

**THE GAME DAY BLITZ BUNDLE SWEEPSTAKES
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN
A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING
YOU HAVE NOT YET WON A PRIZE**

The following "Game Day Blitz Bundle Sweepstakes" (the "Sweepstakes") is intended for participants in the United States and the District of Columbia only and shall be construed and evaluated according to the laws of the United States. Do not proceed in this Sweepstakes if you are not a legal resident of the United States. The Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. The Sweepstakes is void where prohibited or restricted by law, rule or regulation. You will need to have internet access as of the date of entry to participate in this Sweepstakes. Decisions of Sponsor are final and binding with respects to all matters relations to the Sweepstakes.

1. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older and who meet their jurisdiction's minimum age requirement. Employees, officers, and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of BDG Media, Inc. (the "Sponsor"), and its respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the Sweepstakes ("Related Entities") are not eligible to participate or win a Prize (as defined below in Section 5).
2. **TIMING:** The Sweepstakes begins at 10:00:00 AM Eastern Standard Time ("EST") on January 24, 2023 and ends at 6:00:00 PM EST on January 31, 2023 ("Sweepstakes Period").
3. **HOW TO ENTER:** During the Sweepstakes Period, visit <https://gamedayblitz.splashthat.com/> and follow the instructions to complete and submit the Entry Form (individually defined as "Entry" and collectively defined as "Entries"). All Entries must be received by Sponsor during the Sweepstakes Period. Your Entry constitutes your consent to participate in this Sweepstakes. **Limit one (1) Entry per person/email account.** Duplicate Entries made by an entrant in excess of the number stated herein will be disqualified. You may not use multiple means of entry (e.g. multiple email accounts) to circumvent the Entry limit.

All Entries become property of the Sponsor and will not be acknowledged or returned and the Sponsor has the right to dispose of the Entries at Sponsor's sole discretion. Sponsor is not responsible for any lost, late, misdirected, illegible, incomplete, mutilated, postage due or mechanically reproduced Entries or Entries that have been tampered with or not obtained through legitimate channels, all of which will be disqualified. Mechanically reproduced Entries or Entries generated or submitted with the use of a robotic, automated, macro, or script device, or other automated means or any other means intended to impact the integrity of the Sweepstakes as determined by Sponsor in Sponsor's sole discretion are void. Sponsor is not responsible for illegible, incomplete or stolen Entries or Entries or that are processed late or are lost or deleted due to computer or electronic malfunction, or other error.

Use of a mobile device to participate in this Sweepstakes is not required. If you use a mobile device to enter, message and data rates may apply, and entrants will be solely responsible for any and all applicable charges. Please consult your wireless-service provider regarding its pricing plans. By submitting an Entry, entrant agrees to abide by the terms of these Official Rules and that information submitted is subject to the Sponsor's Privacy Policy available at <https://bdg.com/info/privacy-policy>. Sponsor's computer is the official time-keeping device for this Sweepstakes.

4. RANDOM DRAWING/ODDS OF WINNING: Two hundred (200) Prize Winners will be selected in a random drawing from among all eligible Entries received during the Sweepstakes Period. The random drawing will be conducted on or about February 1, 2023. Odds of winning depend upon the total number of eligible Entries received. The random drawing will be conducted by the Administrator. Sweepstakes entrants agree to be bound by the terms of these Official Rules and by the decisions of the Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Entries are subject to verification of eligibility and compliance with the terms of these Official Rules. All Prizes may not be awarded in the event an insufficient number of eligible Entries are received. If there is a dispute regarding the identity of a winner, the registered account holder of the email account used to submit the winning Entry will be deemed the winner, subject to such owner's compliance with the Official Rules. Sponsor reserves the right to deliver Prizes to the mailing address supplied by the winners at the time of Winner Notification.

5. TWO HUNDRED (200) PRIZES AND THEIR APPROXIMATE RETAIL VALUES ("ARV"): Two hundred (200) Winners will each receive one (1) Game Day Blitz Bundle Box consisting of the following items each designated by Sponsor: (i) one (1) Mini Football (ARV: \$5.00); (ii) one (1) S'well Football Can Chiller (ARV: \$30.00); (iii) one (1) pair of Bombas Socks (ARV: \$14.00); and (iv) one (1) Poppin Notebook (ARV: \$12.00) (i, ii, iii and iv, "Prize"). **The combined ARV of each Prize: \$61.00. THE TOTAL COMBINED ARV OF ALL PRIZES (each individually a "Prize" and collectively, "Prizes"): \$12,200. Limit one (1) Prize per household.** Prizes must be delivered to a valid U.S. address. The value of any Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of a Prize is more than the actual fair market value of a Prize, the difference will not be awarded in cash or otherwise. There is no cash alternative for any Prize, in whole or in part. Prizes are non-assignable, non-transferable and non-exchangeable. No cash compensation, refunds, or alternatives will be offered due to a winner's inability to attend, claim, or use a Prize. If an advertised prize cannot be awarded due to circumstances beyond Sponsor's reasonable control, a substitute prize of equal or greater value may be awarded in Sponsor's sole discretion. In no event shall the Sponsor be obligated to award more prizes than the number of Prizes stated in these Official Rules. Each Prize Winner acknowledges that Released Parties (as defined below) have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. **PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND EXPRESSED OR IMPLIED.**

6. WINNER NOTIFICATION AND ACCEPTANCE REQUIREMENTS: Sponsor will contact winners by the email address provided at the time of Entry. Sponsor is not liable for a winner's failure or inability to receive communications sent by Sponsor or Administrator to the contact information provided. To receive a Prize, the winner must: (a) respond to Sponsor within five (5) business days of initial contact to confirm eligibility; and (b) sign and return an affidavit or declaration of eligibility and liability and publicity release ("Declaration and Publicity Release") to Sponsor within five (5) business days of Sponsor's notification. A potential Prize Winner may be disqualified under any of the following circumstances; **i)** if he/she cannot be reached by Sponsor or Sweepstakes Administrator within the specified time period; **ii)** If a Prize notification or email address is returned as undeliverable; **iii)** if a potential Prize Winner is found to be ineligible; **iv)** if a potential Prize Winner does not return the required Declaration and Publicity Release within the required time period; **v)** if a potential Prize Winner is unwilling to accept the Prize as stated in these Official Rules; or **vi)** if a potential Prize Winner does not comply with these Official Rules. All Prize Winners are solely responsible for any and all federal and applicable state taxes on the Prizes. By accepting a prize, each Prize Winner agrees to grant Sponsor the right, except where prohibited by law, to use his/her/their name, likeness, picture, address (city and state), e-mail address, voice, biographical information, hometown, testimonial, video, and written or oral statements, for advertising and promotional purposes, including social media purposes, in promoting or publicizing Sponsor, Sweepstakes Partner and their respective products or services in any media now known or hereinafter developed, worldwide, without compensation unless required by law in Sponsor's sole discretion. Prize Winners shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity)

arising out of any use, blurring, alteration, or use in composite form of any use described herein, or Entry. Prize Winners shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of any use described herein, or Entry. Prizes will be delivered within four (4) to six (6) weeks from the date Winner has been verified by Sponsor. Claims for non-receipt of a prize by any winner will be void after ninety (90) days from date of Winner verification. POTENTIAL PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR THE SWEEPSTAKES ADMINISTRATOR. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND A POTENTIAL SWEEPSTAKES PRIZE WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR IS NOT RESPONSIBLE FOR FRAUDULENT CALLS OR EMAILS MADE TO THE ENTRANTS NOT BY SPONSOR OR SWEEPSTAKES ADMINISTRATOR OR FOR ANY CHANGE OF ENTRANT'S EMAIL ADDRESS OR MAILING ADDRESS.

- 7. WAIVER OF LIABILITY/PUBLICITY RELEASE:** By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against the Sponsor, and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of the Prize (or any portion thereof). By entering this Sweepstakes, each entrant gives his/her express permission to be contacted by the Sponsor, and/or Administrator by telephone, e-mail and/or postal mail for Sweepstakes purposes. Each Prize Winner, by acceptance of a Prize, grants to Sponsor, and each of their respective designees the right (unless prohibited) to publicize such Prize Winner's name, address (city and state of residence), photograph, voice, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.
- 8. GENERAL CONDITIONS:** Released Parties are not responsible for stolen, late, incomplete, incorrect, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, misaddressed, undelivered, mutilated or garbled payment transactions or Entries, transmissions, e-mail or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; any error, omission, interruption, defect or delay in transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed e-mail notifications; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of transactions or entries, the announcement of the Prizes or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor, and/or their respective

agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in its sole discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right, in their sole discretion, to cancel or suspend the Sweepstakes (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof). In the event the Sponsor or the Released Parties are prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's or the Released Parties' control (each a "Force Majeure" event) the Sponsor, and the Released Parties shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. In the event of cancellation, Sponsor may elect to identify the Prize Winners and award the Prizes by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation. Sponsor also reserves the right, in their sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR AND/OR THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- 10. GOVERNING LAW & JURISDICTION:** The Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in "Binding Arbitration" Section of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the City of New York.
- 11. USE OF INFORMATION:** The information that you provide in connection with the Sweepstakes may be used for Sponsor's internal purposes and will be provided to other third parties, as necessary for the administration of the Sweepstakes or as required by law or legal process. Entry constitutes permission to post the Winner's name on its Website and to use Winner's name, hometown and/or likenesses for purposes of advertising this Sweepstakes without further compensation unless prohibited by law. For additional information about Sponsor's Privacy Policy go to: Sponsor's Privacy Policy available at <https://bdg.com/info/privacy-policy>.
- 12. WINNERS LIST:** The first name, first initial of the last name, city and state of residency for confirmed winners will be available upon written request to the Sponsor at the address listed below for two (2) years following the Random Drawing date.
- 13. SPONSOR:** The Sponsor of this Sweepstakes is the BDG Media, Inc., 315 Park Avenue South, 11th Floor, New York, NY 10010.