

## Guitar Artwork Fan Submission Contest

### Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. **BY SUBMITTING AN ENTRY, ENTRANT AGREES TO BE BOUND BY THE TERMS OF THESE OFFICIAL RULES, [THE CLEVELAND BROWNS PRIVACY POLICY](#), [THE CLEVELAND BROWNS TERMS OF USE](#), [THE WIT TERMS OF USE](#), AND THE DECISIONS OF SPONSOR, WHICH SHALL BE FINAL IN ALL RESPECTS.**

**1. Eligibility:** The Guitar Artwork Fan Submission Contest (the “Contest”) is open to all legal residents of the United States who are eighteen (18) years of age or older as of the date of entry. Persons under the age of eighteen (18) are not eligible to participate in this Contest without consent of a parent or guardian, and persons under the age of thirteen (13) are not eligible to participate in this Contest under any circumstances. Any Entry received from a person under the age of eighteen (18) without consent of a parent or guardian may be automatically rejected and deleted. Entrants are required to provide truthful information, and we will reject and delete any Entry that we discover to be false or fraudulent. Cleveland Browns Football Company LLC (“Sponsor”) is located at 76 Lou Groza Blvd., Berea, OH 44017. Employees of Released Parties and their immediate family members (parent, child, spouse or significant other, sibling and their respective spouses, regardless of where they reside) and/or household members (an individual resident in the same residence, whether or not related), are not eligible to enter or win. “Released Parties” as used herein shall mean Sponsor, Cleveland Browns Stadium Company LLC, the National Football League, its member professional football clubs, Wit Labs, Inc. (“Wit”), and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies. All applicable federal, state and local laws apply. Void where prohibited. Wit is a service provider of Sponsor and provides the platform on which the Sweepstake are hosted. The Contest is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter or any other social media platform.

**2. Promotion Period:** The “Promotion Period” starts at 08:00:00 pm ET on 09/22/2022 and ends at 11:59:59 pm ET on 12/16/2022. The Promotion Period will be divided into individual entry periods (each an “Entry Period”) and each Entry for such Entry Period must be received by the corresponding Entry Period Deadline for Entries, as follows:

Entry Period	Entry Period Start Time	Entry Period Deadline for Entries	Entry Period Prize
1	8 pm ET on Sept. 22, 2022	11:59 pm ET on Oct. 1, 2022	Two (2) tickets to Browns v. Chargers home game on Oct. 9, 2022
2	8 pm ET on Sept. 22, 2022	11:59 pm ET on Oct. 8, 2022	Two (2) tickets to Browns v. Patriots home game on Oct. 16, 2022
3	8 pm ET on Sept. 22, 2022	11:59 pm ET on Oct. 23, 2022	Two (2) tickets to Browns v. Bengals home game on Oct. 31, 2022
4	8 pm ET on Sept. 22, 2022	11:59 pm ET on Nov. 19, 2022	Two (2) tickets to Browns v. Buccaneers home game on Nov. 27, 2022
5	8 pm ET on Sept. 22, 2022	11:59 pm ET on Dec. 9, 2022	Two (2) tickets to Browns v. Ravens home game on Dec. 17/18, 2022
6	8 pm ET on Sept. 22, 2022	11:59 pm ET on Dec. 16, 2022	Two (2) tickets to Browns v. Saints home game on Dec. 24, 2022

**3. How to Enter:** To receive one (1) entry to the Contest (an “Entry”), during the applicable Entry Period visit <https://web.witcontests.com/browns/artwall/the-guitar-smash-design-220922> (the “Website”) and follow the

instructions to upload your original artwork and complete all required information. Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete and/or inaccurate entries are void. Each entry must be received by the applicable Entry Period Deadline for Entries to be eligible. Entries that are deemed by the judges in their sole discretion to be immoral, obscene, or profane or not in keeping with Sponsor's image or in violation of these Official Rules will be void. In addition, to be eligible, entry cannot include any third-party intellectual property or imagery. Entry cannot defame or invade intellectual property rights of persons, living or deceased, or otherwise infringe upon any copyrighted, trademarked, or person's personal or proprietary rights. In the event of a dispute as to the identity of an entrant, entry will be awarded to the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person that is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. **By submitting an Entry, Entrant agrees to (i) the terms of these Official Rules, (ii) the decisions of the Sponsor, which will be final and binding in all disputes and in all matters relating to the Contest, and (iii) [the Cleveland Browns Privacy Policy](#), [the Cleveland Browns Terms of Use](#), and [the Wit Terms of Use](#).** Additionally, by participating in the Contest, Entrant represents and warrants that (a) either, as applicable, Entrant owns the content submitted pursuant to these Contest (the "Content") and Entrant hereby grants to Sponsor all permissions necessary for Sponsor or its affiliates to repost and/or use the Content for future commercial purposes throughout the universe and in any medium without any further additional consideration being due, or, alternately, if Entrant is not the owner of the Content, Entrant has received express permission from the owner of the Content to post it in connection with the Contest and to grant to Sponsor all permissions necessary for Sponsor or its affiliates to repost and/or use the Content for future commercial purposes throughout the universe and in any medium without any further additional consideration being due, (b) Entrant has secured the express consent and permission from each individual appearing in the Content to the use of their image and likeness in connection with the Contest, and (c) no other rights or permissions are necessary in connection with the Content or otherwise for Entrant's participation in the Contest. **Entrant represents and warrants to Sponsor that Entrant has all the eligibility, rights and authority as required to enter into the Contest, and to grant the rights granted herein; ii) the Content does not infringe the rights of any third-party person or entity; and iii) no consent of any third-party person or entity is required for submission or release of the Content.**

**4. Winner Selection:** For each prize listed below, a panel of judges selected by Sponsor in its sole discretion will determine which entries are considered finalists to be placed on the "Art Wall" (each a "Finalist Entry") based upon content, creativity, and originality as determined by Sponsor and its judges in their sole discretion. The judges will then select a winner based on the aforementioned criteria after that Entry Period Deadline for Entries. All decisions of the judges are final. Sponsor will contact the potential winner(s) via phone or e-mail. Potential winner(s) will have seventy-two (72) hours to claim the prize. Sponsor and/or Wit are not responsible for any delay or failure to receive notification for any reason, including inactive account(s), technical difficulties associated therewith, or an Entrant's failure to adequately monitor the Website or other platform of entry. In the event the potential winner fails to claim the prize by such deadline, an alternate winner will be selected. Odds of winning the Contest will depend on the total number of eligible entries received during the Promotion Period and the number of Prizes. Potential winners may be required to execute and return an Affidavit of Eligibility, Liability and Publicity Release prior and as a condition to receiving any prize. Noncompliance with these Official Rules, the inability of Sponsor to contact the potential winner within seventy-two (72) hours or prize notification being returned as non-deliverable may result in disqualification and, time permitting, and at Sponsor's sole discretion, an alternate winner being selected. All Prize winners will have been selected by 11:59:59 pm ET one (1) week prior to the date of the applicable Cleveland Browns home game at which the Prize winner's artwork will be featured.

**5. Prize:** Two (2) tickets to the Cleveland Browns home game as set forth in Section 2 above and the presentation of the Prize winner's artwork during the home game and on Cleveland Browns digital channels (Prize ARV = \$125). Prize details will be available on the Website or other platform of entry at the start of the Promotion Period. All costs and expenses associated with the acceptance and use of a prize not specified herein as being awarded, including, but not limited to, travel expenses and parking, associated with redemption of a prize, concessions and retail expenses, and all federal, state and local taxes, are winner's sole responsibility, and winners shall indemnify and hold the Released Parties harmless in all respects related thereto. All prize details are at Sponsor's sole discretion and are subject to change. Prizes may not be sold, substituted for cash value, or transferred to any third party except as explicitly provided for in these Official Rules.

**6. Miscellaneous:** No transfer, assignment, cash redemption, or substitution of a prize (or any portion thereof) is permitted except by Sponsor which reserves the right to substitute a prize (or applicable portion thereof) with one of comparable or greater value, in its sole discretion if the prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated value of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the estimated value, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Sponsor will not replace any lost or stolen prize items. **By participating in the Contest, whether by submitting an Entry or by casting a vote, as permitted by applicable law and subject to [the Cleveland Browns Terms of Use](#), participant (the "Indemnifying Party") shall indemnify the Released Parties from and against any and all losses, costs, damages, injuries, awards, judgments and liabilities, including but not limited to legal and professional fees, costs, and expenses ("Losses"), incurred by any such Released Party as a result of any claim, suit, proceeding or cause of action asserted against the Released Party by a third party ("Claim") and shall defend the Released Party against any such Claims arising from: i) any copyright, patent and/or trademark infringement, unlawful disclosure or use or misappropriation of a trade secret or other intellectual property right owing to the Released Party's use of the Entry and any corresponding Content submitted by such Indemnifying Party; or ii) any material breach of these Official Rules by the Indemnifying Party. Furthermore, such participants release Sponsor and each of the other Released Parties from any and all claims, damages or liabilities arising from or relating to their participation in the Contest. By accepting a prize, subject to applicable law and [the Cleveland Browns Terms of Use](#), Prize recipient (a) agrees that neither the Sponsor nor any of the Released Parties will have any liability whatsoever for, and shall be held harmless by winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Contest; from acceptance, possession, misuse or use of prize and (b) grants (and agrees to confirm grant in writing promptly upon request) to Released Parties and those acting under Sponsor's authority, the right to the use of the Content (if applicable) and his/her name, photograph, likeness, voice, image, statements and biographical information, at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation, unless prohibited by law. Each prize recipient further agrees to promptly verify in writing this aforementioned grant of rights upon request.**

Neither Sponsor nor any of the Released Parties shall be liable in the event that any portion of the Contest or prize is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Subject to applicable law, Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Contest (or any portion thereof) for any reason, including should virus, worms, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play or submission of entries of the Contest and, in the case of termination, at its discretion, select the winner for the drawing(s) at issue from all eligible entries received for the drawing(s) at issue prior to the event that required such

termination. The successors, heirs, and assigns of entrants and potential winners are subject to the terms of these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE APP, WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Released Parties are not responsible for late, lost, stolen, incomplete, illegible, inaccurate, misdirected, undelivered, damaged, or destroyed entries, and such entries may not be considered by Sponsor or Released Parties. No purchase or payment of any kind is necessary, and you need not consent to have your personal information used for direct marketing purposes unrelated to this Contest, to enter, cast a vote, or win. A purchase and/or consenting to direct marketing will not increase your chance of winning. All Entries must be made manually by such Entrants and all votes cast must be cast manually by such voters. The use of script, macro or other automated or mechanical devices (or any other devices intended to automate or subvert any aspect of entry) to participate in the Contest is prohibited and any entry through such means and any entry that is deemed to be ineligible (at Sponsor's sole discretion and in accordance with these Official Rules) will be void. If the Contest includes the use of an internet tool and the internet voting process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, Sponsor reserves the right to use another means to determine the winner(s), i.e., random selection or appointing a panel of judges. Released Parties are not responsible for failures, problems or errors relating to the Contest. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with the Contest. Persons who tamper with or abuse any aspect of the Contest or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void.

7. **Winners' List:** For a list of the winners (available after 12/31/2022), send a self-addressed, stamped envelope for receipt by 3/31/2023 to: Fan Submission Artwork, c/o Cleveland Browns, 76 Lou Groza Blvd., Berea, OH 44017.