

CLEVELAND BROWNS FOUNDATION 50/50 RAFFLE

Official Rules

The Cleveland Browns Foundation 50/50 Raffle (the "**Raffle**") is a fundraiser conducted at select official Cleveland Browns events, including select Cleveland Browns home games (each an "**Event**"). By purchasing a ticket for the Raffle ("**Raffle Ticket**"), each eligible participant (a "**Participant**") represents that s/he meets all of the below-stated eligibility requirements and agrees to be bound by these Official Rules, all applicable laws, ordinances and regulations, and by the decisions of Cleveland Browns Foundation ("**Foundation**"), a 501(c)(3) charitable organization, or its authorized representative.

- 1. RAFFLE PERIOD:** Raffle Tickets will be sold beginning up to three (3) hours before the Event's start time and will end at a predetermined time prior to the conclusion of the Event (each a "**Raffle Period**"). If the Event is a Cleveland Browns home football game, the Raffle Period will conclude at the end of the 3rd quarter of such game.
- 2. ELIGIBILITY:** The Raffle is open to all individuals eighteen (18) years of age or older in attendance at the Event. Employees, independent contractors or volunteers of the Foundation, Cleveland Browns Football Company LLC (the "**Club**"), or Cleveland Browns Stadium Company LLC ("**CBSC**"), or any of their direct or indirect parent companies, subsidiaries, affiliates, and advertising/promotional agencies, and the immediate families and household members of each of the above, are not eligible to enter or win. The Raffle is subject to all applicable federal, state and local laws.
- 3. ENTRY:** For an Event that is a Cleveland Browns home game, Raffle Tickets may be purchased at FirstEnergy Stadium (the "**Stadium**") and in certain designated areas¹ surrounding the Stadium beginning up to three (3) hours prior to kick-off and through the end of the third quarter. For an Event, Raffle Tickets may be purchased (a) via the official Cleveland Browns mobile application (the "**Browns App**")², (b) from uniformed sellers in the Stadium (or, if applicable, such other venue where the Event is held) and in designated areas surrounding the Stadium (or, if applicable, such other venue), and (c) at the designated kiosks in the concourses of the Stadium (or, if applicable, such other venue). The purchase cost of a Raffle Ticket varies based upon the quantity of Raffle Tickets purchased as follows: Two (2) Raffle Tickets for \$5.00; Five (5) Raffle Tickets for \$10.00; Twenty (20) Raffle Tickets for \$20.00 and Fifty (50) Raffle Tickets for \$40.00. **Each Raffle Ticket purchased will be considered one (1) entry into the Raffle.** The running total from Raffle Ticket sales will be periodically displayed and updated on the main scoreboard or other location(s) at the Stadium or at a designated location at the Event. A Participant may purchase as many Raffle Tickets as s/he wishes. All Raffle Ticket purchases must be made during the applicable Raffle Period; Raffle Tickets are not eligible for any past or future Raffle drawing. All purchases of Raffle Ticket(s) are printed and entered into a drum for a manual drawing of the winning ticket. Neither the Foundation, its representative(s) nor any related or affiliated entities are liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed Raffle Tickets regardless of cause or the person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system or server or other technical problem. No refunds will be made except as otherwise determined by the Foundation in its sole discretion.
- 4. WINNER SELECTION:** After the conclusion of each Raffle Period and prior to the to the completion of the Event, the winning Raffle Ticket number (the "**Winning Number**") will be selected at random from among all eligible Raffle Tickets purchased during the Raffle Period. For an Event that is a Cleveland Browns home game, the Winning Number will be

¹ Typically Dawg Pound Drive and select parking lots surrounding the Stadium. The areas where Raffle Tickets may be purchased is, collectively, the "**Designated Area**".

² The purchase of Raffle Tickets from the Browns App will only be available to those fans accessing the Browns App from the Designated Area.

selected late in the fourth quarter. In the event of a weather delay or postponement of an Event, the Foundation may, in its sole discretion, modify any pre-determined schedule with respect to the Raffle Period and/or the drawing. All drawings will be conducted by the Foundation whose decision is final and binding.

5. **WINNER ANNOUNCEMENT:** Prior to the conclusion of the Event, the selected Winning Number will be displayed and/or announced at the Event. The Winning Number will also be posted on Twitter @Browns within the Cleveland Browns Mobile app, and on www.clevelandbrowns.com/raffle for a minimum of thirty (30) days following the Event. For an Event that is a Cleveland Browns home game, the Winning Number will also be displayed on the scoreboard and announced over the PA system in the Stadium. In the event the scoreboard and/or other mediums used to display the selected Winning Number are inoperable, guest services personnel, Cleveland Browns staff members, and Raffle Ticket sellers can provide the Winning Number upon request.

6. **PRIZE:** The Participant that purchased the Raffle Ticket with the corresponding Winning Number (a "**Prize Claimant**") will receive fifty percent (50%) of the net proceeds of the Raffle (the "**Prize**"). (The net proceeds are those total monies collected by the Foundation in Raffle Ticket sales for the applicable Raffle Period minus any expenses incurred in the operation of the Raffle). All remaining proceeds from the Raffle shall be retained by the Foundation.

7. **CLAIMING A PRIZE:** Prize Claimant need not be present at the time of the drawing to win. To claim the Prize, the Prize Claimant must present the valid and authentic winning Raffle Ticket (the "**Winning Ticket**") to a Foundation representative at the Cleveland Browns Training Facility at 76 Lou Groza Blvd., Berea OH 44017 in-person within thirty (30) days from the conclusion of the applicable Raffle Period. The Prize Claimant may be required to show proof of purchase of the Winning Ticket. The Winning Ticket is the only valid receipt for claiming a Prize. Each Prize Claimant must provide the Foundation with all information required to claim the Prize (including tax identification information). The Prize Claimant will receive an Affidavit of Eligibility & Liability/Publicity Release ("**Affidavit**") in the form approved by the Foundation which must be executed and returned to the Foundation prior to receipt of the Prize. In the event a Prize Claimant: (a) does not notify the Foundation within thirty (30) days of the conclusion of the applicable Raffle Period; (b) is ruled ineligible; (c) refuses the Prize; or (d) does not return an executed Affidavit, the Prize will be forfeited and will be retained by the Foundation. The Foundation has no obligation to contact potential winners. All prizes will be delivered via check within thirty (30) days of the Prize Claimant delivering the winning Raffle Ticket, executed Affidavit, and all other required documents to the Foundation. For security and safety reasons, no cash payments will be made to the Prize winners. Unclaimed winnings will be retained by the Foundation.

8. **ODDS:** Odds of winning are based on the total number of Raffle Tickets purchased in each Raffle Period.

9. **TAXES:** Each Participant acknowledges that they have been informed that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of a Raffle Ticket does not qualify as a deductible charitable contribution. The Prize winner is responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded Prize. Furthermore, each Prize winner acknowledges that federal law requires that a tax withholding on certain prize values must be collected from winners upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each Prize is claimed will be followed. For 2016-17 season, winners of prizes over \$600 will receive a W-2G form from the Foundation. Taxes will be withheld in accordance with IRS and State of Ohio guidelines.

10. **TRANSFER OF RAFFLE TICKET:** Raffle Tickets shall not be resold or transferred to any other party or copied or duplicated. Any Raffle Ticket which has been resold, transferred, copied or otherwise duplicated shall be void. All individuals

who re-sell, purchase, duplicate, or receive a Raffle Ticket in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a Prize, and may be deemed ineligible to participate in future Raffles.

11. PARTICIPANT'S GRANT OF LICENSE: By participating in the Raffle or accepting a Prize, each Participant hereby irrevocably and perpetually grants to the Foundation and its designees a worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display any images or likenesses taken or captured of the Participant in connection with any participation in the Raffle or receiving a Prize (collectively, the "**Images**"), in any form, media or content which now or hereafter exists, for advertising, promotional or any other commercial purposes as well as non-commercial purposes. Each Participant waives any compensation for any use of such Images. Each Participant hereby releases and waives any claims, demands, damages, losses, liabilities and causes of action arising from the Foundation's, or its designee's, uses of the Images, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Participant's name or likeness.

12. RELEASE OF LIABILITY AND INDEMNITY: By participating in the Raffle, the Participant on Participant's behalf and on behalf of the Participant's spouse, assigns, guardians, administrators, executors and legal representatives hereby releases, waives, discharges, covenants not to sue, and indemnifies the Foundation, the Club, CBSC, the National Football League, its member professional football clubs, together with all of their past, present or future predecessors, successors, assigns, direct or indirect subsidiaries, affiliates, related entities and persons, owners, shareholders, members, partners, trustees, directors, principals, managers, employees, volunteers, agents, consultants, contractors (including the Foundation's service provided for the Raffle, Bump Worldwide Inc.), representatives, sponsors, and insurers (collectively, "**Released Parties**") from any claim or loss arising out of or related to the Participant's participation in the Raffle, acceptance of the Prize, or any exercise by the Foundation of any of its rights set forth herein or the Official Rules of the Raffle, including, but not limited to, any claims related to (i) any injury to the Participant or the Participant's property that occurs in connection with participation in the Raffle, receiving the Prize or any related activities, (ii) any failure to report and pay any income taxes arising from acceptance of the Prize, (iii) any lost, stolen or duplicated Raffle Ticket, (iv) the use of any of the systems or technologies in conducting the Raffle; and (v) the Participant's acts or the acts of any other party with respect to the Participant's receipt of the Prize or participation in the Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder.

13. DISPUTES AND GOVERNING LAW: The Raffle and the Official Rules Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Ohio without giving effect to any choice of law or conflict of law rule of any jurisdiction. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE RAFFLE OR THE OFFICIAL RULES SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION SHALL TAKE PLACE IN THE CITY OF BEREA, OH. THE PARTIES AGREE THAT ANY CONTROVERSY OR CLAIM SHALL BE HEARD AND RULED UPON BY ONE (1) ARBITRATOR WHO SHALL BE SELECTED BY BROWNS. Each Participant agrees that: (1) any and all disputes, claims, and causes of action not waived arising out of or in connection with the Raffle, or any Prizes awarded, shall be resolved individually, **without resorting to any form of class action**; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Raffle, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, consequential damages and any other damages (other than for actual out-of-pocket expenses) and further waives any and all

rights to have damages multiplied or otherwise increased. IN NO EVENT SHALL THE FOUNDATION OR ANY OF THE RELEASED PARTIES BE LIABLE FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO ANY INDIVIDUAL PARTICIPANT IN THE RAFFLE. The Raffle is void outside the United States and where prohibited by law. These Official Rules are intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the Official Rules is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

14. DISQUALIFICATION; CHANGES: The Foundation reserves the right in its sole discretion to disqualify any individual that (i) tampers or attempts to tamper or unduly interfere with the operation or integrity of the Raffle, (ii) resells, transfers, copies or otherwise duplicates a Raffle Ticket, (iii) violates the Official Rules, or (iv) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. The Foundation reserves the right to, in its sole discretion, cancel, suspend and/or modify the Raffle or these Official Rules or disqualify any individual or Raffle Ticket for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, APPLICATION, OR OTHER TECHNOLOGY OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION OF THESE OFFICIAL RULES AND OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE FOUNDATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND PURSUE ANY OTHER REMEDIES THAT MAY BE AVAILABLE.

15. PRIVACY: Participation in the Raffle via the Browns App, and all information collected thereby, shall be subject to the Cleveland Browns Privacy Policy, available at: <http://www.clevelandbrowns.com/footer/privacy-policy.html>.

16. SPONSOR; WINNERS LIST: The sponsor of the Raffle is the Cleveland Browns Foundation, a 501(c)(3) charitable organization existing under the laws of the State of Ohio and a distinct legal entity from Cleveland Browns Football Company LLC and Cleveland Browns Stadium Company LLC which own and operate the Cleveland Browns and Club's facilities. To obtain a list of the Winning Numbers, please send a request to: Cleveland Browns Foundation Raffle, 76 Lou Groza Blvd., Berea, OH 44017, together with a stamped, self-addressed envelope. The Winning Numbers also will be posted at www.clevelandbrowns.com/raffle.