

SWEEPSTAKES RULES FOR HOUSTON TEXANS VIP EXPERIENCE

NO PURCHASE NECESSARY TO ENTER OR WIN

- 1. Eligibility:** K-12th grade schools in Texas within the following counties are eligible for these sweepstakes: Nacogdoches, Shelby, San Augustine, Angelina, Trinity, Jasper, Sabine, Polk, Tyler, Newton, San Jacinto, Madison, Walker, Hardin, Brazos, Grimes, Montgomery, Liberty, Jefferson, Orange, Harris, Chambers, Galveston, Brazoria, Matagorda, Jackson, Lavaca, Wharton, Colorado, Fort Bend, Austin, Waller, Washington and Calhoun. FUTP 60 Student Teams in schools or districts which do permit student participation in the Sweepstakes or which do not or are unable to agree to these Sweepstakes Rules are not eligible to participate. Employees of Dairy MAX, Inc. (Dairy MAX or Sponsor), the NFL Entities (as defined below), their respective parents, affiliates, subsidiaries, advertising or promotion agencies or other individuals engaged in the development, production, or distribution of promotion materials and persons who are immediate family or who reside in the same household as persons in the preceding categories are not eligible to participate. Void where prohibited.
- 2. Sweepstakes Period:** Sweepstakes will run from November 1, 2022 through December 15th, 2022.
- 3. Prize:** One (1) winning school will receive a Houston Texans VIP Experience for twelve (12) students and two (2) adults. The experience will include: Texans apparel for each guest, lunch in the Texan's team café, a private VIP tour of NRG Stadium, a certificate from the Texans and up to \$500 reimbursement for round-trip transportation. **Transportation receipt must be submitted to Dairy MAX to receive reimbursement. Winning school is responsible for transportation and all travel expenses to the NRG Stadium, to the extent that travel expenses exceed \$500. The date of the VIP Experience Day will be mutually determined by Dairy MAX and winning school for the Spring of 2023.** No cash or other substitution may be made, except by Sponsor in the event a prize (or part thereof) cannot be awarded, in which case Sponsor will at its sole discretion award a prize (or part thereof) of equal or greater value.
- 4. Odds of Winning:** Odds of winning depend on the number of valid entries received.
- 5. To enter:** Enroll in FUTP60 on the <https://educator.fueluptoplay60.com/login> website. Complete three (3) FUTP 60 touchdown steps on the <https://educator.fueluptoplay60.com/login> dashboard, and upload a photo and/or video of your healthy eating play, with a short description, to Submittable [here](#) by 11:59PM CST December 15th, 2022. As an alternative method of entry, the Sweepstakes may be entered by mailing a postcard to Dairy MAX at 2214 Paddock Way Drive, Suite 600, Grand Prairie, TX 75050. The postcard must include the Entrant's email address, telephone number, or mailing address so that they can be notified if selected as Winner. Postcards must be postmarked by December 15, 2022.
- 6. To win:** The winning school will be drawn at random from all eligible schools that have met the sweepstakes requirements by the deadline.

7. Acceptance of the Prize: The Fuel Up To Play 60 Program Advisor of winning school, or the person whose contact information is provided in an alternative method of entry, will be notified by January 13th, 2023 via email from a Dairy MAX representative. Winning school must notify the Dairy MAX representative by Friday, January 20th, 2023 of their acceptance of the award. In the event the winning school declines the Texans for a Day VIP Experience, a second winner will be drawn and offered the Texans for a Day VIP Experience. If the second winner is unable to use the prize, a third will be drawn. If three winners are drawn and all decline the prize, it will not be awarded. Acceptance of the Prize constitutes permission for Dairy MAX to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. The approximate retail value of the prize is \$1,000. Taxes are the sole responsibility of the winners.

8. Indemnification: By entering, participants agree to release, discharge, and hold harmless, Dairy Management Inc., Dairy MAX, Inc., NFL Players Association, NFL Players Inc., the NFL Entities (as defined below), Houston NFL Holdings, L.P., Houston Texans, their respective partners, affiliates, subsidiaries, advertising or promotion agencies or other individuals engaged in the development or production (collectively, the "Indemnified Parties"), from all claims or damages arising out of participation in both this offer and/or Sweepstakes and/or any prize awarded. Each school participating in these Sweepstakes represents and warrants to the Indemnified Parties that (i) it has obtained all necessary consents for participation in these Sweepstakes for students to participate in the Fuel Up to Play 60 program; and (ii) it has obtained a publicity release and consent to use any images submitted in their healthy eating play photo/video from all individuals in such photo/video and, for students under the age of 18, from their parent or guardian.

9. Waiver of Claims: Participants irrevocably waive all claims against Houston NFL Holdings, L.P., Houston Texans, National Football League, its member professional football clubs and owners, NFL Players Association, NFL Players Incorporated, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC and each of their respective subsidiaries, affiliates, owners, shareholders, officers, directors, agents, members, representatives and employees (collectively the "NFL Entities"). The NFL Entities will have no liability or responsibility of any claim arising in connection with participation in this Sweepstakes or any prize awarded. The NFL Entities and Sponsor are not responsible for lost, late, misdirected, unintelligible, returned or undelivered entries, telephone calls, text messages, email, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network. NFL Entities and Sponsor are not responsible for any incorrect or inaccurate information whether caused by Website users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assume no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access. Should any portion of Sweepstakes be, in the Sponsor's sole opinion, compromised by virus, worms, bugs,

unauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of these Sweepstakes, or submission of entries, the Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes, and randomly select the winner from valid entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. This Sweepstakes is void where prohibited or restricted by law and is subject to all federal, state, and local laws and regulations. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of the official rules.

10. Additional Terms: The NFL Entities have not offered or sponsored this Sweepstakes in any way. Sponsor makes no representations or warranties of any kind concerning the appearance, performance or safety of any prize awarded. Sweepstakes and Sweepstakes Rules are subject to all applicable federal, state, and local laws and regulations.

11. Winners List: To receive a list of winners, mail a self-addressed, stamped envelope to: ATTN: Sweepstakes Winners Report, 2214 Paddock Way Drive, Suite 600, Grand Prairie, TX 75050

12. Sponsor: Dairy MAX, Inc., 2214 Paddock Way Drive, Suite 600, Grand Prairie, TX 75050