## 2019 Enshrinement Week Powered by Johnson Controls Sweepstakes Official Rules Sponsored by Pro Football Hall of Fame

THIS SWEEPSTAKES IS OPEN TO THE GENERAL PUBLIC. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT MEET THE ELIGIBILITY REQUIREMENTS SET FORTH BELOW.

BY ENTERING THIS SWEEPSTAKES OR ACCEPTING A PRIZE, ENTRANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL DECISIONS OF SPONSOR RELATING TO THIS SWEEPSTAKES, WHICH SHALL BE FINAL IN ALL RESPECTS.

General: NO PURCHASE IS NECESSARY TO ENTER OR WIN. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. All applicable federal, state, and local regulations govern this Sweepstakes.

**Sponsor**: The 2019 Enshrinement Week Powered by Johnson Controls Sweepstakes (the "Sweepstakes") is sponsored by the Pro Football Hall of Fame, 2121 George Halas Dr. NW, Canton, Ohio 44708, 330-456-8207 ("Sponsor").

**Sweepstakes Period:** The Sweepstakes begins at 10:00 a.m. ET on April 23, 2019 and ends at 11:59 PM ET on May 2, 2019 (the "Sweepstakes Period"). Sponsor reserves the right to cancel, postpone or delay the Sweepstakes at any time without notice.

Eligibility: The Sweepstakes is open only to legal residents of the fifty (50) United States or the District of Columbia who are 18 years of age or older and not considered a minor in their state of residence at the time of entry. Employees, officers, directors, owners and agents of Sponsor and Johnson Controls, Inc., and each of their parent companies, affiliates, subsidiaries, divisions, business units, and advertising and promotion agencies, and their immediate family members are not eligible to participate in the Sweepstakes. Immediate family members include spouses, (biological, adoptive and step-) parents, children, siblings, grandparents, grandchildren, and each of their respective spouses (regardless of where they reside), and those living in the same household (whether related or not). Entrants who have won a prize in any contest offered by Sponsor during the prior 60-day period are not eligible to win the Sweepstakes. Limit one prize per household.

How to Enter: Eligible entrants may enter the Sweepstakes by completing and submitting the entry form available on Sponsor's website at the following link: https://www.profootballhof.com/jci-vip-sweepstakes/. All fields in the entry form must be completed, and incomplete entries will be disqualified. All entries must be completed and submitted during the Sweepstakes Period. Sponsor and Johnson Controls, Inc., each of their subsidiaries and affiliated companies and each of their respective directors, officers, employees, agents, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Sweepstakes Parties") are not responsible for incorrect, inaccurate, incomplete, lost, late,

misdirected, damaged, or illegible entry of information by entrants or other human errors. Limit one entry per person.

**Inappropriate Content**: Obscene, provocative or otherwise questionable content will be removed and not considered for the Sweepstakes. Sponsor retains sole discretion as to what constitutes inappropriate content and to remove and disqualify any entries deemed inappropriate.

**Prizes/Value**: A total of eleven (11) prizes will be awarded, as described below. The total verifiable retail value of all prizes is approximately \$13,339. Odds of winning depend on the number of eligible entries received.

One (1) grand prize will be awarded, consisting of:

- Two (2) Diamond All-Inclusive VIP Packages (valued at \$7,598)
- Roundtrip coach airfare for two (2) people to either the Akron-Canton Airport or the Cleveland Hopkins Airport (as determined by Sponsor) from a major gateway airport nearest the winner's residence (as determined by Sponsor); provided that if the winner resides within a 150-mile radius of the destination, ground transportation may be provided in lieu of air transportation and no compensation or substitution will be provided for any difference in prize value,
- Pre-arranged ground transportation between the airport and the hotel,
- Hotel accommodations for five (5) nights for two people in a single room at a hotel chosen by Sponsor, and
- \$250 Pro Football Hall of Fame Store Gift Card.

The verifiable retail value of the grand prize is approximately \$10,000. Travel arrangements associated with the grand prize must be made through Sponsor or its agent (on a carrier of Sponsor's choice). Exact dates may be determined by Sponsor, and winner must be able to travel on dates specified by Sponsor, or the prize may be forfeited and, at Sponsor's discretion, awarded to an alternate winner. Certain travel and other restrictions may apply. The grand prize winner and travel companion must travel together on the same itinerary. The grand prize winner and travel companion are responsible for obtaining any required travel documents. If the intended travel companion is a minor, the winner must be the travel companion's parent or legal guardian, 18 years of age or older at the time of the trip. Upon request by Sponsor, the winner and travel companion must each execute and return an Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit") to Sponsor prior to travel. For travel companions who are minors, a parent/legal guardian who is 18 years of age or older must execute and return an Affidavit to Sponsor on behalf of the minor prior to the minor's travel. Trip must be accepted by the grand prize winner "as is" and must be taken at the time and flight itinerary specified by Sponsor or the grand prize will be forfeited in its entirety. Upon forfeiture no compensation will be given. Any changes made to hotel accommodations or air travel will be at the expense of the winner.

Ten (10) additional prizes will be awarded. The total verifiable retail value of all additional prizes is approximately \$3,339.

Day 1 – HOF Tshirt, Hat & Coffee Mug, 2 tickets to the 2019 Enshrinement Ceremony (Estimated Value: \$275)

Day 2 – HOF UA Hoodie, Hat & Travel Mug, PFHOF Bronze Membership (Estimated Value: \$180)

Day 3 – NFL HOF Legends Tshirt & Co-Branded Hat, 2 tickets to the 2019 HOF Game (Estimated Value: \$220)

Day 4 – Johnson Controls Prize Package – JCI GLAS® Thermostat, HOF Village Mini Helmet, HOF Village Swell Water Bottle (Estimated Value: \$381)

Day 5 – HOF Legends Banner & Coffee Mug, 2 tickets to the 2019 Concert for Legends (Estimated Value: \$270)

Day 6 – HOF Mini Helmet Collection, PFHOF Gold Membership (Estimated Value: \$310)

Day 7 – PFHOF Silver Membership, JCI Kono Smart Thermostat (Estimated Value: \$253)

Day 8 – Class of 2019 Autographed Football (Estimated Value: \$400)

Day 9 – Class of 2019 Autographed Helmet (Estimated Value: \$600)

Day 10 – HOF Authentic Game Ball and HOF Authentic Helmet (Estimated Value: \$450)

**Prize Conditions**: If applicable, standard ground, domestic shipping is included with each prize. ALL COSTS AND EXPENSES NOT INCLUDED IN THE PRIZE DESCRIPTIONS ABOVE WILL BE THE RESPONSIBILITY OF PRIZE WINNER, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, TRANSPORTATION, MEALS, TELEPHONE CHARGES AND GRATUITIES. ALL FEDERAL, STATE/PROVINCIAL AND/OR LOCAL TAXES AND FEES ASSOCIATED WITH THE RECEIPT OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE INDIVIDUAL WINNERS.

SPONSOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Winner shall bear all risk of loss or damage to his or her prize after it has been shipped or delivered, as applicable. Neither Sponsor nor any of its suppliers will be responsible for any prize shipped to winner that is lost, stolen, misdirected or used without permission, and such prize in question will not be replaced. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. No more than the stated number of prizes will be awarded. No substitution or transfer of any prize or election of cash in lieu of any prize by the winner will be permitted. Sponsor reserves the right to substitute any prize of equal or greater value. All prizes are not transferable, assignable or redeemable for cash, and winners

may not substitute any prize or any portion thereof. All unclaimed or forfeited prizes remain the property of the Sponsor.

Selection and Notification of Winners: After the end of the Sweepstakes Period, one (1) grand-prize winner and ten (10) additional winners will be selected by Sponsor in a random drawing from all eligible entries received by Sponsor during the Sweepstakes Period. Winners will be notified by email and/or telephone within ten (10) days after the drawing. Sponsor is not responsible for any change of email, telephone number or mailing address of any winner. Winners must respond to Sponsor's notification within forty-eight (48) hours of receiving Sponsor's notification to claim the prize. Winner eligibility is subject to verification, including verification of age and residency.

Entrant and Winner Obligations: By entering the Sweepstakes, each entrant agrees to abide by and be bound by these Official Rules and the decisions of Sponsor, which shall be final in all matters relating to the Sweepstakes. Each winner will be required, prior to distribution of the prize to submit to Sponsor an Affidavit completed and signed by the winner. A U.S. home address (no Post Office boxes allowed) must be provided on the Affidavit. If the winner does not respond to Sponsor's notification within 48 hours of receiving the Sponsor's notification, or Sponsor does not receive the completed Affidavit by the time specified by Sponsor, then the winner will forfeit the prize, which may be awarded by Sponsor, in its sole discretion, to an alternate winner in a random drawing from the remaining eligible entries. If Sponsor so elects, a potential winner may be required to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes or Sponsor as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify a potential winner if the individual refuses to submit to the background check or on the basis of the findings resulting from such background check.

**Taxes**: All income taxes associated with winning a prize are the sole responsibility of the winner. Winners who receive prizes valued at \$600 or more must provide their social security numbers to Sponsor to claim prizes. If required by law, an IRS Miscellaneous Form 1099 will be issued to winner. Winners should seek independent legal counsel regarding the tax implications accepting a prize. Any and all costs and expenses associated with the acceptance and redemption of a prize are the sole responsibility of the owner.

**Announcement of Winners:** The winners will be announced on or around May 22, 2019.

Publicity Release: Unless otherwise prohibited by law, by entering this Sweepstakes or accepting a prize, each entrant grants Sponsor and its affiliates and representatives, the right, without limitation or further permission or compensation, to use and publish the entrant's name and likeness for promotional, advertising, publicity and marketing purposes in any manner in commerce and in any medium now known or hereafter devised throughout the world in perpetuity without limitation and without further notice or approval. Sponsor may require any entrant to execute documents to confirm the grant of rights hereunder; failure to do so may result in disqualification from this Sweepstakes. Entrants acknowledge and agree that they will not now or in the future be paid or compensated in any way for granting Sponsor the rights set out in these Official Rules.

**Personal Information:** Subject to the publicity release set forth above, all personal information collected by Sponsor during the Sweepstakes may be used and disclosed by Sponsor and its affiliates and/or representatives in accordance with Sponsor's privacy policy available at <a href="https://www.profootballhof.com/service/privacy/">https://www.profootballhof.com/service/privacy/</a>. It may also be used for internal purposes and may be disclosed to and used by Sponsor and its affiliates and/or representatives for administrative, promotional and marketing purposes associated with the Sweepstakes. By entering the Sweepstakes, each entrant, agrees that, subject to applicable law, his or her personal information may be used by Sponsor for administrative, promotional and marketing purposes, including, without limitation, communicating with entrants about the Sweepstakes, identifying products and services for which entrants may be eligible, offering services to entrants, and providing information regarding Sponsor's events. The personal information of entrants will not be used by Sponsor for any purpose or disclosed to any other third parties other than as described above, unless otherwise required by law. Entrants' email addresses will be added to Sponsor's mailing list. This Sweepstakes is not sponsored, endorsed, or administered by, or associated with Facebook, Twitter, Instagram, Snapchat, or any other social media platform.

Limitation of Liability: The Sweepstakes Parties are not responsible for problems associated with communications hardware or software, television transmission, radio transmission, cable transmission, satellite transmission, phone lines, wireless or wired systems, handsets, or networks, Internet crashes or slowdowns caused by network congestion, viruses, sabotage, satellite failures, phone line failures, or other Internet interruptions or malfunctions or for any technical or other difficulties which may prohibit, prevent, or interfere with the transmission of television or radio signals to all or limited geographic areas during any aspect of the Sweepstakes or which may interfere with a participant's ability to login, participate, call, text, register or submit an entry by any approved method, electrical outages, natural disasters or acts of man or God that are beyond the control of Sponsor. THE SWEEPSTAKES PARTIES DISCLAIM ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY. The Sweepstakes Parties are not responsible for cancellations, postponements, flight interruptions and/or schedule changes and missed flight fare differences, or delays. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WINNERS AND ENTRANTS HEREBY RELEASE AND DISCHARGE. HOLD HARMLESS AND INDEMNIFY THE SWEEPSTAKES PARTIES AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THE SWEEPSTAKES, FROM AND AGAINST (A) ANY AND ALL TAX OR OTHER LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF THE PRIZES, AND (B) ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES, FEES (INCLUDING WITHOUT LIMITATION ATTORNEY FEES), INJURY OR LOSSES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OR MISUSE OF ANY PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY SWEEPSTAKES-RELATED OR PRIZE-RELATED ACTIVITY.

Sponsor reserves the right, at any time, to verify eligibility requirements and to disqualify any entrant who fails to follow the Official Rules or interferes with the operation of the Sweepstakes. Any attempt by an entrant or any other individual to damage or interfere with any entry method,

online service or website, or undermine the legitimate operation of the Sweepstakes will disqualify the individual responsible and is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages and/or other remedies from any such person to the full extent permitted by law.

The Sweepstakes Parties shall not be liable to winner for failure to supply a prize, or any part thereof, by reason of any acts of God; any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid; equipment failure; terrorist acts; air raid; blackout; act of public enemy; earthquake; war (declared or undeclared); fire; flood; epidemic; explosion; unusually severe weather; hurricane; embargo; labor dispute or strike (whether legal or illegal); labor or material shortage; transportation interruption of any kind; work slow-down; civil disturbance; insurrection; riot; or any other cause beyond Sponsors' sole control.

All Sweepstakes decisions are made by Sponsor and are final.

Governing Law and Severability: These Official Rules shall govern in the case of any conflict between the Official Rules and any other Sweepstakes-related materials, or any ambiguity related to other Sweepstakes-related materials. By entering, entrants agree and by accepting a prize, winners agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's and winner's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent and by accepting a prize, winners consent to the jurisdiction and venue of the federal, state and local courts located in Ohio.

Should any term or provision of this paragraph or any other rule contained herein be concluded to be void, unenforceable, or contrary to applicable law, such term or provision shall, but only to the extent necessary to bring the rule within the requirements of such law, be deemed to be severed from the other terms and conditions, and the remainder of these Official Rules shall be given effect as if it had not included the severed item. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**Official Rules**: A copy of these Official Rules is available on Sponsor's webpage: <a href="https://www.profootballhof.com/jci-vip-sweepstakes/">https://www.profootballhof.com/jci-vip-sweepstakes/</a>. Sponsor reserves the right to change the rules at any time to ensure full and complete disclosure of all rules and restrictions and to ensure the fair administration of the Sweepstakes and compliance with applicable laws.

**Winners List:** For a list of the winners' names, send a self-addressed stamped envelope to: The Pro Football Hall of Fame Attn: 2019 Enshrinement Week Powered by Johnson Controls Sweepstakes, 2121 George Halas Dr. NW, Canton, Ohio 44708, with a written request by May 22, 2021.

All inquiries and questions can be directed to hof.contact@profootballhof.com.