



## FIFTH THIRD

### **FIFTH THIRD BANK BIG GAME FLYAWAY SWEEPSTAKES** **OFFICIAL RULES**

**CONSUMER DISCLOSURE: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THESE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH THE NATIONAL FOOTBALL LEAGUE OR SUPER BOWL LIX.**

**WINNER MAY BE REQUIRED TO EXECUTE A PRIZE ACCEPTANCE RELEASE AS MORE FULLY DETAILED BELOW. VOID WHERE PROHIBITED BY LAW.**

***BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE "OFFICIAL RULES." ENTERING THE SWEEPSTAKES CREATES A CONTRACT BETWEEN YOU AND FIFTH THIRD BANK, NATIONAL ASSOCIATION, SO READ THESE OFFICIAL RULES CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.***

#### **HOW TO ENTER:**

The Fifth Third Bank Big Game Flyaway Sweepstakes (the “**Sweepstakes**”) begins on September 23, 2024, and ends on December 8, 2024, (the “**Sweepstakes Period**”). All eligible individuals who have completed and submitted the contest entry form published by Fifth Third Bank on Facebook or Instagram during the Sweepstakes Period, or who have submitted the contest entry form on [53.tfaforms.net/93?tfa\\_26=bucs](https://53.tfaforms.net/93?tfa_26=bucs) or [53.tfaforms.net/93?tfa\\_26=bengals](https://53.tfaforms.net/93?tfa_26=bengals) during the Sweepstakes Period, (each, an “**Entry**”), will be entered for a chance to win. Winner will be selected via random drawing from all eligible Entries after the Sweepstakes Period has ended.

**Only one (1) Entry per person will be accepted.** By submitting an Entry to the Sweepstakes, all entrants are affirming their agreement to the Official Rules. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor may be disqualified.

Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one campaign, contest or sweepstakes does not constitute entry into any other. All Entries that are in excess of the stated limits, late, illegible, incomplete, received with postage due, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s sole and absolute discretion. Sponsor reserves the right to void all Entries made through any robotic, automatic, mechanically programmed or similar entry duplication method and to disqualify any individual using such a method.

Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries. Assurance of delivery of Entries is the sole responsibility of the entrant. All Entries become the physical property of Sponsor and will not be returned. Sponsor reserves the right to permanently disqualify from this Sweepstakes any person it believes has violated these Official Rules. If



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submitting an Entry on Facebook or Instagram, Entrants must comply with Facebook Terms and Conditions and Instagram Terms and Conditions, as applicable, which can be found at [facebook.com/help](https://facebook.com/help) and [help.instagram.com](https://help.instagram.com), respectively. Entrants acknowledge that the Sweepstakes is in no way sponsored, endorsed, administered by, or associated with, Meta Platform.

### **WHO MAY ENTER:**

The Sweepstakes is open to all U.S. residents who are at least 18 years of age as of their Entry date, excluding residents of the state of New York. Employees of Sponsor, Cincinnati Bengals, and Tampa Bay Buccaneers, and each of their respective parent(s), divisions, affiliates, subsidiaries, advertising agencies or promotional partners associated with this Sweepstakes, and relatives of and those living in the same household of such employees (whether legally related or not) are not eligible to enter or win a prize. For the purpose of this Sweepstakes, relatives are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. Void where prohibited.

By participating in the Sweepstakes, each entrant represents and warrants that he or she meets these eligibility requirements and has read, accepts and will comply with these Official Rules and each entrant acknowledges that any violation thereof may disqualify entrant from the Sweepstakes.

### **SELECTION OF WINNER(S):**

Winner will be selected within four (4) business days of the end of the Sweepstakes Period by a random drawing of all eligible Entries received. Any Entries received after the Sweepstakes Period will not be considered. The entrant selected by this drawing will be “**Winner**” subject to confirmation of eligibility and full and timely completion and return of Prize claiming requirements described below. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the Winner. Decisions of the Sponsor as to the administration of the Sweepstakes, interpretation of the Official Rules, and the selection of the Winner will be final. If, for any reason, more bona fide winners come forward seeking to claim the Prize, the Winner may be selected in a random drawing from among all persons making purportedly valid claims for the Prize. Inclusion in such drawing shall be each entrant’s sole and exclusive remedy under such circumstances.

### **ODDS:**

Odds of winning a Prize will depend upon the total number of eligible Entries received during the Sweepstakes Period.

### **PRIZE(S):**

Winner will receive: two (2) tickets to Super Bowl LIX scheduled on February 9, 2025, at Caesars Superdome in New Orleans, Louisiana; two (2) round-trip air transportation from a continental US airport to New Orleans, Louisiana; one (1) hotel room for three (3) nights at The Royal Sonesta New Orleans; one (1) roundtrip gameday transportation for two (2) people; access to the On Location Lounge, including food and drinks; miscellaneous merchandise and experience opportunities, including limited access to the Super



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Bowl Experience. Travel and Game subject to availability and change. Seating assignments at the Game are at Sponsor's sole discretion. The approximate retail value of this prize is \$31,000.

To claim a Prize, you may be required to provide your correct full name, mailing address, telephone number and/or e-mail address. Sponsor will not replace any stolen Prize. Prize is non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. Prize details and availability are subject to change, and in the event that Sponsor is unable to provide the Winner with the Prize, the Sponsor may elect, at the Sponsor's sole and absolute discretion, to provide Winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prize is awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prizing may be fulfilled by a third party.

Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize they receive. The total approximate retail value ("ARV") of the Prize awarded in the Sweepstakes is listed above and the value of any Prize awarded to a Winner may be reported for tax purposes as required by law. The Winner must provide Sponsor with a completed W-9 before the Prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winner, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the Prize(s) received. Unclaimed Prize(s) will be forfeited.

### **TRAVEL PRIZE(S):**

All travel and accommodations are subject to availability. In the event the Game scheduled on February 9, 2025, at Caesars Superdome in New Orleans, Louisiana is cancelled, Sponsor may, at its discretion, provide tickets and/or travel to a re-scheduled game or other event. Winner acknowledges, however, that Sponsor is not obligated to provide new tickets and/or travel to a rescheduled game or other event if the Game scheduled on February 9, 2025, at Caesars Superdome in New Orleans, Louisiana is cancelled, and that Sponsor may indeed elect not to provide such tickets and/or travel. Sponsor may, at its election, assist Winner in arranging related transportation and/or accommodations. If in the judgment of Sponsor air travel is not required due to Winner's proximity to Prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. The difference in value will not be awarded to the Winner. Travel is subject to the terms and conditions set forth in these Official Rules and to the following: only from and to major airports served by the carrier providing the ticket(s) and subject to the travel locations outlined in the Prize section of these Rules; subject to all carrier restrictions, requirements, rules, regulations, policies, service charges, black out dates, advance ticketing requirements and availability within the class of flight awarded on the date of flight; and not transferable or redeemable for cash, credit or substitute. All costs and expenses not specified herein, including meals, in-room charges, transfers, travel insurance, gratuities, ground transportation, bag check fees, personal incidentals, and all other expenses are the sole responsibility of Winner. If a travel Prize is for a specified time period or event and the potential Winner is unable to travel on dates specified by Sponsor, their Prize may (in Sponsor's sole discretion) be forfeited and an alternate potential Winner may be selected by Sponsor. The Winner and his or her guest(s) (if applicable) must travel together on the same itinerary, including the same departure date, destination and return date. Travel must originate from and end at the same airport. It is the Winner's and each of Winner's guests' sole responsibility to comply with all travel requirements, which may include,



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without limitation, presenting necessary identification (including photograph) at the time of travel, or complying with any airline rules pertaining to the novel coronavirus (“Covid-19”). If an alternate potential Winner cannot be verified in time to meet advance booking requirements or other restrictions, the travel portion of the Prize may remain unawarded and no substitute Prize awarded. Sponsor is not responsible if specified Prize event is delayed, postponed or cancelled for any reason, in which event that portion of the Prize is forfeited in its entirety and no substitution will be provided, except as in Sponsor's sole discretion. Sponsor is not liable for any missed Prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Flight schedules are subject to change without notice. No refund or compensation will be made in the event of the cancellation or delay of any event or flight, or failure of Winner to complete travel. The Winner may be required to provide a credit card at the time of hotel check-in. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Unless otherwise stated in these Official Rules, if Prize includes travel for companions, such companions must be at least the age of majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) as of the date of departure. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Once a travel companion(s) is/are selected, they may not be substituted, except in Sponsor's sole discretion. Actual retail value of a trip Prize may vary depending on the winner's residence, market conditions, changes in value of components (e.g., air transportation and hotel rates) and other reasons. Sponsor is not responsible for and Winner will not receive the difference between the actual value of the Prize at the time of award and the stated ARV in these Official Rules. Failure to complete the trip Prize does not relieve the Winner of his or her tax obligations associated with winning the trip Prize. Winner and their travel companion(s) shall be responsible for all transportation costs associated with transportation to the departure airport and from the arrival airport to the hotel.

The Sponsor will not be responsible for awarding any unawarded Prizes if the Winner's behavior (or the behavior of Winner's guest(s)) at any time whatsoever causes the event producer to force the Winner (or Winner's guest(s)) to leave such event and/or if hotel or transportation vendors refuse service to the Winner (or Winner's guest(s)). Also, the Sponsor will not be responsible for awarding any unawarded portion of the Prize to the Winner if the Winner (or Winner's guest(s)) undertakes activities or communicates messages or images or engages in speech publicly or made known publicly that: (a) are sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; (b) are obscene or offensive, or may create public disrepute, contempt, scandal or ridicule; (c) defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's or Sponsor's personal or intellectual property rights or contain disparaging remarks about other people or companies; (d) are inconsistent with the positive images and/or goodwill to which the Sponsor wishes to associate (which may be determined by the Sponsor, at its sole and absolute discretion); and/or (e) otherwise violate the terms of any of the agreements that the Winners have agreed to comply with as an entrant of the Sweepstakes.

### **WINNER NOTIFICATION AND PRIZE CLAIMING:**

The potential Winner will be notified by e-mail and/or telephone and/or mail within two (2) business days after the drawing. Notification is deemed to have occurred immediately upon sending of an e-mail, placing of a phone call, one (1) day after sending via a delivery service or two (2) days after mailing. A potential Winner who provides a P.O. Box may be required to provide an alternative address and this may cause a



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delay in notification and acceptance, so use of a P.O. Box is discouraged. Each potential Winner of the Sweepstakes and the potential Winner's travel companion(s) (if applicable) may (in Sponsor's sole discretion) be required to execute an affidavit of eligibility/release of liability/prize acceptance agreement (the "**Prize Acceptance Release**") and return the Prize Acceptance Release before being eligible to receive his or her Prize. If any potential Winner fails or refuses to sign and return such Prize Acceptance Release within **two (2) days** of the first (1st) notification attempt or if the Prize or Prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Winner, such potential Winner (in Sponsor's sole discretion) may be disqualified and an alternate may (in Sponsor's sole discretion) be selected. Prize will be forfeited if response of prize acceptance is not received within two (2) days. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, he or she may be disqualified in Sponsor's sole discretion, and an alternate potential Winner may then, in Sponsor's sole discretion, be randomly selected from all remaining eligible Entries. The Prize Acceptance Release is subject to verification by Sponsor.

Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted misdirected, or unsuccessful efforts to notify the potential Winner. When a potential Winner is contacted, he or she will have a stated period of time within which to respond to the notification, or he or she will be disqualified and his or her Prize forfeited, and an alternate potential Winner may be selected. If a potential Winner changes his or her e-mail address or other contact information after he or she submits an Entry, it is his or her sole responsibility to update his or her registration information notifying the Sponsor. Failure to update such registration information may affect a potential Winner's ability to receive a Prize. Winners may be required to submit to a background check in order to accept Prizes. Sponsor reserves the right to disqualify any individual whose background check reveals information that is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (which may be determined by Sponsor, at their sole and absolute discretion).

### **PUBLICITY RELEASE:**

Subject to applicable law, Winner(s) irrevocably grant Sponsor, the Cincinnati Bengals, and the Tampa Bay Buccaneers, and each of their licensees, and its and their successors, assigns and sublicensees, the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the Prize(s) to the Winner(s). Entrants agree not to issue any publicity concerning Sponsor, the Cincinnati Bengals, or the Tampa Bay Buccaneers.

### **TAMPERING WITH SWEEPSTAKES:**

Sponsor is not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible



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consequences, including disqualification from any and all existing and future sweepstakes. **ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING THE SWEEPSTAKES WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right, at its sole and absolute discretion, to disqualify any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Additionally, if, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if a computer virus, bug, unauthorized intervention, fraud, technical difficulties, or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to terminate the Sweepstakes and conduct a random drawing to award the Prizes using all non-suspect Entries received as of the termination date.

### **WAIVERS, DISCLAIMERS AND RELEASES:**

By participating, entrants agree to be bound by the Official Rules and the decisions of the Sponsor (including, without limitation, regarding qualification of entrants and Winner and interpretation of these Official Rules). By participating in the Sweepstakes, entrants agree to release, discharge and hold harmless Sponsor, Cincinnati Bengals, Inc., Tampa Bay Buccaneers LLC, and the National Football League, and each of their respective parents, and each of their respective subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, Prize providers and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**"): from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Sweepstakes and/or related to any Prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Sweepstakes; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or Prize). Without limiting the generality of the foregoing, entrants agree that Released Parties: (A) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to Prizes, including, without limitation, to any Prize's quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any entity furnishing services, products or accommodations ("**Suppliers**") as a part of the Prizes provided in connection with the Sweepstakes; and (C) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrants agree and that the Released Parties shall



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have no responsibility or liability for discontinued Prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access Sweepstakes Website or Sponsor or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize, including express warranties provided exclusively by a Supplier that may be sent along with a Prize. Sponsor is not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. By participating in this Sweepstakes, entrants hereby agree to irrevocably release and hold the Released Parties harmless from and against all losses, damages, liabilities, claims, actions, proceedings, or judgments arising out of or relating to entrants' Entry or participation in this Sweepstakes or in connection with (including any use or misuse) of any Prizes awarded hereunder. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

### **SUSPENSION / MODIFICATION / TERMINATION:**

Sponsor reserves the right, in its sole discretion, to extend the Sweepstakes Period by posting notice on 53.com/bengals and 53.com/bucs (either, a "**Sweepstakes Website**"). In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Sweepstakes. Sponsor additionally reserves the right, in its sole discretion: (1) to modify, suspend or terminate the Sweepstakes should anything corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes (including, without limitation, holding an alternative drawing of entrants Sponsor believes to be eligible that it does not determine should be disqualified); or (2) to disqualify any entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Sweepstakes; (b) acting in violation of these Official Rules;



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or (c) acting in an un-sportsmanlike manner. Entrants agree to check the Sweepstakes Website prior to the end of the Sweepstakes Period for any changes, and to ensure that there is no need to re-enter.

### **GOVERNING LAW / LIMITATION OF LIABILITY:**

VOID WHERE PROHIBITED BY LAW. All federal, state and local laws and regulations apply. By participating, entrants agree to be bound by the Official Rules, the Sweepstakes Website Terms of Use (if any), the Terms of Use applicable to a website offering a point of Sweepstakes entry, and the decisions of the Sponsor, which are final and binding in all respects. The Sweepstakes will be construed and evaluated only according to United States law. The Sweepstakes and these Official Rules shall be construed and governed in accordance with the laws of the **State of Ohio**. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the **State of Ohio**, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS \$250.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

### **MISCELLANEOUS:**

The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.





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### **IDENTIFICATION OF “SPONSOR”:**

This Sweepstakes is produced and sponsored by **Fifth Third Bank, National Association, 38 Fountain Square Plaza, Attention: Marketing Department MD 1090K1, Cincinnati, OH 45202.** Reference to third parties in connection with Prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.

### **LIST OF SWEEPSTAKES WINNER(S)/OFFICIAL RULES REQUESTS:**

To receive a list of Winner(s), send a stamped self addressed envelope to: Sweepstakes Winners List, Fifth Third Bank, 38 Fountain Square Plaza, Attention: Fifth Third Bank Big Game Flyaway Sweepstakes MD 1090K1 Cincinnati, OH 45202. Please indicate which Sweepstakes Winners List you are requesting. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: Sweepstakes Official Rules, Fifth Third Bank, 38 Fountain Square Plaza, Attention: Fifth Third Bank Big Game Flyaway Sweepstakes MD 1090K1, Cincinnati, OH 45202 prior to the end of the Sweepstakes Period. Vermont residents may omit return postage with Official Rules requests.

### **PRIVACY POLICY AND TERMS OF USE:**

If you enter the Sweepstakes, Sponsor will have access to your personal information. By entering the Sweepstakes on the Sweepstakes Website, you accept Sponsor’s **Privacy Policy** ([www.53.com/privacy-security](http://www.53.com/privacy-security)). In the event of a conflict between the Official Rules and the Sweepstakes Website's Terms of Use, and/or Privacy Policy, these Official Rules will govern. Each entrant further acknowledges that if s/he is chosen as a Winner, certain of his/her identifying information may be disclosed to third parties as required by law, including, without limitation, on a Winners list. In the event of any conflict between the Official Rules and the Prize Acceptance Release, the Prize Acceptance Release will govern.

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 this Sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

**//END OFFICIAL RULES//**

Fifth Third Bank, National Association. Member FDIC.

These Official Rules and the Sweepstakes may include trademarks and service marks of the Sponsor and/or third parties. References to trademarks and/or names of parties producing Prizes or related products or services are not an endorsement and are not intended to designate an association with Sponsor. All trademarks used herein are the property of their respective owners in the United States and abroad. All rights reserved.