

## 2021 Walter Payton Man of the Year Charity Challenge

**NO PURCHASE NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE CHANCE OF WINNING. VOID WHERE PROHIBITED.**

**Eligibility:** The 2021 Walter Payton Man of the Year Charity Challenge (“**Challenge**”) is open to legal residents of the fifty (50) United States and the District of Columbia who are thirteen (13) years of age or older as of 12/7/2021. All participants under the age of majority should only participate with adult supervision. Challenge is void where prohibited by law. Challenge is subject to all applicable federal, state and local laws.

**How to Vote:** Between 12:00AM Eastern Time (“ET”) on 12/7/2021 and 11:59PM ET on 1/17/2022 (“Promotion Period”), thirty-two (32) Man of the Year nominees (each a “Nominee” and collectively “Nominees”) will be profiled on [NFL.com/manoftheyear](https://www.nfl.com/manoftheyear). To vote for your favorite Nominee, use the hashtag #WPMOYChallenge (“Eligible Hashtag”) and your favorite Nominee’s name and/or his Twitter handle anywhere within the tweet to post a vote to your Twitter account during the Promotion Period (“Vote”). **All votes cast on January 4, 2022 and January 5, 2022 as set forth in the above will be count as double.** Message and data rates may apply if you choose to vote using your mobile device. An Eligible Hashtag must be used in order for your Vote to be counted. Twitter accounts must be public to Vote using this method. Any Twitter post tagged with an Eligible Hashtag may be eligible for participation in this Challenge. Use of an Eligible Hashtag in connection with your post constitutes your unconditional acceptance of these Official Rules, and you acknowledge and agree that the Sponsor has the right to stream your post through the applicable API or otherwise use your post as set forth herein. Votes generated by script, macro or other automated means or with the intent to affect the integrity of the nomination process will be void.

**Winning Nominee Selection:** The Nominee that receives the highest number of votes throughout the duration of the Promotion Period will be deemed the First Prize winner, the Nominee that receives the second highest number of votes throughout the duration of the Promotion Period will be deemed the Second Place winner, and the Nominee that receives the third highest number of votes throughout the duration of the Promotion Period will be deemed the Third place winner (as designated by Sponsor in its sole discretion). In the event of a tie for any Prize, the winner will be the Nominee with the most votes on the final day of the Promotion Period. In the event a tie still remains for any Prize, the winner will be the Nominee with the most votes on the second to the final day of the Promotion Period. This process will continue, day for day, until all prize winners are identified. Odds of winning will depend on the number of eligible votes received during the Promotion Period.

**Prizes: One (1) First Place Prize:** A donation in the amount of \$25,000 will be awarded to the First Place Prize winner’s charity of choice. **One (1) Second Place Prize:** A donation in the amount of \$10,000 will be awarded to the Second Place Prize winner’s charity of choice. **One (1) Third Place Prize:** A donation in the amount of \$5,000 will be awarded to the Third Place Prize winner’s charity of choice. **Donations will be awarded to the charity designated by winners, and not to the winners themselves.**

In addition, a donation in the amount of \$10,000 will be awarded to the Charity of the first Nominee who reaches 1 Million votes.

**General Charity Donation Conditions & Details:** An authorized representative of the charity that each winner has designated will be required to complete and return a W9, as well as any necessary documents required by Sponsor, within fifteen (15) days of date of issuance in order to receive the donation. If for any reason, the charity cannot accept the donation, Sponsor will select an alternate charity in their sole discretion to receive the donation. Charities may not substitute, assign, or transfer a donation. Charity is responsible for all applicable federal, state and local taxes, if any. By accepting the donation, the charity that is awarded the donation will be required to permit Sponsor

and each of its designees to use such charity's name, location, trademark, and logo in any and all media now known or hereafter devised (including on the Internet), worldwide and in perpetuity, without compensation (unless prohibited by law) or additional consents from such organization or its authorized representatives or any third party and without prior notice, approval or inspection, and to execute specific consent to use if asked to do so. All donation details are at Sponsor's sole discretion.

**Miscellaneous:** Sponsor and the NFL Entities (as defined below) are not responsible for lost, incomplete, late, damaged, or misdirected votes; failures or malfunctions of phones, phone lines or telephone systems or other communications malfunctions; interrupted or unavailable network, Internet Service Provider (ISP), server or other connections including those through [www.NFL.com](http://www.NFL.com); miscommunications, failed computer hardware or software or other technical failures; garbled, lost, misrouted or scrambled transmissions; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to participant's or any other person's computer related to or resulting from participation in this Challenge; printing or other errors appearing within these Official Rules or in any Challenge-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, technical, electronic or otherwise. The use of automated devices as specifically set forth above, is prohibited and Votes through such prohibited devices are void. By participating, participants agree to be bound by these Official Rules and agree that Sponsor and the NFL Entities (as defined below) (collectively, the "Released Parties") and their designees may use (unless prohibited by law) their name, voice, city/state of residence, photograph, social handle and/or likeness for advertising and/or trade and/or for any other purpose in any media or format now or hereafter known without further compensation, permission or notification. Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate this Challenge (or any portion thereof) should virus, bugs, non-authorized human intervention or other causes beyond the reasonable control of Sponsor, including but not limited to war or armed conflict (whether or not officially declared), labor controversy or threat thereof, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of this Challenge and, in the event of termination or suspension, at its discretion, select winners from among eligible, non-suspect Votes received as of the date of the event requiring such termination or suspension.

**Disputes/Choice of Law:** Except where prohibited, each participant agrees that: (i) all issues and questions concerning these Official Rules shall be governed by Ohio law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Challenge or any prize awarded shall be (A) resolved individually, without resort to any form of class action; and (B) filed only in the state or federal courts situated in Franklin County, Ohio, and participant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to the prize shall be (A) resolved individually, without resort to any form of class action; and (B) filed only in the state or federal courts situated in Franklin County, Ohio, and participant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iv) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (v) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**Privacy:** Personal identifiable information that is submitted by participants as part of this Challenge will be used to administer the Challenge and will be treated in accordance with Sponsor's privacy policy, accessible at <http://nationwide.com/nw/privacy>.

**Winners' Names:** For the names of the winners, as well as the designated charity, visit [NFL.com/manoftheyear](https://www.nfl.com/manoftheyear) after 1/18/2022.

**Sponsor:** Nationwide Mutual Insurance Company, One Nationwide Plaza, Columbus, OH 43215.

Participants irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Challenge or the prizes awarded. The NFL Entities have not offered or sponsored this Challenge in any way.