) ANY FAILURE TO RECEIVE OR PROCESS ENTRIES DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION, HUMAN, TRANSMISSION OR TECHNICAL PROBLEMS, FAILURES, OR MALFUNCTIONS OF ANY KIND, HOWSOEVER ORIGINATING, THAT MAY LIMIT AN PARTICIPANT'S ABILITY TO PARTICIPATE IN THE SWEEPSTAKES INCLUDING ANY INTERRUPTIONS TO ANY NETWORK, SERVER, INTERNET, WEBSITE, TELEPHONE, SATELLITE, COMPUTER OR OTHER CONNECTIONS; (IV) GARBLED, MISDIRECTED OR JUMBLED TRANSITIONS, OR TRAFFIC CONGESTION; (V) ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND CAUSED BY A PRIZE OR RESULTING FROM ACCEPTANCE, POSSESSION, OR USE OF A PRIZE, OR FROM ENTRY INTO OR PARTICIPATION IN THE PROMOTION (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, OR ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES RELATED TO OR BASED ON THE PARTICIPANT'S RIGHTS OF PUBLICITY OR PRIVACY, OR THE PARTICIPANT'S CLAIM THAT THEY HAVE SOMEHOW BEEN DEFAMED OR PORTRAYED IN A FALSE LIGHT); (VI) ANY PRINTING OR TYPOGRAPHICAL ERRORS IN ANY MATERIALS ASSOCIATED WITH THE PROMOTION, (VII) HUMAN ERROR AND OTHER ERRORS; OR (VIII) LATE, LOST, DELAYED, OR DAMAGED DELIVERY OF THE PRIZE.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT ALSO AGREES TO INDEMNIFY, DEFEND, RELEASE, DISCHARGE AND HOLD HARMLESS RELEASED PARTIES FROM ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER FOR INJURIES,

DEATH, DAMAGES OR LOSSES TO PERSONS AND PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, POSSESSION, USE OR MISUSE OF ANY PRIZE BY ENTRANT AND ENTRANT'S GUESTS AND INVITEES, INCLUDING WITHOUT LIMITATION, CLAIMS FOR BREACH OF CONTRACT, INFLICTION OF EMOTIONAL DISTRESS, DEFAMATION, FALSE LIGHT, COMMON LAW OR STATUTORY MISAPPROPRIATION, INVASION OR OTHER VIOLATIONS OF ANY ACTUAL OR PURPORTED RIGHT OF PRIVACY AND/OR PUBLICITY, AND CLAIMS UNDER EQUIVALENT FEDERAL, STATE OR PROVINCIAL LAWS ARISING FROM PARTICIPATION AND ANY EXPLOITATION OF ANY OR ALL OF THE RIGHTS GRANTED TO SPONSOR.

"NFL ENTITIES" IS DEFINED AS THE NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, NFL VENTURES, L.P., NFL PROPERTIES LLC, NFL ENTERPRISES LLC, NFL PRODUCTIONS LLC AND NFL INTERNATIONAL LLC AND EACH OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES.

**7. ARBITRATION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrant agrees that (a) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Sponsors; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction.

**TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AN ENTRANT OR WINNER BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH ENTRANT AND WINNER HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO THE SWEEPSTAKES, THESE OFFICIAL RULES, ENTRANT'S ENTRY, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO EACH ENTRANT.**

**ENTRANTS UNDERSTAND THAT EACH ENTRANT IS WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, ENTRANT ACKNOWLEDGES THAT ENTRANT HAS READ AND UNDERSTANDS, AND HEREBY EXPRESSLY WAIVES, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

**8. PUBLICITY RELEASE:** Except where prohibited by law, by participating in the Sweepstakes, each entrant irrevocably grants the Released Parties the right to use each such entrant's name, photograph, image, video, and biographical information, in any and all media for any purpose, including, without limitation, advertising and promotional purposes, without additional compensation and each entrant hereby releases the Released Parties from any liability with respect thereto, except where prohibited.

**9. ENTRANTS' PRIVACY:** Any personally identifiable information collected in connection with an entrant's participation in this Sweepstakes will be used by Sponsor, its respective affiliates, and agents only for purposes of the proper administration and fulfillment of the Sweepstakes, as described in these Official Rules, and in any manner consistent with Sponsor's respective Privacy Policy, available at <https://www.chicagobears.com/about/privacy-policy>.

**10. ADDITIONAL DISCLAIMERS:** If the Sweepstakes is not capable of running as planned for any reason, including, without limitation, because of a printing error, human error, unauthorized intervention, fraud, technical failure or other cause which corrupt or threaten to corrupt or adversely affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes or any fire, flood, weather event, epidemic, earthquake, labor dispute or strike, or any federal, state or local government law, order or regulation, or order of any court or jurisdiction, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes, including awarding the prizes from among eligible entries received prior to the date of the cancellation, modification or suspension. All entrants, as a condition of entry, agree to abide by and be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes. Sponsor reserves the right to permanently disqualify or void the entries of any person it believes has violated these Official Rules. Entrants further agree to not knowingly damage or cause interruption of the Sweepstakes and/or prevent others from using the Sweepstakes. Any person who supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these official rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law

**11. SEVERABILITY.** If any provision(s) of these Official Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor reserves the right, in its sole discretion, to supplement or make changes to these Official Rules.

**12. SOCIAL MEDIA DISCLOSURE.** Although this Sweepstakes may be advertised on Facebook, the platform X, formerly known as Twitter, Instagram, YouTube or other social media platforms ("Social Media Platforms") of Sponsor, this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Social Media Platforms. Entrants are providing their information to the Sponsors and not to Social Media Platforms. The information an Entrant provides will only be used by Sponsor and its agents. By entering, entrants provide a complete release of Social Media Platforms from any and all responsibilities implied or provided by Sponsor.

**13. GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANTS, SPONSOR OR RELEASED PARTIES IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE

OF ILLINOIS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**14. OFFICIAL RULES:** For a copy of the Official Rules please send a self-addressed, stamped envelope to: The Chicago Bears Football Club, Inc., Attn: 2024 Chicago Bears Official App Home Game In-App Exclusive Sweepstakes- Official Rules-09/08/24 – 12/26/24, 1920 Football Drive, Lake Forest, Illinois 60045. Requests must be received by December 31, 2023.

**15. SPONSOR:** The Chicago Bears Football Club, Inc., Halas Hall, 1920 Football Drive, Lake Forest, Illinois 60045.