

## **#SALUTETOSERVICE SUBMISSION AND DONATION TERMS AND CONDITIONS**

**HOW TO PARTICIPATE:** To participate in the *Salute To Service* promotion (the “Promotion”), log onto your Twitter account and post an original tweet or retweet Sponsor’s *Salute To Service* tweet (collectively, “Promotion Tweets or Retweets”), with the hashtag #SaluteToService in accordance with these Submission Terms and Conditions (the “Terms”). All Promotion Tweets or Retweets along with any photos, images, materials, comments and/or other user-generated content submitted herein will each be referred to herein as a “Submission” and collectively “Submissions.” Submissions must include the hashtag #SaluteToService to count towards the Maximum Donation (defined below). When you post a Submission with the hashtag #SaluteToService, you agree to these Terms and Conditions (the “Terms”). This Promotion is sponsored by the National Football League (“Sponsor”).

By participating in this Promotion, you represent that you have read, agree to, and understand these entire Terms. **IF YOU DO NOT CONSENT TO THESE TERMS IN THEIR ENTIRETY, YOU CANNOT PARTICIPATE IN THIS PROMOTION.**

**PROMOTION TERMS:** You must be at least 13 years of age or older and have a Twitter account to participate in this Promotion. The Promotion starts at 12:00:00 am Eastern Time (“ET”) on November 3, 2017 and ends at 11:59:59 pm ET on November 11, 2017, or when the Maximum Donation (defined below) is reached, whichever occurs first (“Promotion Period”). During the Promotion Period, Sponsor will donate five dollars (\$5.00) (US) to the NFL’s military non-profit partners, which includes, but is not limited to, the United Service Organizations Inc. (“USO”), the Pat Tillman Foundation, the Tragedy Assistance Program For Survivors, Inc. (“TAPS”), and the Wounded Warrior Project, Inc. (collectively, “the Charities”), for each Submission that complies with these Terms, up to a maximum donation of five million dollars (\$5,000,000.00) (US) (“Maximum Donation”). There is no limit on the number of Submissions you can submit provided that each Submission is different from the other Submissions submitted by you, as determined by Sponsor in its sole and absolute determination. Submissions that do not comply with these Terms will not count towards the Maximum Donation. In order for your Submission to count towards the Maximum Donation, you must be an active holder of a non-private Twitter account (i.e., you must make sure your tweets are set to “public” and not “protected” in the account settings of your Twitter account). If you post from your wireless device, your wireless-service provider’s data rates may apply as result of submitting a Submission. You agree to incur any and all charges required by your wireless carrier. Please consult your wireless-service provider regarding its pricing plans. The Promotion is void where prohibited, taxed or restricted by law.

**GRANT OF RIGHTS:** By participating in the Promotion, you hereby grant Sponsor and its parent company, affiliates, subsidiaries, and their respective advertising and promotions agencies, or any party designated by any of them (collectively, the “Licensees”) the irrevocable, perpetual, worldwide, royalty-free right (but not the obligation) to reproduce, display, perform, adapt, modify, alter, create derivative works from and distribute your Submission, as well as your name, user name, Twitter handle, image, photograph, voice, biographical material, and other likeness (collectively, “your Likeness”), for advertising, publicity and promotional purposes, in any media now known or hereafter invented, including, without limitation, on Licensees’ websites and social

media sites, including, without limitation, Twitter, Instagram, Facebook, YouTube, and Snapchat (collectively, the “Media”). Without limiting the foregoing, you hereby grant Licensees the right to edit, arrange, rearrange, adapt and combine your Submission with other materials (including other Submissions) in its sole discretion. Sponsor may, but is not obligated to, contact you via a Twitter direct message or via comment to your Submission to confirm these rights in its sole discretion and you hereby agree to be contacted by Sponsor for such purposes.

**YOU UNDERSTAND THAT THIS IS NOT A SWEEPSTAKES OR CONTEST AND THAT NO PRIZE WILL BE AWARDED EVEN IF YOUR SUBMISSION IS USED BY SPONSOR.**

**SUBMISSION GUIDELINES:** You are solely responsible for your Submission, and hereby agree that you will not hold Licensees responsible or liable for your Submission or other participant’s Submissions. By participating in the Promotion and granting Licensees permission to use your Submission, you represent and warrant that: (a) you are the sole and exclusive owner of the Submission (except for Retweets of Sponsor’s tweets); (b) neither the Submission, nor the use of the Submission by Licensees in accordance with the Terms hereof, will infringe upon or violate the intellectual property rights and/or any other rights of any other person or entity or violate any applicable laws and regulations; and (c) your Submission complies with the Content Guidelines set forth below.

**Content Guidelines:**

- Submission must not be defamatory, abusive, obscene, profane or offensive;
- Submission must not in any way disparage or criticize Sponsor or any other person or party, including, but not limited to, the Charities;
- Submission must not infringe or violate another party's intellectual property rights (such as music, videos, photos or other materials for which you do not have written authority from the owner of such materials);
- Submission must comply with any Terms and Conditions, Terms of Use, or any other rules, which are hereby incorporated herein, with respect to the posting on Twitter;
- Submission must not violate any party’s right of publicity or right of privacy;
- Submission must not be threatening, harassing or promote racism, bigotry, hatred or physical harm of any kind against any group or individual or promote or encourage violence or illegal activities;
- Submission must not be off-topic and must relate to the Promotion; and

- Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where Submission is created.

SPONSOR IS UNDER NO OBLIGATION TO SCREEN OR MONITOR SUBMISSIONS BUT MAY REVIEW ALL SUBMISSIONS AND POST AND/OR REMOVE SUCH SUBMISSIONS FROM ANY SITE OWNED, ADMINISTERED, AND/OR MONITORED BY SPONSOR AT ITS SOLE DISCRETION, AT ANY TIME, FOR ANY OR NO REASON, WITH OR WITHOUT PRIOR NOTICE, AND WITHOUT LIABILITY. Sponsor will make all determinations as to what Submission is appropriate in its sole discretion.

Sponsor is the owner of or is otherwise licensed to use all Promotion materials in connection with this Promotion (collectively, "Materials"), including all copy, software, graphics, designs and all copyrights, trademarks, service marks, trade names, logos, and other intellectual property or proprietary rights contained therein. By participating in the Promotion, you agree not to copy, distribute, modify or make derivative works of any Materials except for purposes of this Promotion without the prior written consent of Sponsor. **Except as expressly set forth in these Terms, no license is granted to you and no rights are conveyed by virtue of participating in the Promotion. All rights not granted under these Terms are reserved by Sponsor.**

**RELEASE:** You hereby release, acquit and forever discharge, Sponsor and all other Licensees, as well as the Charities and their respective advertising or promotional agencies and any promotional sponsors involved with this Promotion and/or Sponsor's websites and social media channels and their respective employees, contractors, officers, directors, and agents (collectively, "Released Parties") from any and all claims, liabilities, demands, losses, damages (including special, general, incidental, consequential, punitive, or other damages), rights, judgments, actions, suits, causes of action, expenses (including reasonable attorneys' fees), costs, and interest of any kind arising out of or related to, in whole or in part, directly or indirectly, your participation in the Promotion and/or your posting of the Submission in connection with this Promotion. In no event will the Released Parties be responsible or liable for any damages or losses of any kind, including without limitation, direct, special, indirect, incidental, consequential, or punitive damages, arising out of or related to, in whole or in part, directly or indirectly, your participation in or interaction with the Promotion, Sponsor's websites or social media sites or any related activity.

**INDEMNIFICATION:** Upon Sponsor's request, you agree to defend, indemnify, and hold harmless the Released Parties from all liabilities, claims and expenses, including attorney's fees that arise from: (a) your breach of any provision of these Terms; (b) Licensees' use of your Submission in accordance with these Terms; or (c) your violation of any intellectual property right of another party. Sponsor reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

**PRIVACY POLICY:** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.nfl.com/help/privacy>. By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**GOVERNING LAW:** The laws of the State of New York shall govern these Terms and this Promotion. YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS LOCATED IN NEW YORK COUNTY, NEW YORK FOR ALL MATTERS ARISING IN CONNECTION WITH THESE TERMS AND CONDITIONS OR YOUR ACCESS AND/OR USE OF ANY WEBSITES ASSOCIATED WITH THIS PROMOTION.

**SPONSOR RESERVES THE RIGHT TO UPDATE OR MODIFY THESE TERMS WITHOUT PRIOR NOTICE.**

**LAST UPDATED: September 5, 2017.**