

**2023 Barking Backers Kickoff Sweepstakes
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANT AGREES TO BE BOUND BY THE TERMS OF THESE OFFICIAL RULES, THE CLEVELAND BROWNS [PRIVACY POLICY](#) AND [TERMS OF USE](#), AND THE DECISIONS OF SPONSOR, WHICH SHALL BE FINAL IN ALL RESPECTS.

1. **Eligibility:** The 2023 Barking Backers Kickoff Sweepstakes (the “Sweepstakes”) is open to all legal residents of the United States who are eighteen (18) years of age or older as of the date of entry. Cleveland Browns Football Company LLC (“Sponsor”) is located at 76 Lou Groza Blvd., Berea, OH 44017. Employees of Released Parties and their immediate family members (parent, child, spouse or significant other, sibling and their respective spouses, regardless of where they reside) and/or household members (an individual resident in the same residence, whether or not related), are not eligible to enter or win. “Released Parties” as used herein shall mean Sponsor, Cleveland Browns Stadium Company LLC, the National Football League, its member professional football clubs and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies. All applicable federal, state and local laws apply. Void where prohibited. The Sweepstakes is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter or any other social media platform.

2. **Entry Period:** Starts at 10:00:00 am Eastern Time (“ET”) on 5/15/2023 and ends at 11:59:59 pm ET on 6/30/2023 (“Entry Period”).

3. **How to Enter:** To receive one (1) entry to the Sweepstakes, during the Entry Period you must either (A) be enrolled in the Barking Backers premium membership, or (B) mail to Barking Backers Kickoff Sweepstakes, c/o Cleveland Browns, 76 Lou Groza Blvd., Berea, OH 44017 a postcard with proper postage affixed at least three (3) days prior to the applicable Deadline for Entries indicated in Section 5 below; any postcard(s) submitted must be legible and contain the following information: the entrant’s full name, address, phone and email (if any), and, if to opt-out of having Entrant’s entry information used for sending direct marketing unrelated to this Sweepstakes, write “MARKETING OPT-OUT” on the postcard. One (1) entry per person and per account will be accepted for the Sweepstakes. Additional entries received from the same account or person in excess of the stated limitation will be void. In the event of a dispute as to the identity of an entrant, entry will be awarded to the authorized account holder as listed on record with Sponsor, provided such individual is eligible according to these Official Rules. Released Parties are not responsible for late, lost, stolen, incomplete, illegible, inaccurate, misdirected, undelivered, damaged, or destroyed entries, and such entries may not be considered by Sponsor or Released Parties. No purchase or payment of any kind is necessary, and you need not consent to have your personal information used for direct marketing purposes unrelated to this Sweepstakes, to enter or win. A purchase and/or consenting to direct marketing will not increase your chance of winning. The use of script, macro or other automated or mechanical devices (or any other devices intended to automate or subvert any aspect of entry) to participate in the Sweepstakes is prohibited and any entry through such means and any entry that is deemed to be ineligible (at Sponsor’s sole discretion and in accordance with these Official Rules) will be void. Released Parties are not responsible for failures, problems or errors relating to the Sweepstakes. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with the Sweepstakes. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. **By submitting an Entry, Entrant agrees to (i) the terms of these Official**

Rules, (ii) the decisions of the Sponsor, which will be final and binding in all disputes and in all matters relating to the Sweepstakes, and (iii) the Cleveland Browns [Privacy Policy](#) and [Terms of Use](#).

4. **Winner Selection:** For each prize listed below, one (1) potential Prize winner will be selected at random from all eligible entries received during the Entry Period. Sponsor will contact the potential winner via phone or email, and the potential winner will have forty-eight (48) hours to claim the prize. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive account(s), technical difficulties associated therewith, or an Entrant's failure to adequately monitor their accounts. In the event that the potential winner fails to claim the Prize by such deadline, an alternate winner will be selected. Odds of receiving a Prize will depend on the total number of eligible entries received during the Entry Period and the number of Prizes. The potential winner may be required to execute and return an Affidavit of Eligibility, Liability and Publicity Release prior and as a condition to receiving any prize. Noncompliance with these Official Rules, the inability of Sponsor to contact the potential winner, and winner's failure to respond within forty-eight (48) hours or Prize notification being returned as non-deliverable may result in disqualification and, time permitting, and at Sponsor's sole discretion, an alternate winner may be selected. The prize winner will have been selected by 11:59:59 pm ET on the 10th day following the close of the Entry Period. **No more than one (1) prize will be distributed to any one individual, and any individual who receives a Prize through the Sweepstakes is ineligible to receive an additional Prize via the Sweepstakes.**

5. **Prize and Approximate Retail Value ("ARV"):** A total of one (1) prize consisting of (A) a one (1) hour photoshoot at Cleveland Browns Stadium located at 100 Alfred Lerner Way, Cleveland, OH 44114, featuring your immediate family and the Sweepstakes winner, (B) printed photos from the photoshoot, and (C) one (1) Cleveland Browns swag bag featuring an assortment of branded items. The total ARV of each Prize is approximately Three Hundred U.S. Dollars (\$300.00). All costs and expenses associated with the acceptance and use of a prize not specified herein as being awarded, including, but not limited to, travel expenses associated with redemption of a Prize and all federal, state and local taxes, are winner's sole responsibility, and winners shall indemnify and hold the Released Parties harmless in all respects related thereto. All prize details are at the sole discretion of Sponsor and are subject to change. Prizes may not be sold, substituted for cash value, or transferred to any third party except as explicitly provided for in these Official Rules.

6. **Miscellaneous:** No transfer, assignment, cash redemption, or substitution of a prize (or any portion thereof) is permitted except by Sponsor which reserves the right to substitute a prize (or applicable portion thereof) with one of comparable or greater value, in its sole discretion if the prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated value of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the estimated value, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Sponsor will not replace any lost or stolen prize items. By participating in the Sweepstakes, as permitted by applicable law and subject to Sponsor's [Terms of Use](#), Entrant (the "Indemnifying Party") shall indemnify the Released Parties from and against any and all losses, costs, damages, injuries, awards, judgments and liabilities, including but not limited to legal and professional fees, costs, and expenses ("Losses"), incurred by any such Released Party as a result of any claim, suit, proceeding or cause of action asserted against the Released Party by a third party ("Claim") and shall defend the Released Party against any such Claims arising from: i) any copyright, patent and/or trademark infringement, unlawful disclosure or use or misappropriation of a trade secret or other intellectual property right owing to the Released Party's use of the Entry and any corresponding Content submitted by such Indemnifying Party; or ii) any material breach of these Official Rules by the Indemnifying Party. Furthermore, Entrants release Sponsor and each of the other Released Parties from any and all claims, damages or liabilities arising from or

relating to such entrant's participation in the Sweepstakes. By accepting a prize, subject to applicable law and the Cleveland Browns [Terms of Use](#), prize recipient (a) agrees that neither the Sponsor nor any of the Released Parties will have any liability whatsoever for, and shall be held harmless by winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes; from acceptance, possession, misuse or use of prize and (b) grants (and agrees to confirm grant in writing promptly upon request) to Released Parties and those acting under Sponsor's authority, the right to the use of his/her name, photograph, likeness, voice, image, statements and biographical information, at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation, unless prohibited by law. Prize recipient further agrees to promptly verify in writing this aforementioned grant of rights upon request. Entrant represents and warrants to Sponsor that Entrant has all the eligibility, rights and authority as required to enter into the Sweepstakes. Neither Sponsor nor any of the Released Parties shall be liable in the event that any portion of the Sweepstakes or prize is canceled due to weather, fire, strike, acts of war or terrorism, pandemic or epidemic, governmental orders, or any other condition beyond their control (a "Force Majeure Event"). Subject to applicable law, Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Sweepstakes (or any portion thereof) for any reason, including should virus, worms, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play or submission of entries of the Sweepstakes. In the case of termination, at its discretion, Sponsor may select the winner for the drawing(s) at issue from all eligible entries received for the drawing(s) prior to the event that required such termination. The successors, heirs, and assigns of entrants and potential winners are subject to the terms of these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE APP, WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **Winner List:** For the list of the winner (available after 6/30/2023), send a self-addressed, stamped envelope for receipt by 10/31/2023, to 2023 Barking Backers Kickoff Sweepstakes, Cleveland Browns, 76 Lou Groza Blvd., Berea, OH 44017.