

FEDEX UCL COMPETITION TERMS AND CONDITIONS

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. COMPETITION ORGANIZER

This Competition, called the “**FEDEX UCL COMPETITION**” (“**Competition**”), is being run by FedEx Express UK Limited, Sutherland House, Matlock Road, Foleshill, Coventry, CV1 4JQ, United Kingdom and its affiliates (“**Administrator**” or “**FedEx**”) in accordance with these terms and conditions (“**Terms and Conditions**”).

- 2. Eligibility and Territory:** The Competition is open only to legal residents of the fifty (50) United States and the District of Columbia (“**Territory**”) who are at least eighteen (18) years old at the time of entry. Employees of FedEx Corporation and each of its subsidiaries as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are ineligible. The Competition is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes Participant’s full and unconditional agreement to these Official Rules and Administrator’s and Administrator’s decisions, which are final and binding in all matters related to the Competition. Winning a prize is contingent upon fulfilling all requirements set forth herein. Eligible persons who participate in the Competition will be referred to as “Participant”, “you” or “your” in these Rules.

3. TERM

The Competition begins at 09:00am EST on 7 March 2023 and ends at 23:59 EST on 4 April 2023. (the “**Competition Period**”).

4. COMPETITION MECHANICS

- a. After clicking on the link provided in this post, participation in the Competition requires Participants to:
 - i. select one (1) of the three (3) digital FedEx boxes presented on the Competition landing page;
 - ii. Following selection of one of the boxes, the Participant will then be asked to supply an answer to a question. All Participants who provide an answer to this question will be entered into a pool from which a winner of the Grand Prize described below will be drawn. The winner of the Grand Prize will be one eligible Participant whose answer to the tiebreaker question is correct or represents the closest match to the tiebreaker answer. In the event that multiple Participants provide the correct answer, all Participants who provide the correct answer, as determined by the Administrator, will be entered into the pool from which the Grand Prize winner (and alternate(s)) will be drawn. In the event that no Participant provides the correct answer, all Participants who provide an answer closest to the correct answer, as determined by the

Administrator, will be entered into the pool from which the Grand Prize winner (and alternate(s)) will be drawn; and

- iii. The Participant will then be asked to provide contact information to allow the Administrator to award the Grand Prize in case the Participant is selected as the Grand Prize winner at the end of the Competition;
 - iv. Following the Participant providing the contact information, an image of a prize may be displayed, or in the alternative, a message that the box selection was not a winning selection will be displayed;
 - v. If the Participant selected a box that reveals a prize, the Participant will be asked to provide identifying information to allow FedEx to send the prize to the Participant;
 - vi. If the Participant selected a non-winning box, a message to that effect will be displayed, advising the Participant that they can play again the next week of the Competition, by clicking on the same link provided above;
- b. The Competition consists of four (4) weekly competition rounds (each, a "Competition Round"). The first Competition Round will commence on the start date of the Competition, with successive rounds to follow on a weekly basis during the Term. Participants are only permitted to participate once per Competition Round.
- c. Participants are responsible for their authority to submit and the accuracy of all information they submit. FedEx will not be in any way liable for any incorrect and/or untruthful information provided by Participants. In any case, FedEx reserves the right to verify the truthfulness of any information provided, which may include requiring proof of identification.
- d. Participants who fail to provide the required information, send the information late, or provide any incomplete, falsified information or information which has been tampered with or not in compliance with what is required in these Terms and Conditions, may be disqualified from the Competition and not qualify for any prize.
- e. FedEx reserves the right to exclude any Participant who breaches any of these Terms and Conditions. FedEx will not be liable for any incomplete, illegible or falsified information or documentation submitted by Participants
- f. If Participant is a first-time visitor to Facebook, Participant will be prompted to complete the on-screen registration form which is free. Registration is a one-time requirement. If Participant is a returning visitor to Facebook, Participant will be prompted to log-in using Participant's username/e-mail address.
- g. Any information or portion thereof that is, in the Administrator's sole discretion, inconsistent with Administrator's image, offensive, obscene, profane, lewd, defamatory, contains any proper names, third party materials, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand (other than FedEx) or other proprietary right of any person living) or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be accepted and may disqualify the Participant from further

participation in the Competition. Any Participant found to be using multiple accounts to enter via either or both platforms may be declared ineligible. Multiple entries by the same Participant within the same platform will not be accepted. By submitting an entry, you hereby grant the Administrator and its agencies the right to use, reproduce, edit, market, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the entry (as such may be edited and modified by the Administrator in its discretion) for editorial, commercial, promotional and all other purposes (including posting on any other websites).

- h. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entry, the authorized account holder (as determined by Administrator) of the email address associated with the Facebook account used to enter will be deemed to be the Participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winners may be required to show proof of being the authorized account holder. Normal Internet access and usage charges imposed by your online service may apply. If entering via mobile device, normal phone and usage charges imposed by your phone service may apply. Normal phone/usage/subscription access charges imposed by your phone service provider will apply. Standard data rates may apply if entering via mobile device.

5. Random Drawing: The drawing will be conducted by Administrator, whose decisions are final and binding in all matters related to the Competition. The winner (and alternate winner(s) in the event the original winner cannot accept for any reason) will be selected in a random drawing, on or about April 15, 2023, from among all eligible entries received.

6. PRIZES

The following prizes are available to be won as part of the Competition:

PRIZES

- a. Competition Round 1: 10 jerseys – Each valued at \$84.00 each
- b. Competition Round 2: 60 soccer balls - Each valued at \$48.00
- c. Competition Round 3: 10 jerseys - Each valued at \$84.00
- d. Competition Round 4: 60soccer balls - Each valued at \$48.00

Grand Prize – valued at \$6,932 and includes:

- a. Two (2) x Category 1 tickets to the UEFA CHAMPIONS LEAGUE Final at Atatürk Olympic Stadium in Istanbul, Turkey on June 10, 2023
- b. Round-trip economy flights from the airport closest to winner's residence to an Istanbul airport and ground transport to and from the Istanbul airport. All travel details will be discussed with the winner prior to being booked by FedEx. All flight tickets will be booked and confirmed by May 15, 2023.

- c. One room for two (2) nights, June 9 and 10, 2023 shared accommodation for two (2) at a hotel in Istanbul, selected by FedEx in its discretion. Accommodation will be either a twin room or a double room, depending on availability. Breakfast for two (2) at the hotel for the mornings of June 10 and 11, 2023. For the avoidance of doubt, the Grand Prize Package does not include travel to and from the airport. It is the responsibility of the winner and his/her guest to make their own travel and transport arrangements to and from their origin airport.
- d. It is the responsibility of the winner and his/her guest to ensure they comply and meet all relevant travel requirements, including but not limited to passport, visa and insurance requirements. For the avoidance of doubt, other personal expenses incurred including but not limited to travel insurance, tips, additional food/drinks, hotel extras (such as minibar, telephone calls, beverages and movies) are not included in the Grand Prize package and shall be at the winner's and his/her guest's sole expense.
- e. Any and all taxes that may be assessed in regard to all prizes shall be the responsibility of the winners
- f. In the event any one of the following events occurs in respect to a Participant originally selected to win the Grand Prize, the Grand Prize will be forfeited, and another Participant will be drawn from the pool:
 - i. unavailability of the winner or alternate winner in the event the first Grand Prize and/or alternate winner(s) are unable to accept for any reason.
 - ii. Participant's or alternate's failure to receive the requested documents and information sent by Administrator to prove their compliance with the eligibility criteria;
 - iii. Administrator's receipt of non-complaint and/or inaccurate information and/or documentation from Participant and/or alternate(s) by the required deadline;
 - iv. Inability of Administrator, for any reason, to confirm the accuracy of the information submitted by the Participants or alternate(s);
 - v. untruthful or inaccurate information provided by the Participant/winner or alternate(s); or
 - vi. Participant's and/or alternate's failure to comply with these Terms and Conditions.

7. NOTIFICATION TO GRAND PRIZE WINNER

- a. The winner of the Grand Prize will be notified on or by April 21, 2023, via e-mail to the email address Participant provided during registration. The winner must reply to the notification email within three (3) days of receipt of the notification e-mail and inform FedEx whether he/she will be accepting or declining their prize. Winners must respond to FedEx via Administratorshipeu@fedex.com. The selected winner's failure to notify FedEx will be deemed as the selected winner declining the award of the Grand Prize.
- b. Once the accuracy of the information submitted by the winner has been verified, instructions for receiving the Grand Prize will be further provided via e-mail.
- c. FedEx will not be liable in the event any of the following occurs:
 - i. a selected winner's email inbox is full

- ii. a selected winner's email inbox has been deactivated
 - iii. the e-mail address provided by a Participant is non-existent, incorrect or incomplete
 - iv. incorrect and/or inaccurate information provided by any Participant including without limitation telephone numbers, e-mail addresses, street addresses or personal information
 - v. delay or failure of any postal operator or of the internet, computer or any internet service provider.
- d. All Participants are solely responsible for managing his or her e-mail inbox including but not limited to checking their e-mail and complying with the instructions for redeeming the prize, taking the necessary security measures to prevent anyone else from having unauthorized access to his or her e-mail account.

8. GENERAL

- a. FedEx shall not be liable for any loss or damage (including but not limited to indirect or consequential loss) which is suffered by a Participant or other parties in connection with this Competition, including but not limited to personal injury and tax obligations that may arise from accepting any of the prizes.
- b. FedEx shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from the attendance or non-attendance of the 2023 UEFA Champions League Final match for the winners. FedEx shall not be liable for any cancellation or postponement, at UEFA's initiative, of the 2023 UEFA Champions League Final match object of Grand Prizes by UEFA.
- c. Any feedback or queries regarding the Competition can be addressed to FedEx at Administratorshpeu@fedex.com quoting "FedEx UCL Competition Feedback/Query".
- d. No liability can be attributed to FedEx in the event of improper use by the Participant of the aforementioned prizes or use by people who are unsuitable due to age or physical/mental conditions.
- e. FedEx shall not be liable for any malfunction, defect or issue faced with any product(s) or service(s) issued hereunder as prizes for this Competition. Any guarantees and limitations issued by the supplier in relation to such product(s) and service(s) shall apply.
- f. FedEx reserves the right to require Participants to execute a certificate of eligibility prior to awarding the Participants with any prize, confirming that he/she is not excluded from entry into this Competition pursuant to these Terms and Conditions and that the Participants have complied fully with these Terms and Conditions. Truthful completion of this certificate is a precondition to the award of the prizes.
- g. By entering this Competition, unless otherwise advised by the Participant, each Participant consents to the information they submit being entered into a database which may be used by FedEx in any media for future promotional and publicity purposes.
- h. If this Competition is not capable of running as planned for any reason, including tampering, unauthorized intervention, fraud, technical failures and any other causes

beyond the control of FedEx, which corrupt or affect the administration security, fairness, integrity or proper conduct of the promotion, FedEx reserves the right in its sole discretion to cancel, terminate, modify or suspend this Competition.

i. FedEx's decision in relation to any aspect of this Competition is final and no correspondence relating thereto will be entertained or accepted. FedEx will not be obliged to issue any prizes hereunder if it is contrary to any applicable laws or regulations.

j. FedEx reserves the right to amend these Terms and Conditions at any time without notice.

9. Release: By receipt of a prize, winners agree to release, indemnify and hold harmless Administrator and each of its parent and affiliate companies and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their officers, directors, employees and agents (collectively, the "Released Parties") from and against any claims or causes of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Competition, or the receipt or use or misuse of any prize ("Claims").

10. Publicity: Except where prohibited, participation in the Competition constitutes winner's consent to Administrator and its agents' use of each winner's name, likeness, photograph, voice, opinions, entry and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Administrator reserves the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor beyond Administrator's reasonable control impairs the integrity or proper functioning of the Competition, as determined by Administrator in its sole discretion. If the Competition, or any part of it, is discontinued/cancelled for any reason, Administrator, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prizes offered herein. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of the Terms and Conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries; or (5) late, lost, undeliverable, damaged or stolen mail, entries or email. If for any reason a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another entry in the Competition, if it is possible.

13. Disputes: Participant agrees that: (a) he/she releases and will defend, indemnify and hold harmless the Released Parties from and all any and all Claims; (b) Claims arising out of or connected with this Competition, or the prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in western Tennessee, Shelby County; (c) Participant submits to sole and exclusive personal jurisdiction to said courts in the State of Tennessee for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (d) any and all Claims, judgments, and awards shall be limited to actual damages of no more than \$100, including costs associated with entering this Competition, but in no event attorneys' fees; and (e) 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 LIMITATION 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 Participants or the Released Parties in connection with this Competition shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Tennessee, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.

14. Data Protection/Privacy Policy: Information collected by Administrator in connection with this Competition may be used by Administrator and shared with third parties involved in administration of the Competition in accordance with the online Privacy Policy posted on <http://www.fedex.com/us/security/privacy-policy-us.html> and applicable data protection laws. The Participant agrees to the collection, processing and storage of his or her personal data by Administrator for purposes of the Competition. By selecting the option to receive promotional email from Administrator, Participant agrees to receive future emails from any FedEx Operating Company. The data controller and the data recipient are FedEx Corporate Services, Inc.

15. Winners List: For the names of the winners, available after May 31, 2023, for a period of at least 30 days, requests can be sent to: sponsorshipeu@fedex.com. The Competition is in no way endorsed or administered by, or associated with, Facebook. Facebook is not involved in any way other than as the medium through which this Competition is conducted.

16. PRIVACY POLICY

- a. By participating in the Competition, you hereby consent to Administrator, its parent and affiliates (collectively “**FedEx**” for the purposes of this clause), and their authorized agents, service providers and business/marketing partners to collect, use, disclose, transfer and share the personal data you have provided (including across jurisdictions) for:
 - i. purposes of conducting and administering the Competition; and,
 - ii. relationship management, sales, marketing, advertising, and promotion purposes which purposes include any other purpose as authorized by you, or as otherwise required or permitted by law.

- b. You also agree that: (i) the consent herein overrides any earlier withdrawal of your consent and will remain effective unless such the consent herein is withdrawn; (ii) the consent herein does not supersede or replace any other consents which you may have provided to FedEx, their authorized agents, service providers and/or business/marketing partners; and (iii) FedEx, their authorized agents, service providers and/or business/marketing partners may contact you via any mode and media about products and services offered by FedEx regardless of your registration(s) with any do not contact/call registry.
- c. Please also see:
 - i. Our U.S. Privacy Notice at: <https://www.fedex.com/en-us/trust-center/privacy.html>
 - ii. our Global Privacy Policy at <https://www.fedex.com/en-us/trust-center/privacy.html>.
- d. In addition, you hereby represent and warrant that you are the user and/or subscriber of the contact details provided by you as part of the Competition.