

## Official Sweepstakes Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW. YOU NEED NOT BE PRESENT TO WIN.

### 1. Eligibility

Magic City Classic \$80,000 for 80 Years (the "Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least nineteen (19) years old at the time of entry. Representatives of the Alabama Sports Council and other companies (and their employees) associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

### 2. Sponsor

The Sweepstakes is sponsored by the Alabama Sports Council, located at 100 Grandview Place, Suite 110, Birmingham, Alabama 35243.

### 3. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### 4. Sweepstakes Period

The Sweepstakes begins on October 21, 2021 at 10 am Central Time and ends at the end of the 1<sup>st</sup> quarter on October 30, 2021 (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes Period using any of the following methods:

Onsite at the Alabama Sports Council Office

Reserved Ticket Holder (automatically entered with no additional action required)

General Admission Ticket Holder (register onsite at Legion Field)

### 5. How to Enter

Onsite at Alabama Sports Council Office: This method of entry will be available at Alabama Sports Council, 100 Grandview Place, Suite 110, Birmingham, Alabama 35243 from 9am-5pm Monday- Friday, beginning October 21<sup>st</sup> running through October 29<sup>th</sup>. Entrants will provide name, contact and eligibility information to be entered into the drawing.

Reserved Ticket Holder (automatically entered with no additional action required): This method of entry is available to anyone with a reserved ticket. Each seat will automatically be included in the drawing.

General Admission Ticket Holder: Any one with a General Admission ticket must enter onsite on October 30<sup>th</sup> at Legion Field. This method of entry is available at Legion Field at the South End Zone Giveaway Window on October 30<sup>th</sup> from 12:30pm until the end of the 1<sup>st</sup> Quarter. Entrants will provide name, contact and eligibility information to be entered into the drawing.

You may only enter the Sweepstakes one time through one of the following opportunities: onsite at the Alabama Sports Council office by October 29<sup>th</sup>, being a General Admission ticket holder and entering onsite at Legion Field on October 30<sup>th</sup> or being a reserved ticket holder (automatically entered with no additional action required). Entries received from any person or ticket holder in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

## **6. Prize Drawing**

At The Magic City Classic on October 30, 2021, the Sponsor will select the winner in a random drawing from among all eligible entries received. The Sponsor will attempt to notify the potential winner by announcing their ticket or seat (in the case of a sweepstakes entrant who is a Reserved Ticket Holder) or information (in the case of all other sweepstakes entrants) at The Magic City Classic. If the potential winner does not claim the prize within 1 day after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries. Odds of winning depend on the total number of eligible entries received.

## **7. Winner Notification**

The potential winner will be notified by announcement at The Magic City Classic & by phone. The winner will be required to complete and submit a W9 form to receive payment via check. If a potential winner cannot be contacted, or fails to submit the W9, or prize is returned as undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 2 -3 weeks after the conclusion of the Sweepstakes. All taxes, including federal, state, and local taxes, are the sole responsibility of the prize winner, who may be issued an IRS Form 1099. Sponsor is not providing any winner with tax advice, and Sponsor advises each winner to seek independent counsel regarding prize winnings and tax reporting and payment responsibilities.

## **8. Prizes**

- (a) \$40,000 check to winner and
  - (b) \$40,000 check to either Alabama State University (Hornets) or Alabama A&M University (Bulldogs)
- (eligible winner's choice)

## **9. General Conditions**

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Prizes are not transferrable or assignable by entrants.

By accepting a prize, the winner consents to the use of his or her name, state of residence, and likeness for advertising and promotional purposes in print and online, or in any other media worldwide, in connection with the Sweepstakes, without limitation and without additional compensation worldwide, except where prohibited by law.

## **10. Release and Limitations of Liability**

By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties)" from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b)

unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads if applicable, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Sweepstakes-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also 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. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. By accepting prizes, each winner further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation, or guaranty, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to, its quality, merchantability, condition, or fitness for a particular purpose. Sponsor, its subsidiaries and affiliates, and their officers, directors, shareholders, and agents are not responsible for any incorrect or inaccurate information, whether caused by entrants, inaccurate or incomplete entry forms, or by any equipment associated with or used in the Sweepstakes; lost, late, damaged, misdirected, ineligible, or incomplete entries, delays or human errors occurring in the collection, processing, receipt, and selection of entries or for the inaccurate transcription of entry information or for entries that are stolen, damaged, lost, or delayed for any reason.

#### **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Alabama. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Alabama, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Alabama.

#### **12. Privacy**

Information collected from entrants is subject to Sponsor's privacy policy.

#### **13. Official Rules/Winners List**

For a copy of the Official Rules or for the name of the prize winner, send a self-addressed stamped envelope to Alabama Sports Council, 100 Grandview Place, Suite 110, Birmingham, Alabama 35243 or a copy may be picked up in person at such address.