## **GROVER'S "WIN MIAMI DOLPHINS TICKETS"**

NO ENTRY FEE, PAYMENT, OR PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.

BY COMPLETING AND SUBMITTING AN ENTRY FORM FOR THE SWEEPSTAKES, YOU UNCONDITIONALLY ACCEPT AND AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT BETWEEN YOU AND SPONSOR. WITHOUT LIMITATION, THIS CONTRACT INCLUDES RELEASES AND INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES. SPONSOR RESERVES THE RIGHT TO MODIFY THESE OFFICIAL RULES IN ANY WAY AND AT ANY TIME.

This Sweepstakes is sponsored by Grover USA, Inc. ("Grover" or "Sponsor"), having a corporate address of 80 SW 8th St Unit 2900, Miami, FL 33130. By participating in the Sweepstakes, each Entrant agrees to comply with and abide by these Official Rules (the "Official Rules") and the decisions of Sponsor.

- 1. ELIGIBILITY: The contest (the "Sweepstakes") is open to permanent, legal residents physically residing in Florida who are eighteen (18) years of age or older at the time of entry (the "Entrant"). Void outside the USA, in Puerto Rico, the US Virgin Islands and other US territories and possessions. Persons in any of the following categories are NOT eligible to win a prize: (a) employees or agents of Sponsor (as defined above), the Miami Dolphins, Ltd., the NFL Entities (defined below) and their respective employees, and each of its companies, subsidiaries, advertising and Sweepstakes agencies, (b) individuals engaged in the development, production or distribution of materials for the Sweepstakes; (c) persons who are in the immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live; or persons who reside in the same household, whether related or not, as any person in any of the preceding categories. All eligibility is subject to all federal, state and local laws and regulations. The Sponsor's designated database clock will be the timekeeper for this Sweepstake.
- 2. <u>HOW TO ENTER</u>: The Sweepstakes will consist of one (1) random drawing for one (1) prize which consists of two (2) field level tickets to the Miami Dolphins vs. Dallas Cowboys NFL game on Sunday December 24th, 2023 at Hard Rock Stadium in Miami, FL. The Sweepstakes begins on Tuesday November 21st at 12:00 am Eastern Time ("ET") and ends on Friday,

**December 1**st at 11:59 pm ET ("Entry Period"). The random drawing will occur on Monday December 2<sup>nd</sup> 2023 at or about 11:59 a.m.

To enter, Entrant must do **one** of the following:

A. Entrant must start a new Grover subscription (with no minimum term) within the Entry Period. This may involve opening a Grover account if the Entrant is not already an existing customer. The subscription must be approved and paid during the Entry Period and may not be an extension of an existing subscription. This new subscription entitles the Entrant to one (1) entry.

Or,

B. Entrant may navigate to the Sweepstakes page at: <a href="https://www.miamidolphins.com/forms/grover-enter-to-win-cowboys">https://www.miamidolphins.com/forms/grover-enter-to-win-cowboys</a> and receive one (1) free entry after submitting their full name (first and last), mobile phone number, email address, and zip code.

By entering, you (i) acknowledge these Official Rules apply to your entry and (ii) agree that your registration and any other information collected in connection with the Sweepstakes may by Sponsor in accordance with its privacy policy available https://www.grover.com/us-en/g-about/privacy-policy and by Miami Dolphins, Ltd. In accordance with privacy policy available its at https://www.miamidolphins.com/legal/privacy-policy.

- **3. ENTRY LIMIT**: One (1) entry per person during the Entry Period and one (1) prize per person, family or household. The new subscription must be approved and paid during the Entry Period and may not be an extension of an existing subscription. Multiple entries received from any person or family or email address or phone number or household in excess of the stated limitations above will be void. Entry in this Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes run by Sponsor.
- **4. RANDOM DRAWINGS**: The random drawing will be conducted by the Sponsor from all eligible entries received from during the Entry Period. Odds of winning will be based on the number of entries submitted during the Entry Period. Sponsor's decisions shall be final and legally binding in all respects and not subject to further review in any forum.
- **5.** PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): The winner of the Sweepstakes Drawing will receive one (1) Prize that consists of two (2) field level tickets to the Miami Dolphins vs. Dallas Cowboys NFL game on Sunday December 24th, 2023 at Hard Rock Stadium in Miami, FL. The total approximate retail value ("ARV") of the Prize is Four Thousand Six Hundred USD (\$4,600).

**6. SCOPE OF THE PRIZE; PRIZE LIMITATIONS.** Please note, the Prize is awarded "as is" with no warranty or guarantee, either express or implied. No substitutions (including for cash) are permitted, except that Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. In no event shall the Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. All approximate retail values are subject to change based on, among other things, normal price fluctuations associated with the subject industry in the marketplace. Sponsor or Sponsor's representative reserves the right to deny portions of the prize package to any winner who engages in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person with no further compensation.

Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control.

Use of Miami Dolphins game tickets is subject to the standard terms, conditions, and health and safety policies applicable to the ticket set forth in the 2023-2024 Hard Rock Stadium Ticketback Terms, available at https://www.miamidolphins.com/legal/tickets-terms-conditions. Seat locations shall be determined in the sole discretion of Sponsor. Each winner's guest(s) must be of legal age of majority in his/her/their jurisdiction(s) of residence unless accompanied by a parent or legal guardian. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game, as defined by NFL, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Sponsor, Hard Rock Stadium, and the NFL reserve the right to remove or to deny entry to winner and/or his/her guest(s) who engage in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game. The Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any NFL game. In the event that a Miami Dolphins home game does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, no additional substitution or compensation will be provided. NFL game tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture and may invalidate the license granted by the game ticket.

7. WINNER NOTIFICATION AND PRIZE ACCEPTANCE: The prize winner will be notified via phone, email, or text message as determined by the Sponsor and at its sole discretion based on the information the potential winner provided when registering in the Sweepstakes. The prize winner will be notified within three (3) business days of the drawing. If a potential winner does not respond within three (3) days of the initial notification attempt, that potential prize winner will be disqualified and an alternate potential prize winner may be selected from the relevant drawing. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries. Once eligibility has been verified and the Sponsor receives the prize winner's requested information, the Sponsor will arrange to award the prize. Each entrant hereby acknowledges he/she does not reserve any rights in and to his/her entry.

If any prize or the prize notification is returned as undeliverable or any non-compliance with these Official Rules or failure to respond within the applicable time period, it will result in forfeiture of the prize and an alternate winner will be selected. The prize will be awarded only if the prize winner fully complies with these Official Rules.

The winner will be required to provide proof of identity, verification of eligibility, compliance with these Official Rules as well as any other documents required by Sponsor, all of which must be received fully-executed within three (3) business days of receipt or such potential prize winner may be disqualified and an alternate potential prize winner may be selected from the relevant drawing. The prize winner is responsible for any and all applicable fees, service charges, surcharges, all insurance, federal, state, and local taxes, and any other unspecified expenses associated with acceptance or use of the prize.

The prize winner further grants full permission to the Sponsor and their respective officers, directors, employees, agents, successors, and assigns, Sweepstakes agency and anyone authorized by any of them, to use winner's entry, name, photograph, likeness, voice and biographical data, in whole or in part, in any and all media for the purposes of advertising, publicity and trade without additional compensation or right of approval. Entrant consents, understands, and agrees that all submissions in any and all media forms including photos and digital photos will become the sole property of the Sponsor and South Florida Stadium LLC, as applicable.

**8.** <u>VALID ENTRIES; LIMITATIONS</u>. Any attempted form of entry other than as described herein is void. Sponsor will determine, in its sole discretion, what constitutes a valid entry and reserves the right to reject any submissions that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures impair the integrity of the Sweepstakes as determined

by the Sponsor, in its sole discretion, and to award the prize based on eligible entries received prior to the cancellation.

Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial Sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. Any person attempting to defraud or in any way tamper with this Sweepstakes will be ineligible for the prize and may be prosecuted to the full extent of the law. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

**9. <u>DISCLAIMERS</u>**: Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

The Released Parties (defined below) are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes, or for technical problems with any Sweepstakes-related information or for any other technical malfunctions. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. 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. In addition, the Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled, postage due or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP). website. or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes,

the processing of entries, the announcement of the prize or in any Sweepstakes-related materials.

10. LIMITATION OF LIABILITY: Neither Sponsor (Grover USA, Inc.), the Miami Dolphins Ltd., South Florida Stadium LLC, the National Football League, the NFL Entities (as defined below), nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns (the "Released Parties") shall be held responsible for, and Entrant hereby releases the Released Parties from, any claims arising from or in any way relating to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) any injury, death or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes; and (vi) the drawing process including the outcome of the Sweepstakes.

This Sweepstakes and/or promotion is in no way sponsored, endorsed, administered by, or associated with any social media platform, including without limitation Meta Platforms, Inc. ("Meta" or "Facebook"), Instagram, Inc ("Instagram"), TikTok, Inc. ("TikTok"), Twitter, Inc. ("Twitter"). By entering, Entrants confirm that they completely release Meta, Instagram, TikTok, Twitter and any other social media platform utilized in the advertising or promotion of the Sweepstakes, of any and all liability or responsibility and agree to terms and condition of use of each such social media platform(s).

The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in the Sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored the Sweepstakes in any way. The Miami Dolphins and NFL Entities' trademarks, service marks, and copyrights are proprietary to the Miami Dolphins and the NFL Entities. All rights reserved.

11. **RELEASE.** Except as otherwise provided for by law, Entrants, by participating, agree that the Released Parties and their respective parents, affiliates, subsidiaries, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or

participation in this Sweepstakes or any Sweepstakes-related activities, and for any claim based on publicity rights, defamation, invasion of privacy, or intellectual property-related cause of action.

12. <u>DISPUTES</u>; <u>GOVERNING LAW</u>: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually and exclusively by the state of Florida or the appropriate court located in the state of Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than 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 the entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.