## USA FOOTBALL HEART OF A GIANT PRESENTED BY HOSPITAL FOR SPECIAL SURGERY AND NEW YORK GIANTS OFFICIAL CONTEST RULES

- 1. VOID WHERE PROHIBITED BY LAW. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. Void outside the 50 United States, District of Columbia and where prohibited. Do not proceed to enter if you are not at least 18 years of age and a legal resident of New York, New Jersey, or Connecticut (collectively, the "Tri-State area") and reside within a 75-mile radius of MetLife Stadium (East Rutherford, New Jersey), at the time of entry. Internet access and uploading capability required to enter. By participating, you agree to be bound by these Official Rules and the decisions of the Sponsors, which are binding and final in all matters relating to this contest. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
- 2. PARTICIPATION CONSTITUTES ACCEPTANCE OF RULES AND DECISIONS, CONSENT TO USE AND RELEASE OF CLAIMS. By entering the 2023-24 USA Football Heart of a Giant presented by Hospital for Special Surgery and the New York Giants (the "Contest"), each Entrant and Nominee (as defined below) warrants that he or she has read and agrees to abide by all contest rules ("Official Rules") and that he or she is not prohibited from participating in the Contest. Participation in this Contest constitutes participant's full and unconditional acceptance of these Official Rules and the decisions of USA Football, Inc. ("USA Football") and Hospital for Special Surgery (HSS) and New York Football Giants, Inc. ("Giants") (collectively, "Sponsors"), their subsidiaries, affiliates, employees and agents, which are final, binding and non-negotiable in all respects. Each Entrant and Nominee agrees to release, discharge, indemnify and hold harmless Sponsors and each of their subsidiaries, affiliates, agents and each of their officers, directors, employees, shareholders, representatives and advisors from any liability arising from or related to the Contest and/or the receipt or use of any prizes awarded in connection with the Contest, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Further, participant fully and unconditionally releases all claims for consideration, copyright infringement and all other claims of any nature relating to the use of participant's entry, name or likeness.
- 3. **ELIGIBILITY.** The Contest is a regional contest open to high school football coaches who are legal residents of the Tri-State area that reside within a 75-mile radius of MetLife Stadium located in East Rutherford, New Jersey (the "Area") (each an "Entrant"). Area high school football coaches are eligible to nominate one athlete, student manager, student mascot or other designated student member from their team (an "Entry" and each individual athlete a "Nominee"). Each Nominee must be between 14 and 18 years old, enrolled full-time as a high school student at the nominating coach's Area high school, and enrolled in grade 9, 10, 11 or 12 for the 2023-2024 school year to be eligible. Employees, officers, representatives of the Sponsors and their immediate family members (regardless of where they reside) or household members, whether or not related, are not eligible to participate as Entrants or Nominees. "Immediate family members" shall mean parents, step-parents, children, step- children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year. Selection as a Finalist, as defined below, or winning a prize is contingent upon fulfilling all requirements set forth herein. VOID OUTSIDE OF THE AREA AND WHERE PROHIBITED.

Sponsors reserve the right at their sole discretion to cancel, terminate, suspend or amend this Contest at any time for any reason without prior notice. Sponsors further reserve the right to amend these Official Rules at any time without prior notice, in their sole discretion. Sponsors reserve the right to disqualify any participant for any reason, including, but not limited to, violation of these Official Rules or infringement of the rights of a third party. Sponsors are not responsible for any printing or typographical error in any material associated with the Contest.

- 4. **CONTEST PERIOD.** The Contest will run from 9:00 a.m., E.S.T. on Monday, July 31, 2023, until 5:00 p.m., E. T. on Monday, January 8, 2024 ("Contest Period"). The submission portion of this Contest will run between 9:00 a.m., E.S.T. on Tuesday, August 1, 2023, until 11:59 p.m. E.T. on Wednesday, October 11, 2023 ("Submission Period"). Please see the schedule in Section 5 for each weekly submission, voting, and announcement period.
- 5. **ENTRY.** To nominate an eligible athlete, student manager, student mascot or other student associated with the team, eligible coaches must visit <a href="www.usafootball.com/heartofagiant">www.usafootball.com/heartofagiant</a> and follow the links and instructions provided to register and nominate your high school football team's hardest working athlete, student manager, student mascot or other student associated with the team with the Heart of a Giant (the "Nominee"). The Entry includes

the nomination and all supporting submissions, including without limitation any video. Coaches must have permission from parents/legal guardians prior to nominating a student.

All Entries must be submitted according to the schedule below to be eligible. Multiple Entries from the same high school are not permitted; there may only be one Nominee per school. Entries generated by script, macro, or other automated means or practices, or by any means which subject the entry process will be void.

NOTE: All times are in E.S.T.				
Contest Period	From	То	Contest Component	
Weekly Contest Period 1	9:00 a.m. on 8/1/23	11:59 p.m. on 9/6/23	Submission Entrants	
	5:00 p.m. on 9/7/23	11:59 p.m. on 9/24/23	Public Voting on Finalists	
	12:00 p.m. on 9/25/23		Finalist Announced	
Weekly Contest Period 2	9:00 a.m. on 8/1/23	11:59 p.m. on 9/13/23	Submission Entrants	
	5:00 p.m. on 9/14/23	11:59 p.m. on 10/1/23	Public Voting on Finalists	
	12:00 p.m. on 10/2/23		Finalist Announced	
Weekly Contest Period 3	9:00 a.m. on 8/1/23	11:59 p.m. on 9/20/23	Submission Entrants	
	5:00 p.m. on 9/21/23	11:59 p.m. on 10/8/23	Public Voting on Finalists	
	12:00 p.m. on 10/9/23		Finalist Announced	
Weekly Contest Period 4	9:00 a.m. on 8/1/23	11:59 p.m. on 9/27/23	Submission Entrants	
	5:00 p.m. on 9/28/23	11:59 p.m. on 10/15/23	Public Voting on Finalists	
1 01100 4	12:00 p.m. on 10/16/23		Finalist Announced	
	9:00 a.m. on 8/1/23	11:59 p.m. on 10/4/23	Submission Entrants	
Weekly Contest Period 5	5:00 p.m. on 10/5/23	11:59 p.m. on 10/22/23	Public Voting on Finalists	
1 eriou 5	12:00 p.m. on 10/23/23		Finalist Announced	
	9:00 a.m. on 8/1/23	11:59 p.m. on 10/11/23	Submission Entrants	
Weekly Contest Period 6	5:00 p.m. on 10/12/23	11:59 p.m. on 10/29/23	Public Voting on Finalists	
T CITOU U	12:00 p.m. on 10/30/23		Finalist Announced	
Wild Card Finalists	12:00 p.m. on 10/30/23		Wild Card Finalists Announced	
FINALISTS	12:01 p.m. on 9/25/23	5:00 p.m. on 10/16/23	Period 1 Finalist Video Submission	
	12:01 p.m. on 10/2/23	5:00 p.m. on 10/23/23	Period 2 Finalist Video Submission	
	12:01 p.m. on 10/9/23	5:00 p.m. on 10/30/23	Period 3 Finalist Video Submission	
	12:01 p.m. on 10/16/23	5:00 p.m. on 11/6/23	Period 4 Finalist Video Submission	
	12:01 p.m. on 10/23/23	5:00 p.m. on 11/13/23	Period 5 Finalist Video Submission	
	12:01 p.m. on 10/30/23	5:00 p.m. on 11/20/23	Period 6 Finalist Video Submission	
	12:01 p.m. on 10/30/23	5:00 p.m. on 11/20/23	Wild Card Finalists Video Submission	
	5:01 p.m. on 11/21/23	5:00 p.m. on 11/23/23	Judging Period	

	No later than January 7, 2024	Grand Prize Winner Announced
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A Nominee who is chosen as one of eleven Weekly Finalists, will be required to submit a valid authorization to use name, likeness and voice (must be executed by the Weekly Finalist's parent or legal guardian if he or she is a minor), consent to participating in this Contest, and acknowledge receipt of these rules.

The six Weekly Finalists and five Wild Card Finalists (defined herein) who are selected as Contest Finalists must submit a video within the designated video submission period for consideration for the Grand Prize. Videos must: (1) be original, (2) less than 6 minutes long and edited to highlight the reasons that the player has a "Heart of a Giant," (3) be in keeping with Sponsors' images, (4) not have been previously published, won another competition or contest or been used for advertising or promotional purposes, (5) produced in 2023, and (6) not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. Parents and legal guardians may enter video(s) on behalf of their minor child.

Sponsors shall own the Entry submitted (including all rights embodied therein). Finalists and any person submitting an Entry or supporting materials, including videos, understands and acknowledges that Sponsors and their designees may exploit, edit, modify, distribute, publicly display, and create derivative works from the Entry or supporting materials and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party. If the Entry or supporting materials contains any material or elements that are not owned by the Nominee, Weekly Finalist, or Contest Finalist, and/or which are subject to the rights of third parties, the individual is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry and supporting materials by Sponsors in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsors reserve the right to request proof of these permissions in a form acceptable to Sponsors from any entrant at any time. Failure to provide such proof, if requested, may render the Entry null and void. Each Nominee warrants and represents that he/she and any persons appearing or who are identifiable in the Entry or supporting materials consent to the submission and use in the Contest and to its use as otherwise set forth herein. Sponsors reserve the right to disqualify any Entry that they determine, in their sole discretion, is offensive or inappropriate, not in keeping with Sponsors' image or that is otherwise not in compliance with these Official Rules.

Entries and supporting materials may not contain, as determined by the Sponsors, in their sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; is profane or pornographic; or contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains any infringing uses of trademarks, logos, or trade dress (such as distinctive packaging) owned by others, without permission. Entries may depict USA Football logos;
- contains any personal identification, such as license plate numbers, full personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;

- communicates messages or images inconsistent with the positive images and/or goodwill to which we wish to associate; and/or
- violates any law.

By submitting an Entry or any supporting materials, Entrant and Nominee each acknowledges and agrees that Sponsors may obtain many Entries in connection with this Contest and/or other contests staged and/or promoted by the Sponsors, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Contest and/or other contests sponsored by the Sponsors or submitted for other reasons or other materials developed by the Sponsors. Entrants, Nominees, Weekly Finalists, and Contest Finalists all waive any and all claims entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Entry, or that any compensation is due to entrant in connection with such Entry or other works used by Sponsors.

By submitting an Entry or any supporting materials, entrant hereby grants permission for the Entry to be posted on Facebook.com, Pinterest.com, Twitter.com, Instragram.com, usafootball.com, hss.edu, or other websites and their associated applications ("apps"). Entrant and Nominee each agree that Sponsors are not responsible for any unauthorized use of Entries or supporting materials by third parties. By entering, each participant authorizes Sponsors to use his or her name, likeness, and image in their advertising and promotion. Sponsors do not guarantee the posting of any Entry or supporting materials. Entrants agree that they will not use the Entry or supporting materials for any other purpose, including, without limitation, posting to any online social networks, without the express consent of Sponsors in each instance. Sponsors do not guarantee the posting of any Entry or supporting materials and reserve the right, in their sole discretion, to remove any posted entry for any reason and at any time.

Proof of mailing or of certification (electronic or otherwise) does not constitute proof of delivery. Multiple Entries from the same high school are not permitted; there may only be one Nominee per school. By submitting an Entry, participants agree to abide by these Official Rules. Persons submitting Entries under false pretenses will be disqualified. If for any reason the Internet or email portion of the contest is not capable of running as planned, including infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsors reserve the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. Sponsors have no obligation to notify a participant of his/her disqualification.

Sponsors are not responsible for any lost, illegible, or misdirected Entries. By entering, each participant authorizes Sponsors to use his or her name, likeness, and image in its advertising and promotion.

## 6. DETERMINATION OF WEEKLY FINALISTS (60), CONTEST FINALISTS (11), AND GRAND PRIZE WINNER (1).

Weekly Finalists (10 per week; 60 total): Each week of the Submission Period (each a "Weekly Contest Period"), USA Football will announce 10 eligible "Heart of a Giant" Weekly Finalists based on the subjective criteria of work ethic and character. Prior to the announcement, the Weekly Finalists will be contacted by USA Football and asked to complete an online questionnaire to allow for USA Football to further review the nominated student. The questionnaire requires the signature of the Weekly Finalist's parent/guardian (if he or she is a minor) consenting to the Weekly Finalist's participation in the Contest and a release to use the Weekly Finalist's name, likeness and image. Questionnaires, consents and releases that are not returned by the deadline provided may result in disqualification of the Weekly Finalist.

Public Voting: During the Voting Phase for each Contest Period (as established in the table in Section 5 of these Rules; each a "Public Voting Period"), members of the public will be invited to vote on the Weekly Finalists. Each person may vote 1 time per day during the Voting Phase. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any Weekly Finalist or voter to obtain more than the stated number of votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsors in their sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other

methods, may void those votes for the Weekly Finalist and the Weekly Finalist may be disqualified as determined by Sponsors in their sole discretion.

<u>Finalists (11)</u>: Subject to each Weekly Finalist's compliance with these Official Rules, the Weekly Finalist who receives the highest number of valid votes on the Heart of a Giant micro-site (the "Voting System") during each Public Voting Period will be deemed a "Contest Finalist." In the event of a tie, the Weekly Finalist who received the highest score for his/her work ethic and character, as determined by the qualified Sponsor judges in their sole discretion, will be deemed the Contest Finalist from amongst the tied Nominees. Sponsor reserves the right, in its sole discretion, to select alternate Contest Finalists should the voting appear to have been tampered with or manipulated in any way.

Further, five (5) additional Weekly Finalists (the "Wild Card Finalists") will be selected by the Sponsors to advance as a Contest Finalist based on his/her work ethic and character as determined in the judges' sole discretion. These five wild card selections will be announced with the Weekly Contest Period 6 Finalist announcement and will be required to submit his/her video in accordance with the Finalist Video Submission schedule as noted in Section 5 of these Rules.

Each Contest Finalist will receive a \$1,000 equipment grant for his/her high school football program (the "Contest Finalist Prize"). Entries must be submitted by the dates and times specified in the chart in Section 5 of these Rules to be eligible for the applicable Weekly Contest Period.

Grand Prize Winner (1): After the selection and announcement of each Finalist on the applicable Weekly Contest Period announcement date, each Finalist (collectively, the "Finalists") will be required to submit a video for consideration within 21 days of being announced as a Finalist for consideration by the Sponsors. The Grand Prize Winner will be determined by the Sponsors based on the subjective criteria of video quality and exemplifying the core criteria for the Heart of a Giant program. The Grand Prize Winner will be announced no later than January 7, 2024.

## 7. PRIZES (12).

Finalist Prize (11): Each Finalist will receive a \$1,000 equipment grant for his/her high school football team. All equipment grants awarded to high schools are awarded as a monetary credit with a select USA Football grant partners and can be used towards the purchase of new football equipment (helmets, shoulder pads, field equipment, blocking shields, dummies, uniforms, etc.).

Grand Prize (1): The Grand Prize Winner will receive an additional \$9,000 equipment grant for his/her high school football team. All equipment grants awarded to high schools are awarded as a monetary credit with a select USA Football grant partners and can be used towards the purchase of new football equipment (helmets, shoulder pads, field equipment, blocking shields, dummies, uniforms, etc.). The Grand Prize Winner will also receive 3 tickets and his/her head football coach will receive 1 ticket to attend the New York Giants' home football game at which the Grand Prize Winner is to be recognized. The total value of the tickets provided to the Grand Prize Winner is \$1,500. The total value of the tickets provided to the Grand Prize Winner is \$500. The additional equipment grant and game tickets may be collectively referred to as the "Grand Prize."

General Prize Conditions: Expenses not stated in these Rules are solely the responsibility of the Finalists and/or the Grand Prize Winner (collectively, "Winning Participants"). No prize may be transferred or substituted by a Finalist and/or the Grand Prize Winner. Sponsors reserve the right to change any actual prize at any time during the Contest. In this event, every effort will be made to provide a prize of like estimated value. Sponsors do not warrant or make any representations in connection with the prize, express or implied. Sponsors will determine all elements of any prize in its sole discretion. Prizes may not be assigned, transferred, or changed, except at the sole discretion of Sponsors. The awarding of any prize is contingent upon full compliance with these Official Rules. All prize details are at Sponsors' sole discretion.

8. **IDENTIFICATION OF WINNERS.** USA Football will contact the Weekly Finalists and Finalists by phone, mail, and/or e-mail within one day of the conclusion of the applicable submission and/or voting period as

appropriate. The Weekly Finalists and Finalists must acknowledge the communication and then USA Football will provide the Weekly Finalists and Finalists with an Affidavit of Eligibility/Ownership and a Liability/Publicity Release. Weekly Finalists will authorize participation in the Voting Phase by signing and returning the Affidavit after receipt. Finalists will accept their respective prizes by signing and returning the Affidavit after receipt. No prize will be awarded until such documentation is received by USA Football. The Finalists are responsible for any taxes associated with the award of the Finalist Prize. In the event that a Finalist cannot be contacted, USA Football will offer the Finalist Prize to the Weekly Finalist receiving the next highest amount of votes on the Voting System during the applicable Public Voting Period, and he/she will be contacted as set forth above. The Finalist Prize for each Finalist will not be awarded until the completion of the Contest Period. Unclaimed prizes may not be awarded.

SPONSORS will contact the Grand Prize Winner by phone, mail, and/or e-mailno later than January 7, 2024. The Grand Prize Winner must acknowledge the communication within 72 hours. USA Football will then provide the Grand Prize Winner with an Affidavit of Eligibility/Ownership, an IRS W9 form, and a Liability/Publicity Release. The Grand Prize Winner will accept the Grand Prize by signing and returning the Affidavit no later than 72 hours after receipt. The Grand Prize will not be awarded until such documentation is received by USA Football. The Grand Prize Winner is responsible for any taxes associated with the award of the Grand Prize. In the event that a potential Grand Prize Winner cannot be contacted, USA Football will offer the Grand Prize to the Finalist receiving the next highest score based on the subjective selection criteria set forth in Section 6, and he/she will be contacted as set forth above. The Grand Prize for the Grand Prize Winner will not be awarded until the completion of the Contest Period. Unclaimed prizes may not be awarded.

9. **PRIVACY.** Registration is required to enter the Contest. When you register, Sponsors collect personally identifying information about you, including your name, mailing address, and email address. The information that you provide will be added to Sponsors' databases. By entering and providing the required registration information, you acknowledge that Sponsors may send you information or special offers they believe may be of interest to you. Sponsors may also include your name and postal address in postal address lists that Sponsors sell or rent to third parties for marketing purposes. Your email address will not be sold or rented to third parties. For more information about how Sponsors use the information you provide, see Sponsors' privacy policy at https://assets.usafootball.com/documents/legal/USAFB\_Privacy\_Policy\_2023.pdf. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS CONTEST.

Sponsors have limited entering this Contest to individuals age 14 and older. However, if an entrant uploads a photo, video, or audio file containing images of children under the age of 13 or voice, or geolocation information sufficient to identify a location, city or town, full name, physical address, online contact information, or other information about a child under the age of 13, the entrant is providing personal information that may be protected under the Children's Online Privacy Protection Act ("COPPA"). Sponsors will use this information solely to administer this Contest as set forth in these Rules, including allowing the public to vote and to notify Contest Finalists and Grand Prize Winner. Sponsors will not sell or rent this information to third parties for marketing purposes.

Parents and legal guardians have the following rights with regard to their child's personal information:

- Sponsors do not seek Entries by persons under the age of 14 and therefore, will not require a child under the age of 13 to disclose more information than is reasonably necessary to participate in the Contest;
- Sponsors will delete any contact information obtained pursuant to this Contest about a child under the age of 13 following the conclusion of the Contest Period.
- Parents or guardians may review their Entry to review their child's personal information and direct Sponsors to delete the information and refuse to allow further collection or use of the child's information;
- Parents or guardians may agree to the collection and use of their child's information, but still not allow disclosure to third parties unless that is part of the service.
- If a parent or legal guardian desires to exercise their rights, please contact USA Football's General Counsel at (317)-614-7750.

- 10. **SPONSORS.** This Contest is sponsored and promoted by USA Football, Inc., 45 N. Pennsylvania St., Suite 800, Indianapolis, IN 46204, and Hospital for Special Surgery (HSS), 535 70<sup>th</sup> Street, New York, New York 20021.
  - 11. **ODDS.** The odds of winning depend on the number of Entries.
- 12. **MISCELLANEOUS.** Everything for this contest is provided as is, without warranty of any kind, express or implied. By entering, participants consent to the exclusive venue and jurisdiction of the state and federal courts of Indianapolis, Indiana, in all disputes arising out of or related to these rules or these sweepstakes.