



**OFFICIAL RULES FOR  
2024 NOVANT HEALTH & CHARLOTTE INDEPENDENCE  
10th ANNIVERSARY FAN APPRECIATION GIVEAWAY**

**NO PURCHASE NECESSARY TO ENTER OR WIN THIS DRAWING. THIS DRAWING IS VOID WHERE PROHIBITED BY LAW. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. PARTICIPATION IN THE DRAWING CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES.**

**1. Eligibility:**

The 2024 Novant Health Charlotte Independence 10th Anniversary Fan Appreciation Jersey Giveaway (hereafter, referred to as “Drawing”) is open to U.S. residents over the age of majority in their state or district of residence at the time of entry. All employees, officers, directors, franchisees, and agents and their immediate families or any members of their households, regardless of relationship, of Sponsor or any advertising agency or other company involved with the design, production, execution or distribution of this Drawing are not eligible to participate in the program or to win any prize. In addition, employees, officers and directors, including immediate family members (spouse, parent, child and sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related, of Charlotte Independence (“Team”) are not eligible to enter.

Any entry received from an ineligible participant will be deemed void. By submitting an entry or accepting a prize, participants accept and agree to be bound by these rules and the decisions of the Sponsor, which shall be final on all matters. Sponsor reserves the right to modify the rules of the Drawing in any way at any time, subject to state or federal law.

**2. Sponsor and Administrator:**

Novant Health (“Sponsor”) is the Sponsor of this Drawing. The Charlotte Independence, 1523 Elizabeth Avenue, Charlotte, North Carolina 28204 is the Administrator (“Administrator”). Trademarks and trade names used are for the purposes of prize description only and remain the property of their respective owners who do not endorse Sponsor products and who are not affiliated with the Drawing. The Charlotte Independence logo and the United Soccer League (“USL”) trademarks and copyrights are proprietary to the USL Entities. The Novant Health logo, trademarks, and copyrights are proprietary to Novant Health. All rights reserved.

### **3. Agreement to Official Rules:**

By participating in the Drawing, participants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Drawing.

### **4. Drawing Period:**

The Drawing begins at 12:01 AM (EST) June 4, 2024 and ends at 11:59 PM (EST) September 30, 2024 (the "Drawing Period"). Administrator's computer is the official time-keeping device for this Drawing.

All entries must be received during the Drawing Period. Sponsor is not responsible for lost, misdirected, late, unsent, incomplete, illegible or unintelligible entries or for inaccurate entry information, whether caused by participant or by any of the equipment or programming associated with or utilized in this entry, or by any technical or human error that may occur in the transmittal of any entry or the processing of any function on the participant's mobile device. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the entry; to be acting in violation of these rules; or to be acting with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed or similar entry methods will void all such entries submitted by such methods. In the event of a dispute as to entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to register at the actual time of the entry will be deemed to be the participant and must comply with these rules.

### **5. How To Enter:**

There is one way to enter the Drawing. All entries must be submitted on <https://www.charlotteindependence.com/jerseygiveaway/> to enter for a chance to win, each eligible Entrant must submit the entry per the following:

1. Free Online Entry: During the Drawing Period, visit <https://www.charlotteindependence.com/jerseygiveaway/>

2. Once directed to the website, complete and submit all required information. Limit one (1) entry per internet protocol (IP) address. Incomplete entries are void. Your participation in the Drawing is subject to the Sponsor's Privacy Policy, which can be viewed by visiting [Digital privacy policy | Novant Health](#) and Administrator's Privacy Policy, which can be viewed by visiting, <https://charlotteindependence.com/privacy-policy>.

Limit: One (1) entry per person. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses will disqualify the entrant. Use of devices, identities, registrations or logins, or any other methods to artificially increase the number of entries received will void that participant's entries and that participant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, Drawing entry services) will void all entries by that participant.

## 6. Prizes and Selection of Winner:

There will be one (1) prize awarded. **Total ARV of all prizes: \$500.00** The prizes consist of the following:

- One (1) Charlotte Independence 10th Anniversary Jersey - \$100.00
- 2025 BCBS NC Club Season Tickets - \$400.00

The prize is awarded and must be accepted "as is." The Sponsor and Administrator are not responsible for any payment or prize elements which are not specifically stated herein. All costs and expenses associated with prize acceptance and use which are not specifically included in the prize description above, including but not limited to transportation, lodging, meals, gratuities, insurance, and other expenses, are the sole responsibility of the winner and/or the winner's guests. The prize is non-transferable and non-assignable, with no cash redemptions except at sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Winner's guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian who is also a guest. Winner and his/her guest(s) agree to comply with all applicable venue regulations in connection with the prize. Sponsor reserves the right to remove or to deny entry to the winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any game/event/exhibition. Game/event/exhibition tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture and may invalidate the license granted by the game/event/exhibition ticket. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. Sponsor and Administrator are not responsible if winner does not use ticket on the day of the game/event. Participation in the prize event is subject to winner's (and guests') consent to and compliance with all health and safety policies of the venue and local authorities, including but not limited to the wearing of masks if and when directed and the requirement to be fully vaccinated against COVID-19 (i.e., having received a final vaccination dose at least 14 days prior to the event).

Winner will be selected following the last day of the Drawing Period. Charlotte Independence or designee will notify each winner individually by the phone or email message provided with the entry and each winner will receive instructions on how to claim the prize. The Winner must respond within twenty-four (24) hours of being notified or the prize may be forfeited, and another entrant chosen from among all remaining eligible entries. The winner must complete and submit the Winner Documents to Administrator, as requested. The winner must satisfactorily complete an affidavit of eligibility showing compliance with these rules, and the winner and any guests accompanying winner must also sign a liability and publicity release, except where prohibited by law, allowing Sponsor and USL entities and their designees to use participant's name, prize information, likeness, biographical information, city and state of residence for Drawing purposes in any media in perpetuity without further consideration. ("Winner Documents"). Failure to complete these forms may result in forfeiture of the prize. In the event

that the potential winner is disqualified for any reason, the Administrator or designee may select an alternate potential winner by random drawing from among all remaining eligible entries.

Winners are solely responsible for all applicable federal, state or provincial, and local taxes and any expenses associated with any prizes.

The Sponsor and Administrator reserve the right, in their sole discretion, to modify, terminate, or suspend this Drawing for any reason, including without limitation if viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's or Administrator's control corrupt or impair the administration, security or fairness of the program. The Sponsor and Administrator are not responsible for any human or technological error that may occur in the processing of the Drawing and entries nor are they responsible for any error, omission, interruption, deletion, defect, communications line failure, theft or destruction of, unauthorized access to, delay in operation, transmission, or distribution of, or alteration of, entries, whether caused by the sender, any of the equipment or programming associated with or utilized in this, or otherwise.

**Drawing & Notification** - The winners of prizes will be selected by random draw following the Drawing Period, as outlined below. The drawing will be held shortly after September 30, 2024 from all eligible entries received during the Drawing Period through September 30, 2024. The first person selected will be the potential winner of the Prize listed above.

The odds of winning any prize offered will depend on the total number of eligible entries received during the applicable month of the drawing period. Any entrant selected as a potential prize winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements.

## **7. Publicity Release:**

Except where prohibited by law, each [entrant's](#) or [winner's](#) entry in the Drawing and/or acceptance of a [prize](#) constitutes his or her irrevocable, sub-licensable, absolute right and permission for the Sponsor and Team to use, publish, post, or display such entrant or [winner's](#) name, photograph, likeness, statements, biographical information, voice, city and state, address, [prize](#) information, any quotes attributable to him or her, and/or any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the released parties sole discretion) for any purpose, including but not limited to advertising, trade, promotional, and publicity purposes on a worldwide basis, and in all forms of media now known or hereafter devised, in perpetuity, without further Authorization, opportunity to review, approval, notification, or compensation of any kind and each entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates the Released Parties to make use of any of the rights granted herein and each entrant or winner waives any right to inspect or approve any such use.

## **8. Release and Limitations of Liability:**

Except where prohibited, by participating in the Drawing, participants agree to release and hold harmless Sponsor, Administrator, the Team, USL Entities and their respective parents, subsidiaries, affiliates, franchisees, Drawing partners, prize partners, agents and agencies, and the officers, directors and employees of each of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Drawing or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Drawing; (b) technical errors related to cellular networks,

computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Drawing or the processing of registrations and game plays; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Drawing or receipt or use of any prize. Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Drawing and in no event shall the Released Parties be liable for attorney's fees. Participant waives the right to claim any damages whatsoever, including, but not limited to punitive, consequential, direct, or indirect damages. If for any reason a participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another Drawing entry, if it is possible. If the Drawing, or any part of it, is discontinued for any reason, Administrator, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. 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 the stated number of prizes as set forth herein to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

#### **9. Governing law; Venue:**

Except where prohibited, each participant and winner accepting a prize agrees that: (a) all issues and questions concerning these rules shall be governed by Minnesota law without giving effect to any principles of conflicts of law of any jurisdiction; (b) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this program or any prize awarded shall be (i) resolved individually, without resort to any form of class action; and (ii) filed only in the state courts situated in Minnesota, 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; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (d) 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.

#### **10. Data Collection:**

By entering the drawing, I give permission to be contacted by Novant Health for payment, satisfaction, promotional, or other healthcare operation purposes via any of the telephone numbers, email addresses or other contact information I have registered or otherwise provided. This includes contact through a pre-recorded message, automatic dialing system, artificial voice, email message or text message. Contact may also be made by businesses helping Novant Health provide treatment, collect money that you owe, promote its products or conduct its operations.