

Return the Kick for Cash

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN MAINE, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Sweepstakes Name: Return the Kick for Cash (the "Sweepstakes").

Sweepstakes Dates: Contest registration is scheduled to begin **9/11/2020** and end **12/16/2020** (the "Registration Period"). The contest will occur during the New England Professional Football game on **12/20/2020**. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void outside ME, and wherever prohibited or restricted by law.

Who May Enter: Contest is open only to legal U.S. residents of ME, who are age 18 or older as of date of entry with a valid U.S. driver's license or government issued photo I.D., except the following classes of persons who are not eligible to enter, participate or win:

- (a) Employees, officers, and directors of the **Damon's Beverage & Redemption** ("Sponsor"), **Townsquare Media Northern New England** ("Administrator"), **Million Dollar Media, LLC** each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses.
- (b) Individuals who are unable or unwilling to visit contest registration location during the Registration Period or who do not have access to an internet connection in order to visit the contest website, or a valid email address to register.

How to Enter – Two Ways:

1. **Online Entry:** Visit <https://damonsbeverage.com/giveaway/> during the Registration Period. Follow the provided instructions to complete the online registration form with all required information including your name, complete address (*including city, state and zip code*), valid email address, phone number (*including area code*), and date of birth. After having read and agreed to these Official Rules, click the submit button to submit your online entry. All entries must be fully completed and submitted by 11:59:59 pm ET on **12/16/2020** to be eligible.

Maximum of one entry per person per day. Any incomplete or illegible entries, or any entries submitted with an invalid or false email address or phone number will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Any available opt-in opportunities are not required to enter the Sweepstakes, and checking the opt-in boxes will not improve your chances of winning. By participating and submitting an entry, contestant agrees that sponsor and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make contestant aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers, or coupons. Contestants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address or name, or providing any false email addresses or information, will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different emails, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

In the event of a dispute as to any online registration, the authorized account holder of the email address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

By registering to enter Sweepstakes, you affirm that you have read and accepted these Official Sweepstakes Rules. All entries received become the property of the Sponsor and will not be acknowledged or returned. All entrants agree to be bound by and abide by the official rules of the Sweepstakes.

Finalist Selection & Notification – Maximum of one (1) Finalist: A random drawing will be held on or about **12/17/2020** from among all eligible entries received, to select one (1) grand prize finalist to receive the finalist prize award, and participate in the grand prize kickoff return contest for the opportunity to be awarded the grand prize (see below). Only the **(1)** randomly selected finalist will be eligible to participate in the grand prize kickoff return contest.

The selected finalist will be notified initially by phone and/or email beginning on or about **12/17/2020**. If the Administrator is unsuccessful in its attempt to reach and speak directly with the potential finalist by phone and/or email after two (2) attempts within 24-hours of the initial notification attempt to the phone number and/or email address associated with that contestant's entry, then that contestant may be disqualified and an alternate finalist may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (*time permitting*). **Note: phone messages will not be left during the finalist notification process.**

During finalist notification, the selected finalist must confirm their eligibility, and indicate their willingness and ability to accept the associated finalist prize award, and participate in the grand prize kickoff return contest (see below). The finalist will then receive official notification via mail or email delivery. If the selected finalist does not meet the eligibility requirements, is unable or unwilling to accept the finalist prize award or elects to decline the prize and opportunity to participate in the grand prize kickoff return contest, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate finalist will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified contestant will not receive any alternate prize substitution or compensation. **Decisions of the Administrator in the selection and determination of the finalist and all matters relating to this Sweepstakes are final and binding.**

All of the following will apply to the selected finalist: 1) Winner will be required to complete and return, within 3-days of date of receipt, a prize acceptance form, including an affidavit of eligibility and a liability/publicity release (where permitted), and a W-9 form 2) Winner may be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any prize; 3) Winner will be issued an IRS Form 1099 reflecting the actual value of all prizes won (*if prize value exceeds \$600*); and 4) Winner will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

Prize Awards & Delivery:

Finalist Prize: The selected finalist will receive: **TBD**

Grand Prize Kickoff Return Contest: The selected finalist shall also have the opportunity to participate in the grand prize kickoff return contest for the chance to be awarded the grand prize. In order for the grand prize to be awarded to the selected finalist, the New England Professional Football Team must return the opening kick-off of the 1st or 2nd half they receive for a touchdown on the designated game on 12/20/2020 per the following requirements:

- **Designated team:** New England Professional Football Team;
- The kickoff return for a touchdown by the New England Professional Football Team must occur during the designated game date on 12/20/2020;
- Only the **opening kickoff received by the New England to start the 1st or 2nd half** will be eligible regardless of its outcome, whether it is received and returned, fair caught, ruled a touchback or kicked out of bounds, so long as it otherwise conforms with these requirements. If the eligible kickoff must be immediately "re-kicked", the re-kicked kickoff will be eligible for the grand prize.
- The kickoff must be **received and returned** as an official kickoff return for a touchdown by New England.
- For the purpose of this contest, a successful kickoff return for a touchdown must be counted as an official play, ruled an official "kickoff return for a touchdown" by the league, and recorded in the official league statistics. Any kickoff return for a touchdown nullified by a penalty or a play that is not ruled as an official "kickoff return for a touchdown" by the league will not be considered for the grand prize. (**Example:** *A fumbled kickoff recovered by another player who returns it for a touchdown that is ruled as a "fumble return for a touchdown" would not be eligible for the grand prize.*)

- If the opening kickoff of the 1st or 2nd half received by New England is not returned by New England and ruled as an official kickoff return for a touchdown by the league, then the **grand prize will not be awarded**.

Grand Prize: In the event of a successful kickoff return for a touchdown per the requirements of these official rules, the selected finalist shall be eligible to claim the grand prize, subject to approval and verification of compliance of these official rules. The grand prize is: a check in the amount of \$10,000.00

A maximum of **(1)** grand prize will be awarded based upon an eligible grand prize-winning occurrence as outlined in these official rules. If the grand prize-winning requirements does not occur, then the grand prize **will NOT be awarded**. All other costs related to prize delivery and acceptance is the responsibility of winners including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at sponsor's sole discretion or as provided herein. Administrator reserves the right to substitute a prize of comparable or greater value, at its sole discretion. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation. Total value of all available prize awards: \$10,000.00.

Additional Rules & Restrictions: By participating in this contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Administrator, which shall be final in all matters relating to this contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in contest constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the contest or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold sponsor, and released parties (collectively "Releasees"), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releasees shall not be liable to any winner, entrant or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control. No more than the advertised maximum number of prizes will be awarded for any reason.

Sponsor/Administrator reserves the right to cancel, modify or terminate the Contest if, in the opinion of the Sponsor/Administrator in their sole discretion, fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Contest, if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest, if there is a change or cancellation of a game date(s), or if registration may not be conducted or completed for one or more game dates due to COVID-19 or any other reason. In the event of a change or cancellation of a game date(s), there may be no opportunity for any entrant to claim a prize for this Contest.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Odds: The odds of being selected as the grand prize finalist are dependent upon the total number of eligible entries received. The odds of winning the grand prize, once selected as the grand prize finalist, are dependent upon the performance of the team.

Winners List: For a copy of Official Rules or name of prize winner, send a self-addressed, stamped envelope to: Return the Kick for Lunch for Good, c/o Townsquare Media Northern New England, One City Center, 3rd Floor, Portland, ME 04101. PLEASE SPECIFY which you are requesting. Requests must be received by 2/20/2021.

Contest Sponsor: This contest is Sponsored by Damon's Beverage & Redemption.

Contest Administrator: This contest is Administered by Townsquare Media Northern New England, One City Center, 3rd Floor, Portland, ME 04101.