

**Cleveland Browns 50/50 RAFFLE**  
**Official Rules**

The Cleveland Browns 50/50 Raffle (the "**Raffle**") is a fundraiser conducted by the Cleveland Browns Foundation, a 501(c)(3) charitable organization, (the "**Foundation**" or "**Sponsor**"), in partnership with *Shoes and Clothes for Kids, Inc.* ("**Shoes and Clothes for Kids**") and the *Stay in the Game!* Network. Shoes and Clothes for Kids is a 501(c)(3) organization that purchases and distributes new school clothing, shoes and school supplies to local kids in poverty (go to [www.sc4k.org](http://www.sc4k.org) for more information). *Stay in the Game!* is a state-level network designed to raise awareness surrounding chronic absenteeism and help Ohio families, schools and communities make attendance a priority (go to [www.Get2School.org](http://www.Get2School.org) for more information). The Raffle is conducted at select official Cleveland Browns events, including during Cleveland Browns Training Camp and select Cleveland Browns home and away games, as determined by Sponsor (each of Training Camp and each such game shall be referred to herein as an "**Event**").

BY PURCHASING A TICKET FOR THE RAFFLE ("**RAFFLE TICKET**"), EACH PARTICIPANT (A "**PARTICIPANT**") REPRESENTS THAT S/HE MEETS ALL OF THE BELOW-STATED ELIGIBILITY REQUIREMENTS AND AGREES TO (a) BE BOUND BY THESE OFFICIAL RULES AND ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS; (b) THE DECISIONS OF SPONSOR AND ITS AUTHORIZED REPRESENTATIVE(S); AND (c) THE CLEVELAND BROWNS [PRIVACY POLICY](#) AND [TERMS OF USE](#). BY PARTICIPATING IN THE RAFFLE, PARTICIPANT CONSENTS TO CLUB'S AND SPONSOR'S PRIVACY PRACTICES AND FURTHER AGREES TO (d) LIMITATIONS ON PARTICIPANT'S REMEDIES AND THE RELEASED PARTIES' LIABILITIES; AND (e) THE ARBITRATION OF DISPUTES; AND (f) THE CLASS ACTION WAIVER.

**1. RAFFLE PERIOD:** Raffle Tickets will be sold beginning up to twenty-four (24) hours before the Event's start time and will end at a predetermined time after the conclusion of the Event (each a "**Raffle Period**"). If the Event takes place during Cleveland Browns home and away football game, the Raffle Period will conclude on the dates listed in grid below.

<b>Raffle period</b>	<b>Event</b>	<b>Start Time</b>	<b>End Time</b>	<b>Drawing (estimate)</b>
<b>1</b>	Cleveland Browns Training Camp	8/13/2020	9/4/2020	9/5/2020
<b>2</b>	Browns at Baltimore (away game) & Browns vs. Cincinnati (home)	9/12/2020	9/26/2020	9/28/2020
<b>3</b>	Browns vs. Washington (home) & Browns at Dallas (away)	9/26/2020	10/10/2020	10/12/2020
<b>4</b>	Browns vs. Indianapolis (home) & Browns at Pittsburgh (away)	10/10/2020	10/23/2020	10/26/2020
<b>5</b>	Browns at Cincinnati (away) & Browns vs. Las Vegas (home)	10/24/2020	11/11/2020	11/13/2020
<b>6</b>	Browns vs. Houston (home) & Browns vs. Philadelphia (home)	11/14/2020	11/25/2020	11/27/2020

7	Browns at Jacksonville (away), Browns at Tennessee (away), Browns vs. Baltimore (home), Browns at New York Giants (away), Browns at New York Jets (away) & Browns vs. Pittsburgh (home)	11/28/2020	1/3/2021	1/5/2021
8	Playoffs	1/4/2021	1/17/2021	1/19/2021

**ELIGIBILITY:** The Raffle is open to all individuals eighteen (18) years of age or older are located within the Raffle Purchase Area during the Raffle Period and who have not won the Cleveland Browns 50/50 Raffle in the last 365 days. The **“Raffle Purchase Area”** defined as the state of Ohio minus a seventy-five (75) mile radius from corporate city limits of Cincinnati, Ohio. Employees and volunteers of Released Parties (defined below) and each of their immediate families and household members are not eligible to enter or win. The Raffle is subject to all applicable federal, state and local laws.

**2. ENTRY:** In order to purchase a Raffle Ticket for an Event, take any of the following actions during such Event’s Raffle Period: (i) go to Browns5050.com and follow the instructions to purchase the desired quantity of Raffle Ticket(s); or (ii) open the official Cleveland Browns mobile application (the **“Browns App”**), go to the Tickets tab and then go to the 50/50 Raffle tile or go to Browns5050.com to purchase the desired quantity of Raffle Ticket(s). For attendees of Events that are Cleveland Browns home games open to the public, Raffle Tickets may also be purchased from uniformed sellers and at the designated kiosks in the concourses of FirstEnergy Stadium (the **“Stadium”**). **Each Raffle Ticket purchased will be considered one (1) entry into the Raffle.** The running total from Raffle Ticket sales will be updated on Browns5050.com and/or periodically updated on the Browns Twitter account, and may also be displayed or announced during Events that are home games. A Participant may purchase as many Raffle Tickets as s/he wishes. All Raffle Ticket purchases must be made during the applicable Raffle Period. Raffle Tickets are not eligible for any past or future Raffle drawing. All purchases of Raffle Ticket(s) are printed and entered into a drum for a manual drawing of the winning ticket. None of the Released Parties (defined below) are liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed Raffle Tickets regardless of cause or the person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system or server or other technical problem. No refunds will be made except as otherwise determined by Sponsor in its sole discretion.

**PRICING:** The purchase cost of a Raffle Ticket will be established by Sponsor prior to the beginning of the Raffle Period and will be communicated at the time of purchase and in the Raffle promotions. The pricing for the Raffle Tickets may vary based upon the quantity of Raffle Tickets purchased. The pricing for the Raffle Tickets may vary from one Event to the next. The pricing and purchase options made available during an Event shall be uniformly applied and will not vary by seller or purchaser, except as otherwise noted in the following sentence. For the first Event, the Cleveland Browns Training Camp, the Raffle Ticket pricing will be as follows:

- a. When purchasing in person from a seller, pricing will be five (5) Raffle Tickets for \$10.00; Twenty (20) Raffle Tickets for \$20.00 and Eighty (80) Raffle Tickets for \$40.00;
- b. When purchasing from the Browns official mobile app, pricing will be five (5) Raffle Tickets for \$10.00; Twenty (20) Raffle Tickets for \$20.00 and One-Hundred (100) Raffle Tickets for \$40.00; and Three-Hundred (300) Raffle Tickets for \$100.

**3. WINNER SELECTION:** For each Event, after the conclusion of each Raffle Period, the winning Raffle Ticket number to receive the Grand Prize (the **“Winning Number”**) will be selected at random from among all eligible Raffle Tickets purchased during the Raffle Period. The Winning Number will be selected at a time and date to be determined by Sponsor.

All drawings will be conducted by Sponsor in collaboration with Shoes and Clothes for Kids, and all Sponsor decisions are final and binding.

**4. WINNER ANNOUNCEMENT:** Shortly after the selection of the Winning Number, the Winning Number will be posted on Twitter from the @Browns account and on [clevelandbrowns.com/raffle](http://clevelandbrowns.com/raffle) for a minimum of thirty (30) days following the Event.

**5. GRAND PRIZE:** For each Event, the Participant that purchased the Raffle Ticket with the corresponding Winning Number will receive fifty percent (50%) of the net proceeds of the Raffle (the "**Grand Prize**"). (The net proceeds are those total monies collected from Raffle Ticket sales for the applicable Raffle Period minus (i) any expenses incurred in the operation of the Raffle.

**6. CLAIMING A PRIZE:** To claim the Prize, the Prize Claimant must notify Sponsor within thirty (30) days of the announcement of the winning number by calling (440) 824-6223 or by emailing [5050Raffle@clevelandbrowns.com](mailto:5050Raffle@clevelandbrowns.com) and following the instructions given. The valid and authentic winning Raffle Ticket (the "**Winning Ticket**"), government-issued photo identification and/or similar documentation may be required to redeem the prize. The Prize Claimant may be required to show proof of purchase of the Winning Ticket. The Winning Ticket is the only valid receipt for claiming a Prize. Each Prize Claimant must provide Sponsor with all information required to claim the Prize (including tax identification information). The Prize Claimant will receive an Affidavit of Eligibility & Liability/Publicity Release ("**Affidavit**") in the form approved by Sponsor which must be executed and returned to Sponsor prior to receipt of the Prize. In the event a Prize Claimant: (a) does not notify Sponsor within thirty (30) days of the conclusion of the applicable Raffle Period; (b) is ruled ineligible; (c) refuses the Prize; (d) does not return an executed Affidavit; or (e) has won the Cleveland Browns 50/50 Raffle in the past 365 days, the Prize will be forfeited and will be retained by Sponsor. Sponsor has no obligation to contact Prize Claimant or any potential winners. All prizes will be delivered via check within thirty (30) days of the Prize Claimant delivering the winning Raffle Ticket, executed Affidavit, and all other required documents to Sponsor. For security and safety reasons, no cash payments will be made to the Prize winners. Unclaimed winnings will be retained by Sponsor. The individual that purchased the Raffle Ticket with the corresponding Winning Number (the "**Prize Claimant**") need not be present at the time of the drawing to win.

**7. ODDS:** Odds of winning are based on the total number of Raffle Tickets purchased during each Raffle Period.

**8. TAXES:** Each Participant acknowledges that they have been informed that the IRS has taken the position that amounts paid for chances to participate in raffles, lotteries, or similar programs are not gifts and, therefore, the price of a Raffle Ticket does not qualify as a deductible charitable contribution. The Prize winner is responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded Prize. Furthermore, each Prize winner acknowledges that federal law requires that a tax withholding on certain prize values must be collected from winners upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time each Prize is claimed will be followed. Winners of a Prize may receive from Sponsor a W-2G form or such other form(s) as required by applicable law. Taxes will be withheld in accordance with IRS and State of Ohio guidelines.

**9. TRANSFER OF RAFFLE TICKET:** Raffle Tickets may not be resold or transferred to any other party or copied or otherwise duplicated. Any Raffle Ticket which has been resold, transferred, copied or otherwise duplicated shall be void. All individuals who re-sell, purchase, duplicate, or receive a Raffle Ticket in violation of these Official Rules shall be ineligible to participate in the Raffle or to win a Prize, and may be deemed ineligible to participate in future Raffles.

**10. PARTICIPANT'S GRANT OF LICENSE:** By participating in the Raffle or accepting a Prize, each Participant hereby irrevocably and perpetually grants to Sponsor and its designees a worldwide license to use, publish, reproduce, create derivative works of, distribute and publicly display any images or likenesses of the Participant (collectively, the "**Images**"), in any form, media or content which now or hereafter exists, for advertising, promotional or any other commercial purposes as well as non-commercial purposes. Each Participant waives any compensation for any use of such Images. Each Participant hereby releases and waives any claims, demands, damages, losses, liabilities and causes of action arising from Sponsor's, or its designee's, uses of the Images, including, without limitation, any claims for defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Participant's name or likeness.

**11. RELEASE OF LIABILITY AND INDEMNITY:** By participating in the Raffle, the Participant, on Participant's behalf and on behalf of the Participant's spouse, assigns, guardians, administrators, executors and legal representatives, hereby releases, waives, discharges, covenants not to sue, and indemnifies Sponsor, Club, Shoes and Clothes for Kids, Get 2

School, Stay in the Game!, Bump Worldwide Inc., the National Football League and its member professional football clubs, together with each of their respective past, present or future predecessors; successors, assigns, direct or indirect subsidiaries, affiliates, related entities and persons, owners, and each of their respective shareholders, members, partners, trustees, directors, principals, managers, employees, volunteers, agents, consultants, contractors (including the Sponsor's service provider for the Raffle, Bump Worldwide Inc.), representatives, sponsors, and insurers (all of the above, the "Released Parties", collectively) from any claim or loss arising out of or related to the Participant's participation in the Raffle, acceptance of the Prize, or any exercise by Sponsor of any of its rights set forth herein or the Official Rules of the Raffle, including, but not limited to, any claims related to (i) any injury to the Participant or the Participant's property that occurs in connection with participation in the Raffle, receiving the Prize, or any related activities, (ii) any failure to report and pay any income taxes arising from acceptance of the Prize, (iii) any lost, stolen or duplicated Raffle Ticket, (iv) the use of any of the systems or technologies in conducting the Raffle, and (v) the Participant's acts or the acts of any other party with respect to the Participant's receipt of the Prize or participation in the Raffle, regardless of whether any such claims are caused in whole or in part by the negligence of any entity or person released hereunder.

**12. DISPUTES AND GOVERNING LAW:** The Raffle and the Official Rules Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Ohio without giving effect to any choice of law or conflict of law rule of any jurisdiction. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE RAFFLE OR THE OFFICIAL RULES SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY AN ARBITRATION VENDOR, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION SHALL TAKE PLACE IN THE CITY OF BEREA, OH. THE PARTIES AGREE THAT ANY CONTROVERSY OR CLAIM SHALL BE HEARD AND RULED UPON BY ONE (1) ARBITRATOR. Participant and Sponsor agree that: (1) any and all disputes, claims, and causes of action not waived arising out of or in connection with the Raffle, or any Prizes awarded, shall be resolved individually, **without resorting to any form of class action**; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Raffle, but in no event attorneys' fees unless otherwise required under law; and (3) under no circumstances will either party be permitted to obtain awards for, and each party hereby waives all rights to claim punitive, incidental, consequential damages and any other damages (other than for actual out-of-pocket expenses) and further waives any and all rights to have damages multiplied or otherwise increased. All disputes shall be handled according to the dispute resolution terms and conditions set forth in the [Terms of Use](#), which shall govern in the event of a conflict with these Official Rules. IN NO EVENT SHALL SPONSOR OR ANY OF THE RELEASED PARTIES BE LIABLE FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO ANY INDIVIDUAL PARTICIPANT IN THE RAFFLE. The Raffle is void outside the United States and where prohibited by law. These Official Rules are intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the Official Rules is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**13. DISQUALIFICATION; CHANGES:** Sponsor reserves the right in its sole discretion to disqualify any individual that (i) tampers or attempts to tamper or unduly interfere with the operation or integrity of the Raffle, (ii) resells, transfers, copies or otherwise duplicates a Raffle Ticket, (iii) violates the Official Rules, or (iv) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to, in its sole discretion, cancel, suspend and/or modify the Raffle or these Official Rules or disqualify any individual or Raffle Ticket for purposes of protecting the integrity of the Raffle or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE, APPLICATION, OR OTHER TECHNOLOGY OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE IS A VIOLATION OF THESE OFFICIAL RULES AND POTENTIALLY OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND PURSUE ANY OTHER REMEDIES THAT MAY BE AVAILABLE.

**14. PRIVACY:** Participation in the Raffle, and all information collected thereby, shall be subject to the Cleveland Browns Privacy Policy, available at: <https://www.clevelandbrowns.com/about/privacy-policy>.

**15. SPONSOR; WINNERS LIST:** The Sponsor of the Raffle is the Cleveland Browns Foundation, a 501(c)(3) charitable organization existing under the laws of the State of Ohio. Sponsor is a distinct legal entity from Cleveland Browns Football Company LLC and Cleveland Browns Stadium Company LLC that operate the Cleveland Browns and Club's facilities. To obtain a list of the Winning Numbers, please send a request to: Cleveland Browns Foundation Raffle, 76 Lou Groza Blvd., Berea, OH 44017, together with a stamped, self-addressed envelope. The Winning Numbers also will be posted on Twitter

from the @Browns account, within the Cleveland Browns Mobile app, and on [clevelandbrowns.com/raffle](https://clevelandbrowns.com/raffle) for a minimum of thirty (30) days following the Event.