## XFL 20 Day Giveaway Sweepstakes

## **OFFICIAL RULES**

NO PAYMENT, ENTRY FEE OR PURCHASE REQUIRED. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES. ENTRANTS MUST BE AT LEAST EIGHTEEN (18) YEARS OLD AT TIME OF ENTRY. VOID WHERE PROHIBITED.

**HOW TO ENTER.** The Twenty Day Giveaway Sweepstakes (the "Sweepstakes") begins at 12:00 A.M. EST on January 29, 2023 and ends at 11:59 P.M. EST on February 18, 2023 (the "Entry Period"). The promotion is sponsored by XFL Properties LLC (the "Sponsor"). Sponsor's clock is the official time keeping device of the Sweepstakes.

There is one method of entry ("Sweepstakes Entry Method"): Enter by visiting <a href="www.xfl.com/20daygiveaway">www.xfl.com/20daygiveaway</a> during the Entry Period and following the instructions for the Sweepstakes provided therein to submit a completed entry form.

Limit one (1) entry per person per day during the Entry Period. Entrance into the Sweepstakes through multiple email accounts will disqualify entrant from the Sweepstakes. All entry materials become the property of the Sponsor and will not be acknowledged or returned. Each action completed earns the entrant one (1) entry in the Sweepstakes drawing as noted.

NO PURCHASE NECESSARY. A purchase will not increase your chances of winning.

**ELIGIBILITY.** This Sweepstakes is open only to natural persons who are legal residents of the United States of America, who are at least eighteen (18) years of age at the time of entry, and who have a valid email address. Employees, officers, directors and agents of Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, and the immediate family members (meaning spouses, parents, siblings, children and their respective spouses) and members of the households of such employees, officers, directors and agents are not eligible. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email account will be deemed to be the entrant. Sponsor may request any potential winner to provide proof that such person is the winner. All potential winners are subject to verification before any prize will be awarded. Sponsor reserves the right to permanently disqualify from this Sweepstakes any person it believes has intentionally violated these Official Rules. Sweepstakes is subject to all federal, state and local laws. VOID WHERE PROHIBITED.

**DRAWING.** The Winners (as defined below) will be selected at random from among all eligible entries received. The random drawings shall take place each day during the Entry Period by Sponsor, or its designee, whose decisions are final and binding on all aspects of this Sweepstakes and not subject to appeal. The potential winners will be contacted by email or phone within approximately one (1) business day after being selected. Potential winners will be required to claim his or her prize within two (2) business days of the time the winner notification is sent. To claim the prize, the winners must respond as directed in the message sent to the potential winners. Potential winners may be required to provide additional information to confirm identity

and eligibility and also may be required to complete and sign an Affidavit of Eligibility, a Liability Release and, where legal, a Publicity Release, and any other documentation that Sponsor may require and to see to it that Sponsor is in receipt of such information and documents within two (2) business days of being requested to provide the same. In all cases, Sponsor reserves the right to request proof of identity, residency and age, and the winners will be deemed to have forfeited the prize if Sponsor, in its sole discretion, finds that the proof is unsatisfactory. The prize will be forfeited (i) if potential winners does not timely provide the requisite information, return the requisite documents or cannot be reached within two (2) business days from initial notification attempt, (ii) if prize is returned as non-deliverable, and/or (iii) in the event of non-compliance with any of the requirements of these Official Rules.

**PRIZES.** Twenty (20) winners ("Winners") will each receive one (1) prize from Sponsor in the form of Sponsor merchandise, game tickets to Sponsor events, or other prizes as designated by the Sponsor in its sole discretion (the "Prizes"). Approximate retail value ("ARV") of the Prizes range from \$20.00 USD to \$100.00 USD. The ARV is determined as of the date of the printing of these Official Rules. The difference in the value of the Prizes as stated herein and value at time of Prize notification, if any, will not be awarded.

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion and are subject to change. In the event that Sponsor is unable to provide the Winners with the Prizes or any portion thereof, the Sponsor may elect to pay the Winners the ARV of the Prizes or award an alternate prize of comparable or greater value. The Prizes are awarded "AS IS" and without warranty of any kind, express or implied. Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prizes. The Winner may be required to provide Sponsor with a valid social security number or tax identification number before the Prize will be awarded for tax purposes. An IRS Form 1099 may be issued in the name of the Winners, or if a minor in the jurisdiction in which she or he resides, in the name of her/his parent or legal guardian, for the actual value of the Prize received. Unclaimed Prizes will be forfeited.

Winners are solely responsible for any and all expenses and incidental travel costs not expressly stated in the Prize description herein, including, but not limited to, transportation, hotel, meals and beverages, gratuities, concessions at events, personal incidentals, applicable taxes and insurance. Sponsor is not responsible in the event that any event is cancelled or postponed for any reason.

Where applicable, Winners may attend events with a guest who is under the age of majority if: (a) the parent or legal guardian of the guest has executed an Authorization Form, giving consent, a Liability Release and, where legal, a Publicity Release, on such guest's behalf; and (b) Sponsor, in its sole discretion, has granted its approval. In all cases, the Winners' guests, or the parent/legal guardian of any guest who is a minor in his or her state of residence, will be required to sign a Liability and Publicity Release (except where prohibited by law).

Winners and guests agree to comply with all applicable venue regulations in connection with the event.

Prizes may not be substituted, transferred or redeemed for cash, except by Sponsor, who reserves the right to substitute similar prize of comparable or greater value in its sole discretion.

**ODDS OF WINNING.** Odds of winning depend on the number of eligible entries received.

**GENERAL CONDITIONS.** Sweepstakes entrants agree to be bound by the terms of these Official Rules and decisions of Sponsor which are final and binding on all matters relating to this Sweepstakes. By entering, participants (and parent/legal guardian if participant is a minor) release and hold harmless Sponsor and each of its subsidiaries, affiliates, representatives, promotion, advertising and online technology agencies, prize suppliers and all others associated with the development or execution of this Sweepstakes and each of their respective owners, shareholders, directors, officers, employees, contractors and agents (the "Releasees") from any and all liability or any injuries, loss or damage of any kind arising from or in connection with participation in this Sweepstakes or acceptance, use, misuse or nonuse of any prize or parts thereof (including activity or travel related thereto), including, without limitation, liability for death, personal injury, damage or loss of any kind, and from liability to any other persons relating to or resulting from entering or downloading materials or software in connection with this Sweepstakes. The Releasees do not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any Prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority, of if the Sweepstakes cannot take place or if the Prizes cannot be awarded due to acts of war, natural disasters, weather, acts of terrorism, or if the Event is cancelled for any reason. Sponsor reserves the right to modify this Sweepstakes in any way it deems necessary or appropriate and to cancel this Sweepstakes if it deems necessary or appropriate.

**INTERNET.** The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically register and/or enter repeatedly is prohibited ("Suspect Entries"). If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes for any reason. Should this Sweepstakes be terminated, Sponsor reserves the right to select the Winners in a random drawing from among all eligible, non-Suspect Entries received as of the action requiring such termination. Releasees assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Releasees are not responsible for lost, late, garbled or misdirected or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY

ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**DATA COLLECTION.** All personal information submitted in relation to the Sweepstakes will be handled in accordance with applicable privacy laws, these Official Rules, and the privacy policy of Sponsor which may be found at **https://www.xfl.com/privacypolicy**. The name of the Winners will be made available as provided for below.

**LIST OF WINNERS.** For the names of the Winners, available after March 20, 2023, send a self-addressed stamped envelope to: XFL Properties LLC, 1905 E. Randol Mill Rd., Arlington, TX 76011. Requests must be received by May 19, 2023.

**DISPUTES.** Participants agree that this Sweepstakes is governed solely by the laws of the State of Texas. Any claims arising out of the Sweepstakes shall be governed solely by Texas law and may be brought only in a federal or state court in Texas. If any provisions of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

EXCEPT WHERE PROHIBITED, ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS 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; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, EXCLUDING ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES, ATTORNEY'S FEES, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

**SPONSOR.** This Sweepstakes is sponsored by XFL Properties LLC, 1905 E. Randol Mill Rd., Arlington, TX 76011. All inquiries regarding the Sweepstakes should be directed to XFL Properties LLC.

**SOCIAL MEDIA**. This Sweepstakes may be advertised on social media sites/platforms, but this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, such social media sites/platforms (such as Twitter, Instagram or Facebook).

## **Abbreviated Rules**

## **Website:**

**NO PURCHASE NECESSARY.** A purchase will not increase your chances of winning. Sweepstakes starts and ends at 12:00 A.M. EST on January 29, 2023 and ends at 11:59 P.M. EST on February 18, 2023. See **Official Rules** for instructions on how to enter without a purchase, odds of winning, etc. Open only to legal residents of the U.S. who are age 18 and over. Void where prohibited by law. ARV of Prizes vary from: \$20.00 USD to \$100.00 USD.

Sponsor: XFL Properties LLC