

## OFFICIAL RULES

### MONSTER ENERGY SUPERCROSS GIVEAWAY

**NO PURCHASE NECESSARY TO WIN. BY PARTICIPATING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR/ADMINISTRATOR, WHICH SHALL BE FINAL IN ALL RESPECTS. VOID WHERE PROHIBITED BY LAW.**

**To Enter:** To be eligible, entrant (“**Entrant**”) must provide the sponsor of this Monster Energy Supercross Giveaway (the “**Promotion**”), Pro Silver Star, Ltd., (“**Sponsor**”), with its full name, email address, phone number, zip code and date of birth. Unlimited entries per person per day. Sponsor will not be responsible for entries lost, delayed, incomplete or misdirected. Entries will become the sole property of Sponsor and by entering, Entrant expressly consents to adding his/her information to receive future promotional offers, and using Entrant’s information for advertising, publicity or any other purposes whatsoever, as determined by Sponsor in their sole discretion, without compensation and with or without attribution to Entrant.

#### **METHODS OF ENTRY:**

- A. **Instagram Entry:** To enter via Instagram, Entrant must be a registered user on Instagram, must follow the following accounts:

@dallascowboys (www.instagram.com/dallascowboys),

@attstadium (www.instagram.com/attstadium),

and during the Entry Period Entrant must have a public account. Entrant must “like” the post associated with the Game Giveaway, tag one (1) friend, each tag is an entry (“**Instagram Entry**”).

- B. **Mail-In Entry:** Entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY) on a 3½”x5” card (“**Mail-In Entry**”) and mail in an envelope with proper postage affixed to: Monster Energy Supercross Giveaway, Attention: Corporate Partnerships – Marketing Representative, One Cowboys Way, Suite 100, Frisco, TX 75034. Valid Mail-In Entries received remain eligible during the Entry Period.

**ENTRY LIMIT AND REQUIREMENTS:** Instagram Entry or Mail-In Entry, (each an “Entry”), regardless of the submission method, will have an equal chance of winning. Regardless of the method of entry, there is unlimited entries per person, per day, during the Entry Period. A “day” is defined as starting at 12:00 AM (midnight) CST and ending at 11:59:59 PM CST on a calendar day during the Entry Period, except on February 05, 2024, when a day is defined as starting at 12:00 PM CST and ending at 11:59:59 PM CST. Sponsor will not be responsible for entries lost, delayed, incomplete or misdirected. By submitting an Entry, each Entrant attests that Entrant has made all those tagged in the Entry aware that Entrant is submitting an Entry. Entry must be posted in accordance with the applicable Instagram Terms of Service. Entrant agrees that Sponsor is entitled to use at its own discretion the Entry in any manner it deems fit.

**Eligibility:** Promotion is open to legal residents of Texas. Must be 18 years of age or older at the time of entry. Entrant is not eligible if he/she is an employee of Sponsor or a member of the immediate family (defined as parents, children, siblings or spouse, regardless of where they reside) or household of any of the above persons. By entering, Entrant agrees to abide by these rules and all decisions of Sponsor, which are final in all matters relating to this Promotion.

**Entry Period:** The Promotion begins at or about 12:00 PM Central Standard Time (“CST”) on February 05, 2024 and ends at 11:59:59 PM CST on February 08, 2024 (“**Entry Period**”). Entries submitted after the Entry Period will not be accepted. The Sponsor’s computer is the Promotion’s official clock.

**Grand Prize:** There will be at least one (1) grand prize package (the “**Grand Prize**”) consisting of four (4) tickets to Monster Energy Supercross at AT&T Stadium on February 24, 2024, and four (4) Monster Energy Supercross Pit pass at ATT&T Stadium on February 24, 2024. Approximate retail value (“**ARV**”) of total Two Hundred Forty and 00/100 (\$240.00). Sponsor reserves the right to substitute any portion of the Grand Prize for one of equal or greater value. Winner(s) (as defined below) may not request Grand Prize substitution. Grand Prize is non-transferable and may not be claimed or used by any person other than the Winner.

By accepting the Grand Prize, the Winner agrees that Sponsor and its designees may use his/her name, voice, photograph, image, likeness, address (city and state), biographical information, Grand Prize information and/or statements about this Promotion for advertising and publicity purposes in all media worldwide (including social media) at the discretion of the Sponsor or Administrator without limitation, for an unlimited time and without further compensation or notice. Any portion of Grand Prize not accepted by Winner will be forfeited. Federal, state, and local taxes on Grand Prize and any expenses relating to the acceptance of and use of Grand Prize not specified herein are the responsibility of Winner.

Sponsor will not be responsible for any prize that may be lost, stolen, counterfeit, damaged or tampered with in any way before reaching the Winner. Sponsor, to the extent permitted by law, makes no warranties, and hereby disclaims all warranties, express or implied, with respect to any prize awarded in connection with the Promotion. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES. OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.** All prize details are at Sponsor's sole discretion. In the event Winner is disqualified for any reason, Sponsor will award the Grand Prize to another eligible Entrant.

**DRAWING/NOTIFICATION OF WINNER:** At the conclusion of the Promotion, on or about February 09, 2024 Sponsor will select the name of one (1) potential Winner in a random drawing of all eligible entries received during the Entry Period. The odds of being selected as a potential Winner depend on the number of eligible entries received during the Entry Period. An Entrant is not a Winner of any Prize unless and until Entrant’s eligibility and Entry has been verified and notified such verification is complete (“**Winner**”).

A potential Winner will be notified by Instagram direct message, telephone or email after the drawing with instructions on how to claim the Grand Prize. The Grand Prize Winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within the time period specified in the notification email or the Grand Prize may be forfeited in its entirety and awarded to an alternate Winner, at the Sponsor’s sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of Winner’s right to claim the Grand Prize, and may result in the Grand Prize being awarded to an alternate Winner, if time permits. Sponsor reserves the right to conduct a background check on any potential Grand Prize Winner and reserves the right in its sole discretion to disqualify any person based on such background check if Sponsor determines in its sole discretion that awarding the Grand Prize to such potential Grand Prize Winner might reflect negatively on Sponsor or any of the Released Parties.

**Disclaimer:** Each Entrant in this Promotion agrees to release and hold harmless each Sponsor, Instagram, and each of the foregoing's Sponsor's directors, officers, subsidiaries, affiliates, owners, joint venturers, partners, parent companies, divisions, related entities, employees, agents and representatives, successors and assigns, and all others associated with the development and execution of this Promotion, including without limitation, any prize providers (the "**Released Parties**"), from and against all claims, including but not limited to mechanical errors and other errors, inaccurate, fraudulent, incomplete, late, lost, misdirected entries; or any delays in delivery of Grand Prize; or bodily injuries, death, losses or damages of any kind, without limitation, that may arise from or in connection with Entrant's participation in this Promotion or acceptance, possession or use of the Grand Prize, or participation in Grand Prize-related activities. By participating in this Promotion, Entrant agrees and acknowledges to be bound by these Official Rules, all Sponsor-related terms and conditions, as well as the decisions of Sponsor which are final and binding in all respects; to waive any rights to claim ambiguity with the Official Rules. Sponsor is not responsible if the Promotion or the Grand Prize is cancelled due to a force majeure event.

**Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by any Entrant, technical errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of Entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any Prize. If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry, if possible. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, unawarded, eligible Prize claims.

By participating, Entrants agree that (a) all claims and judgments will be limited to your actual out-of-pocket costs incurred, including, without limitation, costs associated with entering this Promotion, but in no event including attorney's fees; and (b) to the extent permitted by applicable law, under no circumstances will Entrant be permitted to recover damages, and entrant hereby waives all rights to claim punitive, incidental, or consequential damages or any other damages multiplied or otherwise increased.

**Applicable Law:** This Promotion and these official rules shall be construed and governed in accordance with the laws of the State of Texas. As a condition to participating in this Promotion, each Entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with this Promotion will be resolved individually, without resort to any form of class action, exclusively before a court located in the State of Texas. The Entrant and Sponsor hereby waive any and all right to trial by jury. If any provision of these official rules are declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the full extent permitted by applicable law. All federal, state and local laws and regulations apply.

**General:** This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. If, for any reason the Promotion is not capable of running as planned, including

infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right at its sole discretion to cancel, suspend or modify this Promotion, in whole or in part without notice. Promotion is subject to all applicable federal, state and local laws. Income and other taxes or tariffs, if any, are the sole responsibility of the Winner. Other restrictions may apply. All rights reserved.

In the event of any discrepancy or inconsistency between representations or other statements contained in any materials related to the Promotion or made by any representative of Sponsor, and the terms and conditions of these Official Rules, these Official Rules will govern and control.

**Severability:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is found to be invalid or otherwise unenforceable or illegal, these Official Rules will remain in effect and construed in accordance with their terms as if the invalid or illegal provision were not contained in these Official Rules.

**PRIVACY INFORMATION:** You understand that any personally identifiable information you provide to Sponsor shall be used only in a manner consistent with these Official Rules, and with Sponsor's Online Privacy Policy, which can be found at [www.dallascowboys.com/privacy](http://www.dallascowboys.com/privacy).

**Winners List:** For a list of Winners, available after March 2, 2024, send a self-addressed stamped envelope to: Monster Energy Supercross Giveaway, One Cowboys Way, Suite 100, Frisco, TX 75034.

**Sponsor:** Pro Silver Star, Ltd., One Cowboys Way, Suite 100, Frisco, TX 75034.