

**FNBO KICK FOR CASH
SWEEPSTAKES OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

1. ELIGIBILITY

Playfly Sports Properties, LLC (“PSP”) and First National Bank of Omaha (“Sponsor”) Kick for Cash Sweepstakes (the “Sweepstakes”) is offered and open only to legal residents of the state of Nebraska who are 18 years of age or older. Void where prohibited by law. Employees of PSP, the University of Nebraska-Lincoln, and Sponsor, and their respective subsidiaries, affiliates, parent companies, sales representatives, agents, advertising and promotion agencies or any other agencies or entities involved with this Sweepstakes and members of their respective families (parents, siblings, children, and spouse and their respective spouses) and/or those residing in the same household (whether related or not) of each of the above, current and former (within the last five (5) years) high school and college football players and coaches, and any current or former professional or semi-professional football players. In addition, due to National Collegiate Athletic Association (“NCAA”) rules, “prospects” as defined by the NCAA, will not be allowed to take part in the prize. NCAA rules define a “prospect” as any individual who has started classes for the ninth grade, including individuals that attend a two-year college, until the individual officially registers and enrolls in a minimum full-time program and attends any term of a four-year collegiate institution’s regular academic year are not eligible to enter or win. By participating in this Sweepstakes, participants agree to be bound by these Official Rules. PSP reserves the right to disqualify from this Sweepstakes any person it believes has intentionally violated these Rules.

2. PROMOTIONAL PERIOD

Promotional Period begins on August 20, 2024 at 12:01 a.m. Central Time (“CT”) and ends on November 17, 2024 at 11:59 p.m. CT (“Promotional Period”).

3. HOW TO ENTER

To enter the Sweepstakes, participants must visit huskers.com/fnbo-kick or fnbo.com/huskers and complete the entry page.

Once a participant has met the above criteria, you will automatically receive one (1) entry into the Sweepstakes. Limit one (1) entry per person regardless of method of entry. By entering, you acknowledge compliance with these Official Rules including all eligibility requirements. Entries generated by script, macro or other automated or mechanical means will be void. By participating in the Sweepstakes, entrants agree that PSP shall have the right to use all personal information provided to PSP in accordance with its Privacy Policy. By participating in the Sweepstakes and providing their email address and personal information, entrants hereby agree to PSP’s collection and use of their personal information and acknowledge that they have read and accepted PSP’s Privacy Policy.

You will also be given the option to receive marketing emails from the Sponsor. The Sponsor’s marketing emails are not related to entering the Sweepstakes, and whether or not you elect to

receive such marketing emails will have no effect on your ability to enter or your chances of winning a prize in this Sweepstakes. You can “opt-out” at any time from receiving marketing communications from the Sponsor by clicking on the “unsubscribe” link found in any such communication, then follow the instructions. Even if you do not opt-in to receive marketing emails from the Sponsor or if you do and later opt-out, Sponsor reserves the right to send you emails about the Sweepstakes. Using a browser or device not supported may prevent participation in the Sweepstakes. While all efforts are made to support current browsers and devices, new browsers and devices may not be supported if brought to market after the development of the Sweepstakes. Sponsor is not responsible for any browser or device supporting issues.

PSP is not responsible for lost, late, mutilated, misdirected entries or entries not received in time for the random drawing or for electronic, network or computer/scanner failures or malfunctions, or other technical errors of any kind.

4. RANDOM DRAWING/ODDS

Prior to every regular season home football game, PSP will select the Sweepstakes winner at random and will do its due diligence to ensure winner is eligible in accordance with the Sweepstakes Official Rules. PSP will communicate the winner to Sponsor on or around the Monday immediately preceding each regular season home football game. The odds of winning depend upon the total number of eligible entries received. The odds of successfully completing the field goal are dependent upon the skill of each selected entrant.

5. PRIZE

Seven (7) prizes (one (1) prize for each regular season home football game) will be awarded. Each prize will consist of the following for winner and one (1) guest: two (2) tickets, two (2) pregame hospitality passes, and two (2) pregame on-field access passes to the Nebraska Cornhuskers football game at Memorial Stadium in Lincoln, NE scheduled for the upcoming Saturday after the winner has been selected. In addition, the winner will also have a chance to kick a 30-yard field goal (ball will be placed on 20 yard line) to win \$5,000 (the “field goal prize”), which will be issued in the form of a check to the winner. Field goal requirements: (a) each participant must attempt the field goal kick on their own behalf (no one may attempt to kick the field goal on behalf of another participant); (b) athletic shoes and rubber cleats are permitted (boots, sandals, and shoes with metal spikes are not permitted); (c) each participant is required to use footballs and kickoff holder tees provided by Sponsor; (d) winners may not attempt any practice or warm-up kicks in any matter from any distance; (e) field goal attempt must be initiated from Sponsor’s designated hash mark on the field; (f) the football must go through the goal post on the fly, without bouncing or coming into contact with the ground or any item, person, or surface that would alter or enhance the flight path of the football (except the inside of the goal posts); (g) no aid of any kind may be given to any participant in this Sweepstakes; and (h) nothing may be done to the football, goal posts, participant’s footwear, or playing surface that would alter or enhance the participant’s chances of successfully completing the kick. If winner does not make the field goal, winner will receive a consolation prize of a \$100 Visa gift card and a Herbie Husker Tumbler. Total Approximate Retail Value (“ARV”) of each prize is between \$310 and \$5,170 (depending on whether the winner makes the field goal), with a total ARV for all prizes of between \$2,170 and \$36,190. All prize details,

including exact seat locations, to be determined in the sole discretion of Sponsor. Tickets are subject to standard rain-check policies and procedures. The terms and conditions of the tickets awarded as part of any prize will govern in the event the game is not played or held due to weather conditions, an act of God, terrorism, civil disturbance, work stoppage, local, state or federal regulation, order or policy, epidemic, pandemic and other issue concerning health or safety, state of emergency or any other reason. Each winner and his/her guests agree to comply with all applicable venue rules, regulations and health or safety policies in connection with the prize. Winner agrees that tickets are awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner. Winner agrees that he/she shall not sell, resell, auction, barter, assign, exchange, place in commerce, transfer, give away, donate, or otherwise convey any ticket that is received as a prize. A violation of these restrictions shall revoke winner's license, and the tickets will not be honored. All costs and expenses associated with the prize acceptance and use not specified herein as being provided, including, but not limited to, lodging, transportation costs, meals, beverages, gratuities and other expenses incurred by accepting the prize are the sole responsibility of the winner. Some restrictions on the use of the Visa gift card may apply, and winner should carefully review the terms and conditions of use written on or provided with the Visa gift card. Winner is responsible for the payment of all federal, state, and local taxes on the prize. No substitution, cash equivalent, or transfer of prizes permitted except at the sole discretion of Sponsor, who reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion.

Prize may not be used for advertising, promotions (including contests or sweepstakes) or other trade purposes without the prior written consent of the PSP. Prize cannot be substituted, assigned, transferred or redeemed for cash, but PSP, in its sole discretion may substitute a prize of equal or greater value if prize becomes unavailable for any reason. If winner cannot accept prize as stated, the prize will be forfeited in its entirety and an alternate winner will be selected. Refusal to accept the prize releases PSP, and each of its directors, officers, employees, and members of all responsibility and obligations towards the winner of such prize. All Federal, State and local taxes are the sole responsibility of winner.

Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, any implied warranties of merchantability, noninfringement or fitness for a particular purpose. Potential winners are subject to verification prior to the awarding of the prizes, as are the eligibility, age and other claims of/information provided by a potential winner.

6. TERMS AND CONDITIONS

Potential winners will be notified on or around the Wednesday immediately preceding each regular season home football game and will be required to sign and return an Affidavit of Eligibility and a Liability and Publicity Release (where permissible) and W-9 prior to the 30-yard field goal kick attempt. If prize/prize notification is returned as undeliverable, such prize will be forfeited and an alternate winner will be selected. In the event of non-compliance with any of these requirements, prize may be forfeited and awarded to an alternate winner. Upon verification of eligibility, prize winner will be notified by e-mail, mail and/or phone regarding the details of the prize. By accepting the prize, the winner agrees to accept the prize in the

manner set forth by the PSP. The winner is responsible for all applicable federal, state, and local taxes on prize. The prize winner will be issued a Form W-9 and filed by Sponsor prior to the 30-yard field goal kick attempt, for income verification and tax purposes, for the retail value of the prize. The winner is advised to seek independent counsel regarding the tax implications of their respective prize winnings. By participating, entrants agree to be bound by these Official Rules. PSP reserves the right to modify this Sweepstakes in any way it deems necessary or appropriate. Except where prohibited, by accepting prize, the winner grants PSP and Sponsor the right to use and publish his/her photograph, likeness, name, city and state of residence and/or likeness for advertising and promotional purposes in any media in connection with the sweepstakes without limitation and without additional compensation. **By accepting prize, winner releases and holds harmless the University of Nebraska-Lincoln, PSP, Sponsor, and their subsidiaries, affiliates, dealers, and the directors, officers, employees, or agents ("Releasees") from any and all liability and Releasees will be held harmless by winner and his/her heirs and executors for any injury including personal injury, death, loss, or damages of any kind, arising from the negligence of Releasees or participation in or in connection with acceptance, possession, use, misuse, and/or nonuse of any prize or participation and/or traveling to any prize-related activities, or any claims based on right of publicity/right of privacy. The Releasees do not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. By accepting prize, winner understands and assumes the risks of attendance at public events. The Releasees accept no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.**

7. INTERNET

If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, PSP reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Should this Sweepstakes be terminated, PSP reserves the right to select the winner from among all eligible, non-suspect entries received as of the action requiring such termination. Releasees assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Releasees are not responsible for lost, late, garbled, misdirected, or postage due entries or mail, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by PSP on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes.

8. LIMITATION OF LIABILITY

PSP, its affiliates, partners and promotion, and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. PSP and its agencies are not responsible for lost, late, stolen, illegible, incomplete, misdirected, damaged or destroyed entries or for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone or computer hardware or software or telephone transmissions or technical failures, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical or electronic, including, without limitation, the incorrect or inaccurate capture of entry information online. Once submitted, entries become the exclusive property of PSP and will not be returned. Entry material/data that has been tampered with or altered is void. If for any reason, (including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of PSP, the administration, security, fairness, integrity, or proper conduct of the Sweepstakes is corrupted or affected such that this Sweepstakes is not capable of being conducted as described in these Rules, PSP shall have the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes or to select a winner for any remaining prizes by randomly drawing from among all valid entries received, up to such time of cancellation, termination, or suspension, and/or solely from the mailed entries. ANY ATTEMPT BY ANY PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, PSP RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEB SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. WINNER LIST REQUEST

For a copy of the winner list, send a self-addressed, stamped #10 envelope within 30 days from the conclusion of the Sweepstakes to: Nebraska Athletics, 625 Stadium Drive, Lincoln, NE 68588-0154 Attn: Evan Townsend.

10. DATA COLLECTION

PSP may collect personal information from you when you enter the Sweepstakes. See PSP's privacy policy at <https://playfly.com/privacy-policy/> for information about how personal information may be used.

11. DISPUTE RESOLUTION

Participants agree that this Sweepstakes is governed solely by the laws of the United States and any claims arising out of this Sweepstakes may be brought only in a federal or state court located in the counties of Nebraska. If any provisions of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

The Administrator of the Sweepstakes is Playfly Sports Properties, LLC, 22 Cassatt Avenue, Berwyn, PA 19312. The Sponsor of the Sweepstakes is First National Bank of Omaha, 1620 Dodge Street, Omaha, NE 68197. PSP trademarks and copyrights are proprietary to PSP. First National Bank of Omaha trademarks and copyrights are proprietary to First National Bank of Omaha. All rights reserved.