

## D.C. Defenders Presale Sweepstakes Rules

Welcome to the Defenders Presale Access & Tailgate Sweepstakes (the “**Sweepstakes**”), sponsored by Defenders (“**Sponsor**”). **PLEASE READ THESE SWEEPSTAKES RULES CAREFULLY BEFORE ENTERING INTO THE SWEEPSTAKES.**

**THERE IS NO PURCHASE OR PAYMENT NECESSARY IN ORDER TO ENTER OR WIN THE SWEEPSTAKES. ANY PURCHASE OR PAYMENT OF ANY KIND THAT YOU MAKE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS, AND IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

This Sweepstakes is powered by Wit Labs, Inc. (“**Wit**”) on behalf of Sponsor, and is accessible via the Wit website at <https://web.witcontests.com/dcdefenders/sweepstakes/win/defenders-presale-access-happy-250210> (the “**Platform**”). For the avoidance of doubt, Wit administers and provides the Platform for the Sweepstakes, but is not the sponsor for the Sweepstakes.

As a legal requirement for participating in this Sweepstakes as an entrant (“**Entrant**” or “**You**”) hereby agree to be bound by these Sweepstakes Rules (the “**Rules**”) which form a legal contract by and between You and Sponsor. **If You do not agree and consent to these Rules, please do not enter the Sweepstakes or use the Platform.** To participate in the Sweepstakes, You must agree to the Wit [Terms of Use](#).

- 1.1 Sweepstakes Description. Entrant agrees to prepare and submit the required entry form for the Sweepstakes (an “**Entry**,” collectively the “**Entries**”) in accordance with the Official Rules as described herein. After submission, Entrant may or may not be deemed a Winner (as defined in Section 3.1), subject to eligibility and compliance with these Rules. Prizes will be awarded for this Sweepstakes, and will be publicly displayed on the Sweepstakes Landing Page (as defined below).
- 1.2 Sweepstakes Period. **Sweepstakes Start Date:** 2/10/25. **Sweepstakes End Date:** 2/23/25. The Sweepstakes will begin on the above Start Date, and will last through the above End Date (“**Sweepstakes Period**”).
- 1.3 Rules. By participating in the Sweepstakes, Entrant unconditionally accepts and agrees to comply with and abide by these Rules, waives any right to claim ambiguity in the Rules or Sweepstakes related advertising/materials and agrees that the decisions of Wit or Sponsor with respect to the Sweepstakes and any prize awards shall be final and binding in all respects. Sponsor reserves the right to alter the terms of these Official Rules at their discretion. Any such changes to the Official Rules will be prominently displayed and any conflicting changes to the Official Rules will be superseded by the most recent version of the Official Rules.
- 1.4 Sweepstakes Administration. Wit, on behalf of Sponsor, performs the collection, submission or processing of Entries, as well as the overall administration of the Sweepstakes. Entrant may contact Wit with any questions, comments or problems related to administration of the Sweepstakes. Wit may be reached by email at [team@witcontests.com](mailto:team@witcontests.com) during the Sweepstakes Period.

## 2. ELIGIBILITY.

- 2.1 Eligible Entrants. The Sweepstakes is open only to legal residents of the fifty (50) United States, the District of Columbia, and U.S. overseas territories and possessions who are of eligible age to participate in their jurisdiction and 18 years of age or older, or, if in

Alabama or Nebraska 19 years of age or older, and in Mississippi 21 years or older. By participating, Entrants agree to be bound by these Rules and the decisions of Wit or Sponsor, which are binding and final on matters relating to this Sweepstakes.

**2.2** Non-eligible Persons. Sponsor, its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, Sweepstakes administrator, advertising and promotion agencies; and each of their respective officers, directors, employees, consultants and contractors (the "**Sponsor Entities**"), are ineligible to enter the Sweepstakes or win any related prize. "**Household Members**" means those people who share the same residence as any Sponsor Entity for at least three (3) months during a given year. "**Immediate Family Members**" means parents, step-parents, legal guardians, children, step-children, siblings, step-siblings or spouses of any Sponsor Entity. Household Members and Immediate Family Members of any Sponsor Entities are also not eligible to enter or win the Sweepstakes.

**2.3** Minor Participants. This Sweepstakes is subject to, and we comply with, all applicable laws relating to the collection of information from minors including the GDPR, CCPA, USA Children's Online Privacy Protection Act ("**COPPA**") and associated Federal Trade Commission ("**FTC**") rules. Persons under the age of 18 are not eligible to participate in this Sweepstakes without consent of a parent or guardian, and persons under the age of 13 are not eligible to participate in this Sweepstakes under any circumstances. We will immediately reject and delete any Entry received from a person under the age of 18 without consent of a parent or guardian. Participants are required to provide truthful information, and we will reject and delete any Entry that we discover to be false or fraudulent.

### **3. PRIZES.**

**3.1** Prizes Awarded. There will be one (1) total winner. The winner will be randomly selected from eligible Entries on or about 2/23/25, after the conclusion of the Sweepstakes Period. Odds of winning depend on the number of eligible entries received. There will be one (1) Grand Prize consisting of one (1) happy hour with a Defenders player or coach, one (1) Appetizers and "drinks" (non-alcoholic if under 21) for the prize winner and up to three (3) family members or friends, one (1) Defenders Tailgate Pack including two (2) Defenders lawn chairs, two (2) Defenders fleece blankets, two (2) Defenders drink cooler bags and two (2) Defenders adult size sweatshirts. Total Approximate Retail Value of the Grand Prize is \$550. All potential winners are subject to verification by Sponsor or Wit, whose decisions are final. All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winner.

**3.2** Prizes cannot be transferred, redeemed for cash or substituted by an Entrant. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater estimated value if a prize described in these 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. Any prize is awarded "AS IS." Sponsor will not replace any lost or stolen prize items.

**3.3** The winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the prize description herein, including, but not limited to,

transportation, hotel, meals and beverages, gratuities, concessions at Event, personal incidentals, applicable taxes and insurance. Sponsor is not responsible in the event that the Event is cancelled or postponed for any reason.

- 3.4** The winner may attend the Event with a guest who is under the age of majority if: (a) the parent or legal guardian of the guest has executed an Authorization Form, giving consent, a Liability Release and, where legal, a Publicity Release, on such guest's behalf; and (b) Sponsor, in its sole discretion, has granted its approval. In all cases, the winner's guests, or the parent/legal guardian of any guest who is a minor in his or her state of residence, will be required to sign a Liability and Publicity Release (except where prohibited by law). Winner and guests agree to comply with all applicable venue regulations in connection with the Event.
- 4. HOW TO ENTER. Entrants may enter the Sweepstakes during the Sweepstakes Period online by visiting the Wit website and doing the following:**
- 4.1** By successfully transmitting a completed online entry form as directed after visiting the Wit website at <https://web.witcontests.com/dcdefenders/sweepstakes/win/defenders-presale-access-happy-250210>. (specified "**Sweepstakes Landing Page**"), you will be entered into the Sweepstakes.
- 4.2** Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete or inaccurate entries are void. All entries must include a valid email address for the Entrant.
- 5. No Automated Entries.** All automated or robotic Entries submitted by individuals or organizations will be disqualified. All Entries by Entrants must be made manually by such Entrants. Any attempt by an Entrant to submit multiple Entries by using multiple/different email addresses, phone numbers, identities, registrations, logins or any other methods will void such Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to the eligibility verification of these Rules. All Entries must be submitted by the end of the Sweepstakes Period in order to participate. Wit's database clock will be the official timekeeper for this Sweepstakes.
- 6. Winner Selection.** The Sweepstakes winner(s) will be notified by e-mail at the end of the Sweepstakes Period. Sponsor and 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 Wit app or website. Any winner notification not responded to by the Entrant, or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a publicity release (collectively "**the Prize Claim Documents**"). In the case of prizes that include guests, the potential prize winner understands and agrees that, as a condition of participation in the prize, guests may be required to sign and return a similar release of liability and a publicity release that grants Sponsor the same permissions for use of their names, likenesses and other information as set out in Section 8 below, and that refusal to sign those releases may result in guest being denied the ability to participate in the prize. No substitution or transfer of a prize is permitted except by Sponsor.
- 7. Intellectual Property Ownership.** Entrant hereby acknowledges and agrees that, in the event the Sweepstakes requires or permits submission of any content by Entrant, including but not limited to Entrant's photograph, artwork, text or other content

(“**Content**”), all such Content submitted by Entrant shall be deemed a ‘work made for hire’, as defined in the United States Copyright Act. Entrant agrees that Sponsor shall be the exclusive owner of such Content and all rights therein. Sponsor’s ownership includes without limitation the rights to: (i) exhibit, broadcast, use, reproduce, distribute, perform and license others to use all or any part of the Content; (ii) edit or modify the Content in any manner, or combine same with any other materials; and (iii) use and license third parties to use the Content and/or any portion thereof in any manner of exploitation and, in the case of (i), (ii) or (iii), in any digital, print or other medium whether now known or hereafter discovered, worldwide and in perpetuity with no obligation of further consideration or of notice, review or approval.

**8. PRIVACY.** Personally identifiable information (“**PII**”) that is submitted by Entrant as part of this Sweepstakes will be used to administer the Sweepstakes, select and announce the winner. Entrant hereby waives any claims that Entrant may have or acquire against the Sponsor for libel, slander, invasion of privacy, copyright or trademark violation, moral rights, right of publicity, rights of privacy, or false light arising out of or in connection with such use. Entrant agrees that this waiver of privacy rights and constitutes a valid consent to uses of any PII as may be required under applicable data protection laws. Any PII that you provide in participating in the Sweepstakes is subject to the privacy policies of the Sponsor and Wit. Please review the Sponsor privacy policy at <https://www.theufl.com/privacy>, and the Wit privacy policy at [Wit Privacy Policy](#). By entering the Sweepstakes, you grant Sponsor and Wit permission to share your email address and any other PII with the other Sweepstakes partners for the purpose of administration and prize fulfillment, including use in a publicly available winners list. Winner, by acceptance of prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media (including digital media) now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

**9. GENERAL CONDITIONS.** Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible or postage-due mail, Entries or email; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), Platform, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the prizes or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by other Entrants or third parties, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Platform. Persons who tamper with or abuse any aspect of the Sweepstakes or Platform or who are in violation of these Rules, as solely determined by Sponsor or Wit, will be disqualified and all associated Entries will be void. Should any portion of the Sweepstakes, in Sponsor’s or Wit’s sole opinion, be compromised by virus, worms,

bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor or Wit, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Entrants, by participating, agree that Sponsor, Wit, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, including any travel/activity related thereto, or participation in this Sweepstakes. In the event of a dispute regarding Entries received from multiple users having the same e-mail or social media account, the authorized subscriber of the e-mail or social media account at the time of entry will be deemed to be the Entrant and must comply with these Rules. Authorized account subscriber is the natural person who is assigned the e-mail address or social media account by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses or the social media account in question. **CAUTION: ANY ATTEMPT TO DAMAGE THE PLATFORM OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

10. Winners List. For the names of the winner(s) (available after 2/23/25), send a self-addressed stamped envelope to: Defenders Presale Access & Tailgate Sweeps, XFL Properties LLC d/b/a United Football League 600 Steamboat Road, Suite 107, Greenwich, CT 06830. Request must be received no later than 2/23/29.
11. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of entrants or Sponsor in connection with the drawing or award, shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflict of law principles. All legal proceedings arising out of or in connection with the offer of these Rules shall be brought solely in Lincoln, Texas. By participating and/or accepting a prize, participants and/or winners expressly submit to the exclusive jurisdiction of said courts and the convenient forum therein and consent to extraterritorial service of process. If any provision of these Rules is deemed unenforceable for any reason, such provision shall be severable and deemed null and void, and the remainder of these Rules shall remain in full force and effect. The failure of either party to insist upon the performance of any provision herein will not be considered a waiver of such provision or limitation of the parties' rights or obligations under these Rules.
12. **EXCEPT WHERE PROHIBITED, ENTRANT AGREES 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; (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.**

- 13.** Sponsor. D.C. Defenders. For questions or assistance contact Wit at [team@witcontests.com](mailto:team@witcontests.com).
- 14.** Social Media. This Sweepstakes may be advertised on social media sites/platforms, but this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, such social media sites/platforms (such as X, Instagram or Facebook).