

## **SWEEPSTAKES OFFICIAL RULES**

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

### **1. ELIGIBILITY**

Playfly Sports Properties, LLC (“PSP”) and Nebraska State Treasurer’s Office NEST 529 Education Savings (“Sponsor”) 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, University of Nebraska and Sponsor and its 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 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 Official Rules.

### **2. PROMOTIONAL PERIOD**

Promotional Period begins on Monday, December 8, 2025, at 12:01 a.m. Central Time (“CST”) and ends on Thursday, February 12, 2026, at 11:59 p.m. CST (“Promotional Period”).

### **3. HOW TO ENTER**

To enter the Sweepstakes, participants must either: (a) visit <https://huskers.com/babyraces> and enter your name, phone number, email, and zip code, and complete the Sweepstakes’ questionnaire; or (b) fill out your name, address, city, state, zip code, email address, on a 3”x5” paper, which must then be mailed to 625 Stadium Dr. Ste. F Lincoln, NE 68588 Attn: Evan Townsend, to be postmarked by Saturday, February 10, 2026 and received by Thursday, February 12, 2026.

Once a participant has met either of 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 and other communications from PSP, the University of Nebraska, the University of Nebraska Athletics, their respective partners and the Sponsor. The marketing emails and other communications are not related to entering the Sweepstakes, and whether or not you elect to receive such marketing emails and other communications 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 emails and other communications from PSP, the University of Nebraska, the University of Nebraska Athletics, their respective partners and 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 or other communication or if you do and later opt-out, PSP and Sponsor reserve 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**

Six (6) winners will be selected in a random drawing from all eligible entries received prior to each Baby Race Contest (twelve (12) winners in total). Baby Race Contests will be held on Sunday, January 4, 2026, during the Nebraska Women’s Basketball game and on Saturday, February 21, 2026, during the Nebraska Men’s Basketball game. Odds of winning depend on the total number of eligible entries received. All methods of entry have the same chance of winning. Winners will be notified by email, telephone, or overnight carrier within approximately one (1) day of the drawing and will have 24 hours to confirm participation before a new winner is selected in their place.

#### **5. PRIZE**

Twelve (12) winners (six (6) winners for each designated game) will be randomly selected and awarded: three (3) tickets to the respective Nebraska Men’s or Women’s Basketball home game and the ability to enter their participating baby in the game’s Baby Race Contest (“Prize”). Approximate retail value (“ARV”) is from fifty-four dollars (\$54).

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 about one (1) day following each drawing and may be required to sign and return an Affidavit of Eligibility and a Liability and Publicity Release (where permissible) within 7 days of notification. 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 1099, 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, University of Nebraska, 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 University of Nebraska and PSP, and its 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 Official 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: 625 Stadium Dr. Ste. F Lincoln, NE 68588 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 New York County, New York. If any provisions of these Official 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 the Nebraska State Treasurer's Office NEST 529 Education Savings. PSP trademarks and copyrights are proprietary to PSP. Sponsor trademarks and copyrights are proprietary to Sponsor. All rights reserved.

## **Nebraska State Treasurer's Office NEST 529 Education Savings Women's BBall Baby Race**

### **Contest Official Rules**

#### **No Purchase Necessary to Enter to Win. A purchase will not increase your chances of winning.**

Nebraska State Treasurer's Office NEST 529 Education Savings ("Sponsor") is sponsoring a contest for six adults, who are winners of the Huskers Baby Race Sweepstakes ("Sweepstakes"), accompanied by a baby 6-12 months of age to participate in the Nebraska State Treasurer's Office NEST 529 Education Savings Baby Race Contest ("Contest") at the Nebraska women's basketball game (the "Women's Game") on January 4th, 2026. The Contest is administered by Playfly Sports Properties, LLC ("PSP").

#### **Contest Terms & Conditions**

By entering and participating in the Contest, each entrant fully and unconditionally agrees to and accepts the following Contest Official Rules which are final and binding in all matters related to the Contest.

#### **Eligibility:**

1. Participating babies must be 6-12 months old. Babies over the age of one year old at the time of the Contest are not eligible to participate in the Contest.
2. Participating babies must be able to crawl to participate. Babies who can walk are not eligible to participate in the Contest. Sweepstakes' winner must accompany the baby to participate in the Contest.
3. Employees of Sponsor, University of Nebraska, PSP as well as their agents, successors and assignees, and individuals engaged in the development, production or distribution of Contest materials, their advertising and promotion agencies and any and all other persons associated with the Contest and each of their immediate family members (spouse; parents, siblings, children, grandchildren and their spouses; and in-laws) and members of the same household (whether or not related) are not eligible to participate in the Contest.

#### **Contest Period:**

The Contest will take place on January 4, 2026 at the Nebraska Women's Basketball Game.

#### **Contest Prize:**

Contest Prize: One (1) Contest winner will receive one (1) contribution of five-hundred and twenty-nine dollars (\$529) towards a NEST 529 Education Savings account ("Prize"). Approximate retail value ("ARV") is five hundred and twenty-nine dollars (\$529).

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. The parent or legal guardian of the winning baby will be considered the "Contest Winner." If the Contest 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 Contest Winner of such prize. All Federal, State and local taxes are the sole responsibility of Contest 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.

**Contest Rules:**

Contest participants must comply with all Contest Official Rules as stated by Contest officials, including, but not limited to:

- a. At least one individual must escort and accompany the participating baby to the basketball game and will be permitted on the court at half time;
  - b. The individual(s) escorting the participating baby may use objects (toys, keys, etc.) to encourage the baby along the Contest course,
  - c. Contest course will extend from the free throw line towards half court, approximately 28 feet, and participating babies must crawl from free throw line to the marked finish line,
  - d. The first participating baby to successfully crawl the approximately 28 feet and cross the marked finish line will be deemed the winning baby. However, if a participating baby walks during the Contest, then the baby will be disqualified. The parent or legal guardian of the winning baby will be considered the "Contest Winner."
  - e. If, at any point, a participating baby becomes uncomfortable with the situation (crying, refusal to move, etc.), then the escorting individual(s) may remove the baby from the race. If removed, the participating baby and its parent or legal guardian will become ineligible to win the Contest.
4. If no participating baby crosses the finish line in the three (3) minutes allotted, the participating baby that has crawled the furthest distance from the base line will win the Prize.
5. Contest Winner agrees to complete, execute, and provide necessary documents as required by Sponsor. If applicable, the relevant documents must be received by Sponsor within 90 days from date of written Prize notification or Prize will be forfeited.
6. Contest Winner will be the owner of the Prize and will be solely responsible for any applicable local, state and federal taxes on the Prize. Contest Winner understands that Sponsor may not be required to report the Prize amount to the Contest Winner via a 1099-MISC and it is the Contest Winner's responsibility to consult a tax adviser concerning the tax implications of accepting this Prize.
7. No portion of the Prize may be redeemed for cash and no exchanges, assignment, transfer, or substitutions are permitted.
8. If, in PSP's sole discretion, the Contest Winner or participating baby is found to be ineligible to participate in the Contest or is not in compliance with these Contest Official Rules, then Contest Winner and participating baby will be disqualified and will not be eligible to be awarded the Prize. An alternate Contest participant may be selected as a winner by PSP in its sole discretion. If, in Sponsor's sole discretion, the winner is unable to be contacted or is found ineligible to receive the Prize, the winner will be disqualified and will not be awarded the Prize. In such event, an alternate winner may be selected by PSP in its sole discretion. Interpretation of and determinations on the correct application of these Contest Official Rules shall be made by PSP in its sole discretion and its decisions regarding these matters shall be final. In no event will Sponsor or PSP be responsible or liable for any damages or losses of any kind should Contest participant be found ineligible.
9. By participating in the Contest, the Contest participant and parent or legal guardian of participating baby agrees to release, indemnify, and hold harmless the University of Nebraska, Sponsor, PSP, and its subsidiaries, affiliates, dealers, and the directors, officers, employees, or agents ("Releasees") from any and all liability and Releasees will be held harmless by Contest participant and parent or legal guardian of participating baby and their 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, Contest 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.

10. PSP reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest cannot be conducted. In the event an insufficient number of eligible entries are received and/or PSP is prevented from awarding the Prize or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS, etc), order of any court or jurisdiction, or other cause not reasonably within PSP's control, each a "Force Majeure" event or occurrence), then PSP shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated Contest date, PSP will (if possible) select the winner in a random drawing from all eligible Sweepstakes Winners. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of the Prize described in these Contest Official Rules will be awarded. PSP has no obligation to find alternative Prize winners if any of the prizes mentioned herein go unclaimed or, for any reason, are not awarded. These Contest Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of PSP. The invalidity or unenforceability of any provision of these Contest Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor and PSP make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any Prize furnished in connection with the Contest. Except where prohibited, by accepting Prize, the Contest Winner grants PSP, The University of Nebraska, 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 Contest without limitation and without additional compensation.

11. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PSP WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

12. This Contest and these Contest Official Rules will be governed by, and construed in accordance with, the laws of the state of New York without regard to any choice of law or conflict of law rules. Each participant of the Contest agrees that venue for any litigation arising out of or related to this Contest or these Contest Official Rules shall be in a federal or state court located in New York County, New York and hereby consents to jurisdiction of same. This Contest is subject to all applicable federal, state and local laws. Void where prohibited.

The administrator of the Contest is Playfly Sports Properties, LLC, 22 Cassatt Avenue, Berwyn, PA 19312. The Sponsor of the Contest is Nebraska State Treasurer's Office NEST 529 Education



Savings. Sponsor's trademarks and copyrights are proprietary to Sponsor. PSP trademarks and copyrights are proprietary to PSP. All rights reserved.

## **Nebraska State Treasurer's Office NEST 529 Education Savings Men's BBall Baby Race**

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#### **Contest Terms & Conditions**

By entering and participating in the Contest, each entrant fully and unconditionally agrees to and accepts the following Contest Official Rules which are final and binding in all matters related to the Contest.

#### **Eligibility:**

1. Participating babies must be 6-12 months old. Babies over the age of one year old at the time of the Contest are not eligible to participate in the Contest.
2. Participating babies must be able to crawl to participate. Babies who can walk are not eligible to participate in the Contest. Sweepstakes' winner must accompany the baby to participate in the Contest.
3. Employees of Sponsor, University of Nebraska, PSP as well as their agents, successors and assignees, and individuals engaged in the development, production or distribution of Contest materials, their advertising and promotion agencies and any and all other persons associated with the Contest and each of their immediate family members (spouse; parents, siblings, children, grandchildren and their spouses; and in-laws) and members of the same household (whether or not related) are not eligible to participate in the Contest.

#### **Contest Period:**

The Contest will take place on February 21, 2026 at the Nebraska Men's Basketball Game.

#### **Contest Prize:**

Contest Prize: One (1) Contest winner will receive one (1) contribution of five-hundred and twenty-nine dollars (\$529) towards a NEST 529 Education Savings account ("Prize"). Approximate retail value ("ARV") is five hundred and twenty-nine dollars (\$529).

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. The parent or legal guardian of the winning baby will be considered the "Contest Winner." If the Contest 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 Contest Winner of such prize. All Federal, State and local taxes are the sole responsibility of Contest 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.

**Contest Rules:**

Contest participants must comply with all Contest Official Rules as stated by Contest officials, including, but not limited to:

- a. At least one individual must escort and accompany the participating baby to the basketball game and will be permitted on the court at half time;
  - b. The individual(s) escorting the participating baby may use objects (toys, keys, etc.) to encourage the baby along the Contest course,
  - c. Contest course will extend from the free throw line towards half court, approximately 28 feet, and participating babies must crawl from free throw line to the marked finish line,
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  - e. If, at any point, a participating baby becomes uncomfortable with the situation (crying, refusal to move, etc.), then the escorting individual(s) may remove the baby from the race. If removed, the participating baby and its parent or legal guardian will become ineligible to win the Contest.
4. If no participating baby crosses the finish line in the three (3) minutes allotted, the participating baby that has crawled the furthest distance from the base line will win the Prize.
5. Contest Winner agrees to complete, execute, and provide necessary documents as required by Sponsor. If applicable, the relevant documents must be received by Sponsor within 90 days from date of written Prize notification or Prize will be forfeited.
6. Contest Winner will be the owner of the Prize and will be solely responsible for any applicable local, state and federal taxes on the Prize. Contest Winner understands that Sponsor may not be required to report the Prize amount to the Contest Winner via a 1099-MISC and it is the Contest Winner's responsibility to consult a tax adviser concerning the tax implications of accepting this Prize.
7. No portion of the Prize may be redeemed for cash and no exchanges, assignment, transfer, or substitutions are permitted.
8. If, in PSP's sole discretion, the Contest Winner or participating baby is found to be ineligible to participate in the Contest or is not in compliance with these Contest Official Rules, then Contest Winner and participating baby will be disqualified and will not be eligible to be awarded the Prize. An alternate Contest participant may be selected as a winner by PSP in its sole discretion. If, in Sponsor's sole discretion, the winner is unable to be contacted or is found ineligible to receive the Prize, the winner will be disqualified and will not be awarded the Prize. In such event, an alternate winner may be selected by PSP in its sole discretion. Interpretation of and determinations on the correct application of these Contest Official Rules shall be made by PSP in its sole discretion and its decisions regarding these matters shall be final. In no event will Sponsor or PSP be responsible or liable for any damages or losses of any kind should Contest participant be found ineligible.
9. By participating in the Contest, the Contest participant and parent or legal guardian of participating baby agrees to release, indemnify, and hold harmless the University of Nebraska, Sponsor, PSP, and its subsidiaries, affiliates, dealers, and the directors, officers, employees, or agents ("Releasees") from any and all liability and Releasees will be held harmless by Contest participant and parent or legal guardian of participating baby and their 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, Contest 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.

10. PSP reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest cannot be conducted. In the event an insufficient number of eligible entries are received and/or PSP is prevented from awarding the Prize or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS, etc), order of any court or jurisdiction, or other cause not reasonably within PSP's control, each a "Force Majeure" event or occurrence), then PSP shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated Contest date, PSP will (if possible) select the winner in a random drawing from all eligible Sweepstakes Winners. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of the Prize described in these Contest Official Rules will be awarded. PSP has no obligation to find alternative Prize winners if any of the prizes mentioned herein go unclaimed or, for any reason, are not awarded. These Contest Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of PSP. The invalidity or unenforceability of any provision of these Contest Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor and PSP make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any Prize furnished in connection with the Contest. Except where prohibited, by accepting Prize, the Contest Winner grants PSP, The University of Nebraska, 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 Contest without limitation and without additional compensation.

11. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PSP WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

12. This Contest and these Contest Official Rules will be governed by, and construed in accordance with, the laws of the state of New York without regard to any choice of law or conflict of law rules. Each participant of the Contest agrees that venue for any litigation arising out of or related to this Contest or these Contest Official Rules shall be in a federal or state court located in New York County, New York and hereby consents to jurisdiction of same. This Contest is subject to all applicable federal, state and local laws. Void where prohibited.

The administrator of the Contest is Playfly Sports Properties, LLC, 22 Cassatt Avenue, Berwyn, PA 19312. The Sponsor of the Contest is Nebraska State Treasurer's Office NEST 529 Education

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