

2024 Autographed Martin Emerson Jr. Football Sweepstakes

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 2024 Autographed Martin Emerson Jr. Football Sweepstakes (the "Sweepstakes") 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 Sweepstakes without consent of a parent or guardian, and persons under the age of thirteen (13) are not eligible to participate in this Sweepstakes 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 Sweepstakes 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 12:01:00 am ET on 4/15/2024 and ends at 11:59:59 pm ET on 5/14/2024 (the "End Time").

3.

3. How to Enter: To receive one (1) entry to the Sweepstakes (an "Entry"), during the Promotion Period visit <https://web.witcontests.com/browns/sweepstakes/win/martin-emerson-signed-football-240415> (the "[Website](#)") and follow the instructions to complete and submit one (1) Official Entry Form. 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 during the Promotion Period to be eligible. **One (1) entry per person and per e-mail address will be accepted during the Promotion Period. Additional entries received from the same person, e-mail address, phone number, or through any other sanctioned entry method in excess of the stated limitation will be void.** 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. 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 Sweepstakes, to enter or win. A purchase and/or consenting to direct marketing will not increase your chance of winning. All Entries by Entrants must be made manually by such Entrants. 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 Sweepstakes 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. Released Parties are not responsible for failures, problems or errors relating to the Sweepstakes. 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 Sweepstakes. Persons who tamper with or abuse any aspect of the Sweepstakes 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. **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**

Sweepstakes, and (iii) [the Cleveland Browns Privacy Policy](#), [the Cleveland Browns Terms of Use](#), and [the Wit Terms of Use](#).

4. Winner Selection: For each prize listed below, one (1) potential Prize winner will be selected at random from all eligible entries received during the Promotion Period. The number of Prize winners selected during the Entry Period depends on the number of prizes offered. 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 Sweepstakes 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 on the 20th day following the Promotion Period.

5. Prize: One (1) football signed by Martin Emerson Jr. (Total ARV = \$200). 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 associated with redemption of a prize 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 Sweepstakes, as permitted by applicable law and subject to [the Cleveland Browns Terms of Use](#), Entrant (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, Entrants release Sponsor and each of the other Released Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Sweepstakes. 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 Sweepstakes; 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. Entrant represents

and warrants to Sponsor that Entrant has all the eligibility, rights and authority as required to enter into the Sweepstakes, 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. Neither Sponsor nor any of the Released Parties shall be liable in the event that any portion of the Sweepstakes 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 Sweepstakes (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 Sweepstakes 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 SWEEPSTAKES 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.

7. **Winners' List:** For a list of the winners (available after 8/14/2024), send a self-addressed, stamped envelope for receipt by 12/14/2024 to: 2024 Autographed Martin Emerson Jr. Football c/o Cleveland Browns, 76 Lou Groza Blvd., Berea, OH 44017.