

## Cleveland Browns Dog Logo Vote

Welcome to the Make Your Vote Count Promotion (the “**Promotion**”), sponsored by [Licensee] (“**Sponsor**”). **PLEASE READ THESE PROMOTION RULES CAREFULLY BEFORE ENTERING INTO THE PROMOTION.**

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

This Promotion is powered by Wit Labs, Inc. (“**Wit**”) on behalf of Sponsor, and is accessible via the Wit website at [witcontests.com](http://witcontests.com), through a mobile device or computer (collectively, the “**Platform**”). For the avoidance of doubt, Wit provides the Platform for the Promotion, but is not the sponsor for the Promotion.

As a legal requirement for participating in this Promotion as an entrant (“**Entrant**”), you (“**You**” or “**Participant**”) hereby agree to be bound by these Promotion 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 Promotion or use the Platform.** To participate in the Promotion, You must agree to the Wit [Terms of Use](#). **By creating and using a Wit account, You are further required to read and agree to the Wit [Terms of Use](#).**

### 1. **PROMOTION.**

- 1.1 Promotion Description. If an Entrant, Participant agrees to prepare and submit certain information (“**Content**”) in accordance with the Rules as described herein. After submission, Entrant may or may not be deemed a winner, subject to eligibility and compliance with these Rules. Prizes will be awarded for this Promotion, and will be publicly displayed on the Promotion Landing Page.
- 1.2 Promotion Period. **Promotion Start Date:** 5/10/24 **Promotion End Date:** 5/24/23 The Promotion will begin on the above Start Date, and will last through the above End Date (“**Promotion Period**”).
- 1.3 Rules. By participating in the Promotion, Entrant unconditionally accepts and agrees to comply with and abide by these Rules, waives any right to claim ambiguity in the Rules or Promotion related advertising/materials and agrees that the decisions of Sponsor with respect to the Promotion and any prize awards shall be final and binding in all respects.
- 1.4 Promotion Administration. Wit, on behalf of Sponsor, performs the collection, submission or processing of Entrant entry forms for the Promotion (“**Entries**”) as well as the overall administration of the Promotion. Entrant may contact Wit with any questions, comments or problems related to administration of the Promotion. Wit may be reached by email at [team@witcontests.com](mailto:team@witcontests.com) during the Promotion Period.

### 2. **ELIGIBILITY.**

- 2.1 Non-eligible Entities. Sponsor, and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies; and each of their respective officers, directors, employees, consultants and contractors (the “**Sponsor Entities**”), are ineligible to enter or vote on the Promotion 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 Promotion.

- 2.2 Minor Participants. This Promotion 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 Promotion without consent of a parent or guardian, and persons under the age of 13 are not eligible to participate in this Promotion 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. **HOW TO ENTER. Entrants may enter the Promotion during the Promotion Period online by visiting the Wit website and doing the following:**
  - 3.1 By successfully transmitting a completed online entry form as directed after visiting the Wit website at <https://web.witcontests.com/browns/sweepstakes/vote/make-your-vote-count-230510> specified "**Promotion Landing Page**"), you will be entered into the Promotion.
  - 3.2 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. All entries must include a valid email address for the Entrant.
  - 3.3 Entrant winners will be announced after successfully submitting the online entry form, and before the end of the Promotion Period.
4. 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 Promotion Period in order to participate. Wit's database clock will be the official timekeeper for this Promotion.
5. Additional Entry. After entering the Promotion, Entrants may share the Promotion Landing Page link on Facebook or Twitter in exchange for additional entries into the Promotion.
6. Winner Notification. The Promotion winner(s) will be notified by e-mail at the end of the Promotion Period. 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 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"). No substitution or transfer of a prize is

permitted except by Sponsor.

7. **Intellectual Property Ownership.** Participant hereby acknowledges and agrees that all Content submitted by Participant hereunder shall be deemed a 'work made for hire', as defined in the United States Copyright Act. Participant 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.
8. **Privacy.** Personally identifiable information that is submitted by Entrant as part of this Promotion will be used to administer the Promotion, select and announce the winner. Participant hereby waives any claims that Participant 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 the Sponsor's or anyone else's use of the Content. Participant agrees that this waiver of privacy rights and constitutes a valid consent to uses of any Personally Identifiable Information ("PII") as may be required under applicable data protection laws. Any PII that you provide in participating in the Promotion is subject to the privacy policies of the Sponsor and Wit. Please review the Sponsor privacy policy at \_\_\_\_\_, and the Wit privacy policy at [Wit Privacy Policy](#). By entering the Promotion, you grant Sponsor and Wit permission to share your email address and any other personally identifiable information with the other Promotion partners for the purpose of administration and prize fulfillment, including use in a publicly available winners list. Participant hereby grants to Sponsor the non-exclusive, worldwide, perpetual, assignable, sublicensable and irrevocable right to include Participant's name, title, image, likeness, movements, voice, conversations, sounds and performances in connection with any use or publication of the Content by Sponsor.
9. **Warranties.** Entrant represents and warrants to Sponsor that Entrant has all the eligibility, rights and authority as required to enter into the Promotion, 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.
10. **Indemnification.** Participant (the "Indemnifying Party") shall indemnify Sponsor, Wit and their affiliates, owners, officers, directors, shareholders, agents and employees (the "Indemnified Party") 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 the Indemnified Party as a result of any claim, suit, proceeding or cause of action asserted against the Indemnified Party by a third party ("Claim") and shall defend the Indemnified 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 Indemnified Party's use of the Content submitted by such Indemnifying Party; or ii) any material breach of these Rules by the Indemnifying Party.
11. **Limitation Of Liability.** **IN NO EVENT SHALL SPONSOR OR WIT BE LIABLE TO ENTRANT FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR**

**SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SPONSOR OR WIT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Sponsor and Wit further assume no responsibility or liability for:**

- 11.1 any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions;
- 11.2 any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion;
- 11.3 any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Promotion;
- 11.4 inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof;
- 11.5 suspended or discontinued Internet, wireless or landline phone service; or
- 11.6 any injury or damage to Entrant's or any other person's computer or mobile device while participating in the Promotion or downloading of any materials in the Promotion.
12. **DISCLAIMER. If, for any reason, the Promotion is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total estimated value as set forth in these Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Wit shall not have any liability to any Entrant in connection with a canceled Promotion.**
13. These Rules shall be governed by the laws of the State of Ohio and the parties agree to personal jurisdiction and convenient forum therein. If any provision of these Rules is deemed unenforceable, such provision shall be severable and deemed null and void, and the remainder of the 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 construed as a waiver of such provision.
14. **CONTACT. Sponsor: [agribble@clevelandbrowns.com](mailto:agribble@clevelandbrowns.com) Wit: [team@witcontests.com](mailto:team@witcontests.com)**