Official Rules

Brandon Graham’s 2018 Big Game Giveaway

NO PURCHASE NECESSARY TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Agreement to Official Rules. Participation in Brandon Graham’s 2018 Big Game Giveaway (the “Sweepstakes”) constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor (as defined below), which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Sweepstakes is sponsored by Team Graham, 21 East Long Lake Rd., Suite 110, Bloomfield, MI 48304 (“Sponsor”) and the Sweepstakes is administered by Cauzeo, 3839 W 115th St, Chicago IL 60803 (“Administrator”).

2. Odds. The odds of winning will be determined by the number of eligible entries received.

3. Eligibility. The Sweepstakes is open only to legal residents of, and physically located within, the United States excluding residents of the states of New York and Florida who are at least eighteen (18) years of age or older as of the date of entry. All directors, officers and employees of Sponsor, Administrator and their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Sweepstakes agencies, and each of their immediate family members (spouses, parents, children, and siblings and their respective spouses), and those living in the same household as each, are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, provincial, and local laws and regulations. Void where prohibited.

4. Entry Period. The Sweepstakes entry period begins on January 30, 2018 at 10:00am EST and ends on February 2, 2018 at 12:00pm EST (the “Entry Period”). Sponsor’s computer shall be the official time-keeping device for the Sweepstakes.

5. How to Enter Sweepstakes. To enter the Sweepstakes, you must enter during the Entry Period using one of the methods (or a combination of the methods) described below, subject to the additional entry terms below:

A. Donation Method. To enter the Sweepstakes by making a donation, go to https://go.cauzeo.com/f53f5a (the “Promotion Site”) and follow the on-screen instructions to make a donation online with your credit card. Donation
entries will receive the applicable number of entries set forth next the donation amount in the table below:

<table>
<thead>
<tr>
<th>Donation Amount</th>
<th>Number of Entries</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10</td>
<td>3</td>
</tr>
<tr>
<td>$25</td>
<td>10</td>
</tr>
<tr>
<td>$50</td>
<td>25</td>
</tr>
<tr>
<td>$100</td>
<td>60</td>
</tr>
</tbody>
</table>

Donations must be in the exact amounts set forth in the table above. All donations must be made online at the Promotion Site via credit card and must be processed completely before the expiration of the Promotion Period. Donations not completed by the end of the Promotion Period will not count as entries. Donations made by means other than by credit card at the Promotion Site, including, but not limited to, donations by cash, checks and/or money orders, are not eligible and will not be counted as entries. No phone donations will be accepted. No illegible, incomplete, forged, mechanically reproduced or altered entries will be accepted. All entries become the property of Sponsor and will not be returned. Donations made in this Sweepstakes go to Team Graham.

**B. Mail-In Method.** To enter the Sweepstakes without making a donation, print out the Sweepstakes official mail-in entry form available [here](#), provide all the required entry information, and fax your entry to Brandon Graham Drawing Entry at: 520-844-8200. Entries must be received no later than February 2, 2018 at 12:00pm EST. Limit of one fax-in entry per person/household for the Sweepstakes. Each mail-in entry will receive that number of entries in the Sweepstakes equal to the average number of entries received by each person who entered the Sweepstakes by submitting a donation. If the average number of entries in the Sweepstakes per person by the donation method is not a whole number, the average will be rounded up to the next whole number (example: 2.3 will be rounded up to 3 entries) and each mail-in entry will receive a number of entries equal to that applicable whole number.

**C. Additional Entry Terms.** Those who do not follow all of the instructions of these Sweepstakes, fail to provide the required information with their donation entries or on their mail-in entries, or fail to abide by these Official Rules or other instructions of Sponsor or Administrator may be disqualified at
the Sponsor’s or Administrator’s sole and absolute discretion. All entries that are late, illegible, incomplete, misdirected, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified at Sponsor’s sole and absolute discretion.

D. SPECIAL NOTE ABOUT TAXES: Donations made in this Sweepstakes may not be tax-deductible in your jurisdiction and the winner’s prize may be taxable in your jurisdiction. Consult a tax professional. You agree that Sponsor or Administrator is not providing any accounting, tax or legal advice. In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the credit card on which the donation was charged. Winners may be required to show proof of being the credit card holder. If a dispute cannot be resolved to the Sponsor’s satisfaction, the potential winner will be disqualified.

6. Random Drawing. One grand prize winner will be selected from a random drawing conducted by Sponsor on or about 12:00pm EST on February 2, 2018. A potential Grand Prize winner will be required to execute and return an affidavit of eligibility/liability release and, where lawful, a publicity release within seven (7) days of date of issuance. Each entrant understands that the Sponsor or its respective agents may advise the United States Internal Revenue Service (“IRS”) of the value of the prize awarded to entrant from entrant’s participation in the Sweepstakes in the form of an IRS Form 1099, or otherwise. Entrant understands that prior to being entitled to receive any prize, and prior to receiving any prize, entrant will first provide Sponsor with all of entrant’s applicable taxpayer identification information and other required and reasonably requested tax and tax-related documentation (e.g., IRS Form W-9), and that entrant’s failure to provide such information to Sponsor will result in entrant’s automatic ineligibility to receive any prize. If any potential winner declines in writing to accept a prize, any Sponsor required documents are not returned on time, prize or prize notification is returned as undeliverable, the Sponsor is unable to contact a potential winner within a reasonable time period, or a potential winner is not otherwise in compliance with these Official Rules, the prize will be forfeited and, at the Sponsor’s sole discretion and time permitting, it may select an alternate winner from all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded.
7. Prizes.

A. Grand Prize One (1) Grand Prize winner will receive the following prizes:
(a) Two Lower Level Tickets to Watch the Philadelphia Eagles Battle the New England Patriots in Super Bowl 52 at US Bank Stadium (Minneapolis, MN) Airfare & Hotel Reimbursement (2 nights) up to $4,000. Total approximate retail value (“ARV”) for the Grand Prize is $14,000.

C. Additional Prize Terms. Total ARV for all prizes is: $14,000. Prizes will be fulfilled approximately 24 hours after the conclusion of the drawing. Travel reimbursement fulfilled within 7-10 business days. Grand Prize winner’s guest must be of legal age of majority in his/her state of residence (and at least 18) and will be required to execute and return a liability/publicity release prior to prize award. All income, federal, state and local taxes are the winner’s and guest’s sole responsibility, as applicable. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor’s sole discretion or as provided herein. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded. Gift card prizes are subject to terms and conditions of the gift card. Prizes will be awarded “as is” with no warranty, guarantee or representations, either express or implied by Sponsor or Administrator. No interest will be paid on any cash prizes. Other restrictions (including blackout dates) may apply.

8. Conditions/Use Rights. By accepting any prize, each entrant consents to the use of their names, voices, and likenesses, including all accompanying personally identifiable information entrant submits or Sponsor obtains in the course of entrant accepting any prize, via all forms of media now known or hereafter devised worldwide, in perpetuity, without notice, attribution or compensation (other than the specific prizes described herein) to entrant, his/her successors or assigns, or any other entity, except where prohibited by law.

9. Privacy. By participating in the Sweepstakes, entrant authorizes Sponsor and Administrator to collect, use, process, transfer and store all data provided by entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that Sponsor or Administrator deems necessary, whether within entrant’s country of residence or elsewhere, and with such party(ies) as Sponsor or Administrator deems appropriate, for purposes of administration of the Sweepstakes. All information submitted to Sponsor as part of this Sweepstakes will be treated in accordance with
Sponsor’s privacy policy. All information submitted to Administrator as part of this Sweepstakes will be treated in accordance with Administrator’s privacy statement, available at https://rallyup.com/privacy-policy/. Personal information will be used only to: (a) provide information about the Sweepstakes; (b) contact and publicize potential winners; and/or (c) if an entrant selects to receive additional information from Sponsor or Administrator on the entry form, to send additional information to that entrant during or after any Entry Period. Entrants have the right to withdraw and correct their personal data, but entrants are not allowed to re-submit their entries. Directions on procedures for submitting corrections to personal data are provided in the privacy statement of Sponsor.

10. Release and Limitations on Liability. By participating in all or a portion of the Sweepstakes, entrants agree to release and hold harmless all directors, officers and employees of Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, sales representatives, distributors, licensees, agents, advertising and Sweepstakes agencies (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or acceptance, receipt, use, or misuse of any prize; or travel to any Sweepstakes-related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. In the event that entrant breaches any of his/her representations, warranties or undertakings contained herein, Released Parties shall be entitled to and may seek indemnification from entrant for recovery of all legal fees, damages, costs, claims and other expenses that may be incurred by Released Parties as a result of the aforementioned breach. Entrant further agrees to release the Released Parties and their designees and assigns from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses and damages of any kind arising out of or in connection with the Sweepstakes or acceptance, possession, or use of any prize (including, without limitation, attorneys’ fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction or property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Sponsor and Administrator are not responsible if any prize cannot be awarded due to
travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

11. Miscellaneous. The decisions of Sponsor and Administrator are final with respect to all aspects of this Sweepstakes. The Sweepstakes and these Official Rules will be governed, construed and interpreted under the laws of the State of Arizona without regard to choice of law principles. Entrants specifically agree that (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the applicable state or federal court in Maricopa County, Arizona; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys’ fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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, or other technical problems, or any condition caused by events beyond the reasonable control of Sponsor or Administrator that may cause the Sweepstakes to be disrupted or corrupted, Administrator 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) award the prize from among the non-suspect, eligible entries received up to the time of the impairment. Sponsor and Administrator reserves the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process, the operation of the Sweepstakes, to be acting in violation of these Official Rules or any applicable laws relating to the Sweepstakes, or in an unsportsmanlike or disruptive manner, and to resolve all disputes in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Winners List; Official Rules. For notification of the winner and/or a copy of these Official Rules, send a self-addressed, stamped envelope to: RallyUp.com, Inc. c/o of Brandon Graham Drawing, 7650 E. Broadway Blvd, Suite 203, Tucson AZ 85710. Requests for the winners list will only be
accepted after the end of the Sweepstakes Entry Period and must be received by May 2, 2018.

13. **Sponsor and Administrator.** The Sponsor of this Sweepstakes is the Team Graham. The Administrator of this Sweepstakes is Causeo. Entrants shall not use the trademarks of Sponsor or Administrator, or falsely associate themselves with Sponsor or Administrator, during or after the Entry Period.

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