FedEx Super Bowl LVIII Sweepstakes Official Rules No Purchase Necessary to Enter or to Win.

- 1. Eligibility: FedEx Super Bowl LVIII Sweepstakes ("Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia who have reached the age of majority in their state/jurisdiction of residence as of the date of entry. The Sweepstakes is also open to businesses that are lawfully registered and operated in the fifty (50) United States and District of Columbia. The business owners or authorized employees who enter on behalf of the business must be legal residents of the 50 United States or the District of Columbia who have reached the age of majority in their state/jurisdiction of residence as of date of entry. Employees of FedEx Corporate Services, Inc. ("Sponsor"), Don Jagoda Associates ("Administrator"), Counterpart Communication Design, the NFL Entities (as defined below) and each of their respective parent and affiliate companies (collectively with Sponsor, Administrator, Counterpart Communication Design, and the NFL Entities, the "Promotion Parties") as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable laws and regulations. Void outside the 50 United States/District of Columbia and where prohibited. Eligible persons/businesses who participate in the Sweepstakes will be referred to as "Participant", "you" or "your" in these Rules. Participation constitutes Participant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. FedEx account (if you have one) must be in good standing, as determined by Sponsor in its sole discretion.
- 2. Sweepstakes Timing: Sweepstakes begins at 10:00 a.m. Eastern Time ("ET") on October 27, 2023 and ends at 5:00 p.m. ET on December 20, 2023 ("Sweepstakes Period").
 - How to Enter the Sweepstakes: During the Sweepstakes Period, as an eligible Participant with a FedEx account, you can register at www.fedex.com/nflsweeps by completing all required fields of the onscreen registration form, including providing your individual or business FedEx account number, to receive one (1) entry into the Sweepstakes ("Registration Entry"). Multiple Participants can be registered with the same FedEx account number. An email address may only be used once. You may not enter the same email address with different FedEx accounts. By registering a FedEx account number as an individual or as a business, you affirm and acknowledge that you are an owner or authorized representative of the FedEx account and do not wish to sign up for one, but do wish to enter the Sweepstakes, you may hand-print your full name, business name (if applicable) and email address on a 3" x 5" piece of paper and mail it in a separate hand-addressed, stamped envelope with sufficient postage to be mailed to: FedEx Super Bowl LVIII Sweepstakes- Registration Entry, P.O. Box 7764, Melville, NY 11775-7764. Limit one (1) Registration Entry, regardless of entry method. Mail-in Registration Entries must be complete to be eligible and must be postmarked by December 20, 2023 and received by December 27, 2023 to be eligible. Mechanically reproduced or automated mail-in Registration Entries are not eligible.

There are two (2) ways to earn additional entries after a Registration Entry is obtained:

 <u>Making a Qualifying FedEx Shipment:</u> Once registered, Participants may earn additional entries by completing qualifying FedEx shipments as listed in the chart below ("shipments") using a valid and eligible FedEx account number that was registered for the Sweepstakes and is in good standing, as determined by the Sponsor in its sole discretion.

Description	Eligible FedEx shipping services	Additional Entries
FXF	FedEx Freight® Economy	1
	FedEx Freight® Priority	2
	FedEx Freight® shipments with FedEx Freight® Direct	2
	Eligible FedEx Freight® shipments that are processed via a FedEx automation platform or online at http://fedex.com and tendered to FedEx Freight	1

Qualifying Shipments

Description	Eligible FedEx shipping services	Additional Entries
DOM	FedEx 1Day® Freight	3
	FedEx 2Day® Freight	2
	FedEx 3Day® Freight	1
	FedEx First Overnight®	3
	FedEx Priority Overnight®	2
	FedEx Standard Overnight®	1
	FedEx ExpressSaver®	1
	FedEx 2Day®	1
	FedEx 2Day® A.M.	1
INT	FedEx International Priority® Freight	4
	FedEx International Economy® Freight	4
	FedEx International First®	4
	FedEx International Priority®	3
	FedEx International Priority DirectDistribution®	1
	FedEx International Economy®	1
	FedEx® International Connect Plus	4
GND	FedEx Ground®	1
	FedEx Ground Multiweight®	1
	FedEx Home Delivery®	1
	FedEx Ground® Economy	1

2) <u>Mail-in Entry:</u> If you received a Registration Entry via your FedEx account number, you may earn additional entries by hand-printing your full name, business name (if applicable), FedEx account number and email address on a 3" x 5" piece of paper and mailing it in a separate hand-addressed, stamped envelope with sufficient postage to be mailed to: FedEx Super Bowl LVIII Sweepstakes, P.O. Box 7764, Melville, NY 11775- 7764. If you do not have a FedEx account number and have sent a mail-in Registration Entry, you may earn additional entries by hand-printing your full name, business name (if applicable) and email address on a 3" x 5" piece of paper and mailing it in a separate hand-addressed, stamped envelope with sufficient postage to be mailed to: FedEx Super Bowl LVIII Sweepstakes, P.O. Box 7764, Melville, NY 11775- 7764. If you do not have a FedEx account number and have sent a mail-in Registration Entry, you may earn additional entries by hand-printing your full name, business name (if applicable) and email address on a 3" x 5" piece of paper and mailing it in a separate hand-addressed, stamped envelope with sufficient postage to be mailed to: FedEx Super Bowl LVIII Sweepstakes, P.O. Box 7764, Melville, NY 11775- 7764. Limit one (1) mail-in entry per envelope. Each mail-in entry is equivalent to four (4) entries. All mail-in entries must be complete to be eligible. All mail-in entries must be postmarked by December 20 2023, and received by December 27, 2023, to be eligible. Mechanically reproduced or automated mail-in entries are not eligible.

Limit two hundred (200) entries per Participant, regardless of method of entry or combination of methods of entry. In the event of a dispute as to any Registration Entry or shipment entry, the authorized account holder (as determined by Sponsor) of the FedEx account number used to register for the Sweepstakes will be deemed to be the Participant. The "authorized account holder" is the natural person/business assigned to the FedEx account number by FedEx. A potential winner may be required to show proof of being the authorized FedEx account holder or proof of being an authorized representative of the business associated with the FedEx account number. Normal internet access and usage charges imposed by your internet service provider will apply. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. All entries become the property of the Sponsor and will not be returned.

3. Prizes: <u>Grand Prize (1):</u> A 4-day/3-night trip for winner and one (1) travel companion to Super Bowl LVIII. Trip includes round-trip economy class air transportation to Las Vegas, NV, round-trip ground transfers to/from airport/hotel, hotel accommodations for three (3) nights (based on double occupancy), admission into the NFL Alumni's Super Bowl Weekend Welcome Reception, admission into The Players Tailgate pre-game party, a Super Bowl gift bag and two (2) Super Bowl LVIII game tickets. The approximate retail value of the Grand Prize is \$25,000. First Prize (1): \$5,000, awarded as a check. Second Prize (1): \$2,500, awarded as a check. Limit one

- (1) Grand, First, or Second Prize per Participant.
- 4. **Drawing:** The winners will be selected in a random drawing on or about January 5, 2024, from among all eligible entries received/postmarked during the Sweepstakes Period. Drawing will be conducted by the Administrator (at their office in Melville, NY), an independent judging organization whose decisions are final on all matters relating to this Sweepstakes. Odds of winning a prize depend upon the total number of eligible entries received/postmarked during the Sweepstakes Period.
- 5. General Rules: Sponsor reserves the right to substitute a prize of equal or greater value if any advertised prize (or portion of prize) is unavailable for any reason. No substitution or transfer of prize by Participant/winner is permitted, other than as described above. Winners will not receive difference between actual and approximate retail value. Taxes, if applicable, related to prizes are the responsibility of the individual winners/winning businesses. Potential Grand Prize winners will be required to execute and return, via email or prepaid FedEx overnight shipment, a declaration of eligibility and liability/publicity release (where legal) ("Declaration package") within forty-eight (48) hours of attempted notification, or the prize may be forfeited and an alternate winner will be selected, time permitting. Sponsor will make four attempts within a 24-hour period to reach the potential winner via phone (no messages will be left on voice mail/answering machines). Failure to reach potential winner via phone within this timeframe may result in disqualification and an alternate winner may be chosen, time permitting. If a winner wins on behalf of a business, the authorized employee who entered on behalf of the business must complete the Declaration Package and if he/she wishes, he/she may transfer the prize to another employee at their business and in that event the transferred employee would be deemed the potential winner and must also execute a Declaration Package prior to prize acceptance. Business participants bear the sole responsibility to ensure that their business policy does not prohibit the awarding of a prize to an employee prior to prize acceptance. Grand Prize trip must be taken on dates specified by Sponsor surrounding Super Bowl LVIII, which are subject to change. If Grand Prize winner is unable to travel on dates specified and agreed to, prize will be forfeited and an alternate will be selected, time permitting. Sponsor will determine airline and flight itinerary in its sole discretion. Airline carrier's regulations and conditions apply. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. In the event Grand Prize winner lives within one-hundred eighty (180) miles of Las Vegas, NV (in Sponsor's sole discretion), round-trip ground transportation will be provided in lieu of air transportation and no additional compensation will be provided. Travel companion must travel on same itinerary and at the same time as the winner. If travel companion is a minor, winner must be travel companion's parent or legal guardian. Travel companion (or winner on behalf of minor travel companion) must execute a liability/publicity release (where legal) prior to issuance of travel documents. The winner and travel companion must possess valid government-issued photo I.D. and/or passport in order to travel. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary based on airfare fluctuations and distance between departure and destination. All other expenses and costs, not expressly listed above. including, but not limited to, taxes, insurance, telephone charges, room service and laundry services, personal expenses, gratuities, entertainment, transfers, incidental charges, or any other items not specifically described in these Official Rules, any transportation not mentioned within such prize descriptions and all expenses for any of the foregoing are the sole responsibility of the winner. In the event that Super Bowl LVIII is cancelled or postponed for any reason, that portion of the prize will not be awarded and no additional compensation will be provided. First and Second Prize winners will be required to execute and return, via email or prepaid FedEx shipment, a Declaration package within seven (7) days of attempted notification, or the prize may be forfeited and an alternate winner will be selected. Return of any prize or prize notification as undeliverable will result in disqualification and alternate selection. Prize winners (who have a FedEx account) must have a FedEx account in good standing, at time of prize award as determined by Sponsor in its sole discretion. Prize winners must also be in good standing with their employer, if applicable, at time of prize award or prize will be forfeited. The Promotion Parties are not responsible for lost, late, illegible, mutilated, misdirected or postage-due mailed entries; technical, hardware or software malfunctions; telephone failures of any kind; lost or unavailable network connections; or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic or other communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes, that may limit the ability to participate, or whether caused by any human error that may occur in the processing of the entries in the Sweepstakes. Sponsor reserves the right to modify or cancel the Sweepstakes if it is technically corrupted in any way, at its sole discretion, and award the applicable prizes from among all eligible entries received/postmarked prior to cancellation. Acceptance of a prize constitutes permission to use

each winner's name or winning business' name (as applicable) for promotional purposes without further compensation or permission except where prohibited by law, without further compensation or permission from winner or winning business as applicable. The Promotion Parties will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or use of any prize that is awarded and assume no responsibility for any injury or damage to participants or to any other person's computer relating to or resulting from entering this Sweepstakes. By receipt of any prize, each winner agrees, on behalf of himself/herself or his/her business (as applicable), to release, indemnify and hold harmless the Promotion 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 Sweepstakes or receipt or use or misuse of any prize ("Claims"). By participating in this Sweepstakes, each Participant agrees to be bound by the Official Rules and the decisions of the Sponsor/Administrator.

- **Disputes:** Participant agrees that: (a) he/she releases and will defend, indemnify and hold harmless the 6. Promotion Parties from and all any and all Claims; (b) Claims arising out of or connected with this Sweepstakes, or the prize 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 Sweepstakes, 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 Promotion Parties in connection with this Sweepstakes 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.
- 7. Data Protection/Privacy Policy: Information collected by Sponsor in connection with this Sweepstakes may be used by Sponsor and shared with third parties involved in administration of the Sweepstakes 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 Sponsor for purposes of the Sweepstakes. By selecting the option to receive promotional emails from Sponsor, Participant agrees to receive future emails from any FedEx operating company. The data controller and the data recipient is FedEx Corporate Services, Inc.
- 8. Winners: To receive a Winners List by email, send an email to: winners@dja.com with "FedEx Super Bowl LVIII Sweepstakes (11-2496-11)" as the subject line. Requests must be received by March 30, 2024. Winners List will be sent after prizes have been awarded.
- **9. Sponsor and Administrator:** The Sponsor of the Sweepstakes is FedEx Corporate Services, Inc., Memphis, TN 38125. The Administrator of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Dr., Melville, NY 11747.

For the purposes of this Sweepstakes, the "NFL Entities" shall be defined as, collectively, the NFL, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees. The NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.