

2021 Raiders Small Business Showcase Official Rules

NO PURCHASE NECESSARY

Contest period: September 13, 2020 – March 31, 2021

Contest sponsors: America First Credit Union & Raiders Football Club, LLC (the “Las Vegas Raiders”, together with America First Credit Union, the “Sponsorship Entities”)

The “Raiders Entities” are collectively defined as the Las Vegas Raiders, LV Stadium Events Company, LLC, The Oakland Raiders, a California limited partnership, the Las Vegas Stadium Authority and each of their respective parent companies, subsidiaries, affiliates, divisions, suppliers, distributors, advertising/promotion agencies, and each such company’s officers, directors, employees, representatives and agents.

Prize: One (1) Small business showcase program sponsorship agreement with the Las Vegas Raiders for 1 season, which is valued by the Sponsorship Entities at \$100,000 (the “Prize”). Small business showcase program sponsorship agreement includes the following:

- Stadium signage
- Radio broadcast assets
- Digital assets across the Raiders app and Raiders website
- Hospitality for a small group at one Raiders home game

All sponsorship assets are subject to change and subject to Las Vegas Raiders approval. No sponsorship asset substitution or exchange will be allowed, except by the Las Vegas Raiders, who reserve the right to substitute a prize of equal or greater value in case of unavailability of a sponsorship asset, force majeure or for any other reason in its sole discretion.

Odds: Odds of winning prizes depend on the number of entries received.

Entry: One (1) entry in the contest (the “Contest”) can be made by submitting an application on behalf of your company and agreeing to be bound by these official rules (the “Rules”). All entries must be submitted by March 31, 2021. Application and/or participation constitutes entrant’s full and unconditional agreement to these Rules and Sponsorship Entities’ decisions and interpretations, which are final and binding in all matters related to the Contest.

Limit: Each entrant is limited to receiving one (1) entry during the Contest.

Selection of prize winners: Applications will be reviewed and finalists will be selected by a committee comprising of at least five (5) total representatives from the Raiders Entities, America First Credit Union and local business community. Businesses Applications will be evaluated upon the following criteria: Depth of community involvement, worthiness of business and brand, business and sponsorship category “fit” to partner with both the Las Vegas Raiders and America First Credit Union, as well as any other criteria that may be determined by the Sponsorship Entities. Finalists may be subject to a background check and are subject to verification of eligibility and compliance with these Rules and other such releases and permissions as the Sponsorship Entities may require. Sponsorship Entities reserve the right to disqualify a potential finalists based on the results of such background checks if Sponsorship Entities

determine in their sole discretion that eventually awarding the Prize to any such party might reflect negatively on the Sponsorship Entities.

Finalists will be asked to make a presentation to a panel of judges or any such selection process as may be set forth by the Sponsorship Entities (in-person or via video conference or other communication method). Final winner selection will be based on the same criteria used for initial selection process (Depth of community involvement, worthiness of business and brand, business and sponsorship category "fit" to partner with both the Las Vegas Raiders and America First Credit Union, as well as any other criteria that may be determined by the Sponsorship Entities).

Potential winners are subject to verification of eligibility and compliance with these Rules. Potential winners will be notified by telephone or e-mail with instructions next steps on how to claim the Prize. Failure to provide all required information within the stated time period may result in forfeiture of potential winner's right to claim the Prize and may result in the Prize being awarded to an alternate winner, if time permits. Each potential winner may be subject to a background check before the Prize is awarded. Sponsorship Entities reserve the right to disqualify the potential winner based on the results of such background check if Sponsorship Entities determine in their sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsorship Entities.

After such background check, if any, the potential winner will be offered the opportunity to enter into a sponsorship agreement to be provided by the Las Vegas Raiders in a form determined its sole discretion, to include one (1) season sponsorship which is valued by the Sponsorship Entities at \$100,000, including stadium signage, radio broadcast assets, digital assets across the Raiders app and Raiders website and hospitality for a small group at a Raiders home game; provided that such sponsorship assets are subject to change and are also subject to terms of use, indemnity, insurance, force majeure and other such contract provisions that are common in such sponsorship agreements. No sponsorship asset substitution or exchange will be allowed, except by the Las Vegas Raiders, who reserve the right to substitute a prize of equal or greater value in case of unavailability of a sponsorship asset, force majeure or for any other reason in its sole discretion. The potential winner shall have two (2) weeks to enter into such sponsorship agreement upon the terms set forth by the Las Vegas Raiders unless the Las Vegas Raiders in its sole discretion determines that circumstances require such time to be extended. The Sponsorship Entities shall not be held responsible for any delays in awarding the Prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Rules, declines to accept the Prize upon the terms determined by the Las Vegas Raiders, or any winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if a potential winner does not answer a telephone or email notification in a timely manner, the Prize may be forfeited. If a Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsorship Entities sole and absolute discretion, selected from the eligible entries received during the applicable entry period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize may not be re-awarded. The Prize is not transferable and include only the items specifically listed as part of the Prize, subject to the terms of these Rules. Any portion of the Prize not accepted by winner will be forfeited. The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. The value of the Prize is as of the time these Rules were printed and the value of a Prize may fluctuate and may be subject to interpretation and opinion. A winner is not entitled to any difference between the Prize value estimated in these rules and the actual value of the Prize at the time the Prize is awarded. All

other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each Prize will only be awarded to a verified winner.

Eligibility: Entrants must be legal United States residents of Nevada or Utah who are at least twenty-one (21) years old at the time of entry. Employees, directors, officers, and agents of the Sponsorship Entities, as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to enter or win. Entrants must own their business and the business must be a for-profit company. Entrants hereby represent and warrant, as of the date of entry, the Entrant is duly authorized by all necessary and appropriate action to bind Entrant's business to the terms of these Rules and to enter into a sponsorship agreement with the Las Vegas Raiders with full legal authority. Business must be located in the Raiders marketing territory (Nevada or Utah). Entrant's business must have annual revenue of less than \$10 million. Business cannot operate within the following industries which are reserved as exclusive by the Las Vegas Raiders, which currently includes the industries listed below**:

- Domestic airline
- Credit union
- Communication (cable, wifi, internet provider)
- Credit card
- Non-luxury auto
- Healthcare (hospital, urgent care, health insurance)
- Casino/hotel/gaming/sports betting
- Domestic & import malt beverage/beer (includes seltzer)
- Non-alcoholic beverages
- Mobile handset
- Streaming
- Ticketing
- Credit card processing

**This exclusivity list is subject to change at the Las Vegas Raiders' sole discretion.

Indemnity and Limitation of Liability: By participating in this Contest, entrant agrees that the Sponsorship Entities and LV Stadium Events Company, LLC, The Oakland Raiders, a California limited partnership, the Las Vegas Stadium Authority and each of their respective parent companies, subsidiaries, affiliates, divisions, suppliers, distributors, advertising/promotion agencies, and each such company's officers, directors, employees, representatives and agents (collectively, "Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable email notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or

transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest website; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Rules. Further, the Released Parties are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, emails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder.

By entering the Contest, each entrant agrees: (i) to be bound by these Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, losses, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant's entries, participation in the finalist event, and participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof) including, but not limited to, personal injury, death, or damage to or loss of property; (d) any change in the Prize (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Prize (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sponsorship entities are unable to perform or complete the Contest as planned, or the integrity or feasibility of the Contest is severely undermined by any event or condition beyond the control of Sponsorship Parties, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsorship Entities (each a "Force Majeure" event or occurrence), Sponsorship Entities reserve the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of the winner in a manner it deems fair and reasonable, including the selection of winner from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. Without limiting the foregoing, everything regarding this Contest, including the Prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN CLARK COUNTY, NEVADA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEVADA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CLARK COUNTY, NEVADA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SPONSORSHIP ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

Privacy Policy: Any personally identifiable information collected during an entrant's participation in the Contest will be collected by Sponsorship Entities or their designee and used by Sponsorship Entities, their affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Rules and otherwise in accordance with each Sponsorship Entities’ privacy policies at <https://www.americafirst.com/documents/privacy-policy.pdf> or <https://www.raiders.com/about/privacy-policy>.

Publicity Rights: By participating in the Contest and/or accepting the Prize, each entrant agrees to allow Sponsorship Entities and their designees the perpetual right to use his/her name, biographical information, information about entrant’s business, including but not limited to any information submitted or shared in the entry or the finalist event, photos and likeness, voice recording, video images and all related footage, and statements for Contest, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to television (including live television), radio, and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

General: This Contest is subject to all federal, state and local laws and regulations. Winning the Prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Contest other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her Prize. Sponsorship Entities reserve the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Contest, to be acting in violation of these Rules or to be acting in an unsportsmanlike manner or

with the intent to disrupt the normal operation of the Contest. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORSHIP ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Rules valid and enforceable. The invalidity or unenforceability of any provision of these Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsorship Entities' failure to enforce any term of these Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Rules and the Contest details contained in any Contest promotional materials (including, but not limited to, internet, social media, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Rules shall prevail. Non-Nevada and Non-Utah residents are eligible unless prohibited by state law. Contest prizes are not transferrable and may not be substituted or redeemed for cash. The Las Vegas Raiders reserves the right to substitute a prize of comparable value at the Las Vegas Raiders discretion and the Sponsorship Entities reserve the right to make changes to the official rules that are effective upon announcement. All decisions of the Sponsorship Entities with respect to the contest are final. Additional terms and conditions may apply. Sponsored by America First Credit Union, 1344 W. 4675 S., Riverdale, Utah 84405.