## ESPN College GameDay Pat McAfee's Kicking Contest OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

**1. THE CONTEST**: Pat McAfee's Kicking Contest (the "**Contest**") will award one fan in the "Pit" at ESPN's College GameDay show (the "**Show**"), with the opportunity to attempt a 33-yard field goal.

**2. HOW TO ENTER**: Enter the Pit prior to the start of the Show and obtain a raffle ticket to participate in the Contest. Entrance to the Pit is on a first-come, first-serve basis. Space may be limited. Fans admitted to the Pit are encouraged to wear school colors. Entrance to the Pit is subject to ESPN security procedures and policies.

**3. ELIGIBILITY**: The Contest is open to all legal residents of the United States ages 18 years and over as of the date of entry, unless prohibited in the state, who are present in the Pit during the Show (each a "participant"). The following are not eligible for the Contest: (i) current or former collegiate athletes; (ii) employees and agents of Sponsor, their parent, subsidiary and affiliated companies, and their advertising/promotion agencies, officers, members; and (iii) the "immediate family members" and/or "household members" of any of the persons set forth in (ii) above. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Void in all U.S. Territories (e.g., Puerto Rico and Guam) and wherever prohibited by law. Contest is governed by U.S. law and subject to all applicable federal, state and local laws and regulations. By entering the Contest, participants agree to accept and be bound by all terms of these Official Rules and Regulations ("**Official Rules**"). The decisions of the Sponsor regarding all matters relating to the Contest are final and binding.

**4. CONTESTANT SELECTION**. Sponsor will randomly select a ticket number at or around 8:30 am Eastern Time. That ticket holder will have the chance to attempt a 33-yard field goal (the "**Contestant**"). Sponsor will also randomly select up to two alternate ticket numbers (the "**Alternate Contestants**") in the event the first Contestant is ineligible or declines to participate in the Contest. Once selected, and as a condition of participation, Contestant (and Alternate Contestants, if applicable) will need to confirm their participation in the Contest by completing eligibility verification and signing the Participant Authorization and Waiver of Liability. Contestant must agree to be filmed and/or interviewed and grants Sponsor the right to use all or any portion of such interviews and/or such footage/photos, including appearance, name, voice and likeness in all manner and media, whether now known or hereinafter developed, throughout the world in perpetuity, including for exhibition on ESPN's television networks and other media distribution platforms. Failure of Contestant to timely accept and complete the required documents as set forth above, may constitute forfeiture of being a Contestant, at Sponsor's sole discretion, and an Alternate Contestant will then have the opportunity to participate in the Contest. Potential Contestants must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements mentioned in these rules.

**5. THE CONTEST.** The Contestant (and Alternate Contestant, if applicable) must abide by the following rules for the Contest:

• Contestant will only have one attempt to kick the football.

- Contestant must attempt the goal kick on his/her own behalf. If the Contestant, in their discretion, would be unable to <u>attempt</u> the kick (e.g., due to a physical limitation or condition), then that person may designate someone to kick on their behalf.
- Athletic shoes or rubber cleats are permitted only. Boots, sandals, heels, or shoes with metal spikes are not permitted.
- Contestant must use the football and holder provided by Sponsor.
- Contestant will not be permitted any practice or warm up kicks.
- The attempt must be made from Sponsor's designated marks.
- The attempt must be made in the presence of Sponsor's representatives.
- A winning kick must meet the criteria of a field goal under professional football rules, as determined by Sponsor in its sole discretion.
- No aid of any kind may be given to the Contestant that would enhance the Contestant's chances of successfully completing the Contest.
- Contestant must not be under the influence of drugs or alcohol.
- Sponsor and Sponsor's representatives have the right to disqualify a Contestant for a violation of these conditions.
- Sponsor reserves the right to cancel or suspend the Contest at any time, for any reason (including, but not limited to, inclement weather or other safety concerns) in its sole discretion.

**6. PRIZE**: If the Contestant successfully completes the Contest, then he/she will be awarded \$25,000.00. All state, federal, and local taxes or other expenses not specified herein are the sole responsibility of the winner. No prize substitutions will be made except in Sponsor's sole discretion.

<u>NOTE</u>: If Contestant does not successfully complete the Contest as outlined in these Official Rules, then the Prize will not be awarded.

**7. RELEASE AND INDEMNITY**: By entering the Pit, and accepting a chance to participate in the Contest, participants (and in particular, Contestant(s)) agree to release and to indemnify and hold harmless Sponsor and their parent(s), subsidiaries, other related entities, and each of their respective officers, directors, members, shareholders, assigns, members, successors, employees and agents of each of the foregoing (collectively, the "**Released Parties**") for any liability, injury, death, loss or damages to participant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this Contest (and/or related activities) or the acceptance, possession or use/misuse of a prize.

**8. LIMITATIONS OF LIABILITY**: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment, hardware, software or programming associated or used with the Contest; (2) technical errors, defects, delays or failures of any kind, including without limitation malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (3) digital or electronic disruptions, e.g., viruses or other security breaches; (4) unauthorized human intervention, e.g., hacking; (5) technical or human error which may occur in connection with any aspect of the Contest; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or receipt or use of any prize.

**9. PRIVACY AND PUBLICITY:** All personally identifiable information submitted by participants in the Contest will be used to administer the Contest, select Contestants and fulfill prizes and will be treated according to the Privacy Policies available at <u>www.disneyprivacycenter.com</u>.

Except where prohibited, participation in the Contest constitutes participant's consent to the Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any and all media, in any manner, now or hereafter known throughout the world in perpetuity without further consideration or any payment.

**10. ADDITIONAL DISCLAIMERS**: If the Contest 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 Contest, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest. All participants, 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 Contest. Sponsor reserves the right to permanently disqualify any person it believes has violated these Official Rules. Participants further agree to not knowingly damage or cause interruption of the Contest. 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. DISPUTES**: Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for or the appropriate State court located in New York, (b) all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no Show attorneys' fees, and (c) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**11. OFFICIAL RULES/WINNERS LIST**: For a copy of the Official Rules and/or list of winners, mail a selfaddressed stamped envelope (residents of VT may omit return postage) to ESPN Productions, Inc., Attn: College GameDay Pat McAfee Kicking Contest - Winner, ESPN Plaza, Bristol, CT 06010. Requests must be received within thirty (30) days following the end of the Contest.

**12. SPONSOR**: ESPN Productions, Inc., ESPN Plaza, Bristol, CT 06010.