

The State Farm® Stadium Promotion (“Promotion”) will run from: (a) the time that Khaby Lame makes a pinned State Farm-related post on TikTok on February 5, 2023 (that asks potential entrants to post a comment, which may (but is not required to) include a guess of the number of times that “State Farm Stadium” could be mentioned during the broadcast of the 2023 big game beginning at 6:30 p.m. (ET) on February 12, 2023 and ending once a winner of the 2023 big game is declared), until (b) 6:30 p.m. (ET) on February 12, 2023. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. Void where prohibited or restricted by law. Open to legal residents of the United States who are of majority age in their state of residence as of the start of the Promotion. This is a promotion by Infinity Marketing Team, LLC. TikTok does not sponsor or endorse this promotion and is not responsible for it. For complete official rules visit: <http://statefarmactivations.com/bgrules>.

**STATE FARM® STADIUM PROMOTION
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING THE PRIZE. THIS PROMOTION IS ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES. DO NOT PARTICIPATE IF YOU DO NOT RESIDE IN THE UNITED STATES OR THE DISTRICT OF COLUMBIA AT THE TIME OF ENTRY AND ARE NOT OF MAJORITY AGE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

ARBITRATION NOTICE: TO THE EXTENT PERMITTED BY LAW AND EXCLUDING ANY ENTRANTS RESIDING OR WORKING WITHIN THE STATES OF CALIFORNIA, NEW JERSEY OR NEW YORK, YOU AGREE THAT BY ENTERING THE PROMOTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY (AS DEFINED HEREIN) WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A JURY TRIAL, CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. SEE DISPUTES/ARBITRATION PROVISION CONTAINED HEREIN.

1. GENERAL: The State Farm® Stadium Promotion (the “Promotion”) is administered and sponsored by Infinity Marketing Team, LLC (“Sponsor”). The Promotion is subject to these Official Rules and to all applicable federal, state, and local laws. Prize Provider: State Farm Mutual Automobile Insurance Company (“State Farm”), One State Farm Plaza, Bloomington, Illinois 61710.

2. PROMOTION PERIOD: The Promotion will run from: (a) the time that Khaby Lame makes a pinned State Farm-related post on TikTok on February 5, 2023 (that asks potential entrants to post a comment, which may (but is not required to) include a guess of the number of times that “State Farm Stadium” could be mentioned during the broadcast of the 2023 big game beginning at 6:30 p.m. (ET) on February 12, 2023 and ending once a winner of the 2023 big game is declared), until (b) 6:30 p.m. (ET) on February 12, 2023 (the “Promotion Period”). Eligible entrants (“entrant”, “you” or “your”) will be able to register for the Promotion at any time during the foregoing Promotion Period as set forth in Section 4 of these Official Rules. Sponsor's computer is the official time-keeping device for the Promotion.

3. ELIGIBILITY: The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia, and who, as of the start of the Promotion Period, are the age of majority or older in their state of residence (19+ in AL, DE and NE, 21+ in MS, and 18+ in all other states). Do not enter if you are not located in the United States or District of Columbia and are not the age of majority at the time of entry. Officers, directors, employees, agents and representatives of Sponsor, State Farm and each of their respective parent, subsidiaries, affiliated and related companies or agencies, and/or any person or

company working directly on the Promotion (collectively, the “Promotion Entities”), together with the immediate family members and/or those living in the same household of such persons (collectively, “Household Members”), are not eligible to participate in the Promotion or win the Prize. For purposes of the Promotion, “Household Members” shall mean those people who share the same residence at least three months a year, whether or not related; “Immediate Family Members” shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law, or where registration or filing requirements of any state or local jurisdiction have not been complied with. You are solely responsible for all costs or expenses associated with participation in the Promotion. Participation in the Promotion constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning the Prize is contingent upon entrant fulfilling all requirements set forth herein.

4. HOW TO ENTER: During the Promotion Period, an eligible entrant must:

(a) Sign into entrant’s TikTok account (entrant may create a TikTok account for free if entrant does not already have an account);

(b) Either follow Jake from State Farm’s official TikTok page or list your email address in entrant’s non-private TikTok profile;

(c) Search for and/or go to Khaby Lame’s official TikTok page; and

(d) Post a comment on Khaby Lame's pinned State Farm-related post on TikTok that asks potential entrants to post a comment (such posted comment shall constitute an “Entry”). An Entry may include (but to be eligible to win is not required to include) a guess of the number of times that “State Farm Stadium” could be mentioned during the broadcast of the 2023 big game beginning at 6:30 p.m. (ET) on February 12, 2023 and ending once a winner of the 2023 big game is declared, and if an Entry does include a guess, the Entry does not need to correctly guess the number of times that “State Farm Stadium” is mentioned during such period to be eligible to win.

By submitting an Entry, each entrant agrees that such Entry complies with these Official Rules. There is no limit on the number of Entries per person during the Promotion Period. Entrants are prohibited from using more than one (1) email address, account, or multiple identities. If it is found or suspected that an entrant is using more than one email address, account, or multiple identities to participate in the Promotion, then that entrant, in Sponsor’s and State Farm’s discretion, may be disqualified and not be eligible to win the Prize. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. Submissions generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Submissions that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor’s sole and absolute discretion. Submissions submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

By entering the Promotion, entrant hereby agrees to be bound by these Official Rules. Use of TikTok will be subject to TikTok’s [Privacy Policy](#), [Terms of Service](#), and [Community Guidelines](#). Entries will be

deemed made by the authorized account holder of the TikTok account the Entry is submitted from at the time of entry. The “authorized account holder” is the person who is assigned to the TikTok by the online service provider. An entrant must have a non-private TikTok account to enter the Promotion and for potential winner Notification purposes to be eligible to win/claim the Prize. **This Promotion is in no way sponsored, endorsed or administered by, or associated with TikTok.**

By entering, each entrant warrants and represents the following with respect to entrant’s Entry: (a) the Entry will not infringe on any rights of any third parties (b) that entrant has not and will not take any action that interferes with the rights granted to Sponsor under these Official Rules; and (c) that entrant will not use the Entry for any other reason without the express written consent of the Sponsor.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THE PROMOTION ON ENTRANTS MOBILE DEVICE. CERTAIN MOBILE TELEPHONE/WIRELESS PROVIDERS MAY NOT CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THE PROMOTION. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER’S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN THE PRIZE IN THE PROMOTION.

To enter and participate in the Promotion without using TikTok, send an email to statefarmstadiumpromotion@infinitymarketing.com with the subject line “Entry” and include in the body of the email a comment which may (but is not required to) include a guess of the number of times that “State Farm Stadium” could be mentioned during the broadcast of the 2023 big game beginning at 6:30 p.m. (ET) on February 12, 2023 and ending once a winner of the 2023 big game is declared. Emailed Entries must be sent and received by 6:30 p.m. (ET) on February 12, 2023. There is no limit on the number of emailed Entries per person, but each Entry must only contain one guess. The Promotion Entities are not liable for any lost, late, misdirected, incomplete, illegible, or undelivered Emailed Entries, regardless of cause or the person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system, or server or technical problem. Any form of Entry other than those provided in this Section 4 is void.

5. PRIZE DRAWING: Sponsor will randomly select the potential winner from all Entries. The potential winner will be individually notified via TikTok or email (each, a “Notification”). The potential winner must then respond to the Notification within twenty-four (24) hours or entrant may be disqualified at Sponsor’s sole discretion. The potential winner will be required to sign and execute an Affidavit of Eligibility, a Liability Release, (where imposing such condition is legal) a Publicity Release, and any other agreement required (collectively, “Prize Claim Documents”) within five (5) days of receipt of such Prize Claim Documents. If the potential winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of Prize Notification, the potential winner may be disqualified and an alternate winner may be selected. The potential winner may also be subject to a background check before the Prize is awarded. Sponsor reserves the right to disqualify the potential winner based on the results of such background check if Sponsor determines (in its sole discretion) that awarding the Prize to any such individual might reflect negatively on the Sponsor or Khaby Lame, or impose any potential risk to Sponsor or Khaby Lame. If the potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize or, if Sponsor or its authorized designee is unable to contact the potential winner, the Prize may be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to another randomly selected entrant. Upon verification of eligibility and compliance with these Official Rules, the winner will be contacted by Sponsor or State Farm to arrange travel and fulfillment.

Sponsor will attempt to notify the potential winner as set forth above, but Promotion Entities are not responsible for any undelivered TikTok, email or other messages that are not received because of the winner's privacy or spam filter settings which may divert any such message, including any winner Notification, to a spam or junk folder. The potential winner may be required to furnish proof of identification. Prize will only be awarded by Sponsor upon potential winner's verification of eligibility and final approval by Sponsor, in Sponsor's sole discretion. Promotion Entities shall not be held responsible for any delays in awarding the Prize for any reason. Prize is not transferable and includes only the items specifically listed as part of the Prize. Any portion of the Prize not accepted by winner will be forfeited.

Sponsor's decisions as to the administration and operation of the Promotion and the selection of the potential winner are final and binding in all matters related to the Promotion and Sponsor may amend the Promotion and its rules at any time.

6. PRIZE: ONE (1) GRAND PRIZE: The prize is a trip for winner to Los Angeles, California for the opportunity to appear in a TikTok video post with Khaby Lame ("Prize"). Trip includes round-trip economy class air transportation from a major commercial airport near winner's residence to Los Angeles, California for winner plus one (1) guest, two (2) nights 4-star hotel accommodations (single room), the opportunity to appear in a TikTok video post with Khaby Lame (details of such video shall be determined by Sponsor and Khaby Lame in their respective sole discretion), and ground transportation to/from airport, hotel, and shoot location. Trip must be taken on dates specified by Sponsor during a period between March and September of 2023 (exact dates determined by Sponsor in its sole discretion). The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the approximate retail value ("ARV") and the actual value of the Prize will not be awarded. If winner resides within a 100-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in Prize value. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner is responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this Prize. Travel must be booked at least seven (7) days in advance. Winner hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of the Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the Prize, minus any unavailable event, element or detail. There will be one (1) Prize in the Promotion. The ARV of the Prize is \$3,750.

Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the Prize for one of equal or greater value if the designated Prize should become unavailable for any reason.

7. ODDS OF WINNING: ODDS OF WINNING THE PROMOTION PRIZE DEPENDS ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE PROMOTION PERIOD.

8. TAXES: Winners will be issued an IRS Form-1099 in the amount of the actual value of the Prize and must submit their Social Security Number as required by law. Winners are solely responsible for any and all federal, state, municipal and local taxes, fees, and other government assessments associated with receipt and use of the Prize or participation in this Promotion. Federal and state withholding laws are subject to change without notice.

9. GENERAL:

- a. Sponsor reserves the right in its discretion to disqualify any entrant who: (i) tampers or attempts to tamper with the operation of the Promotion, including the Entry process; (ii) violates the Official Rules; or (iii) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. In the event an entrant attempts to deliberately damage any social media post or any associated website or platform in connection with the Promotion, undermine the operation of the Promotion, or otherwise violate any applicable laws in connection with such entrant's Entry or participation in the Promotion, Sponsor reserves the right to pursue all legal remedies available to it against such entrant.
- b. Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by entrants or other users or persons, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission (including availability or accessibility of the internet), incompatibility, communications failure, theft, loss or destruction of entries, nor for the failure to capture an Entry or other information. Promotion Entities are not responsible for injury or damage to entrants' or to any other person's phone, tablet, computer or other device related to or resulting from downloading materials from or use of any social media platform in connection with the Promotion or otherwise as a result of your participation in the Promotion. If, for any reason, the Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, force majeure, technical or other failures or errors, or any other causes similar or dissimilar which Sponsor deems, in its opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any element thereof, Promotion Entities reserve the right at their discretion to cancel, terminate, modify or suspend the Promotion or any element thereof and select winners from non-suspect, eligible entries received prior to the action or as otherwise may be deemed fair and equitable by the Promotion Entities. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any communications, announcements, advertising or promotional materials relating to this Promotion, these Official Rules shall govern. Promotion Entities shall have no responsibility or obligation to a potential winner who is ineligible for the Prize, or is unable to or who does not accept the Prize, for any reason.
- c. The Prize is awarded "as is" without any express or implied warranty or guarantee from Promotion Entities, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Only the Prize as described herein is available to be awarded, and in no event will the Promotion Entities be responsible for awarding more prizes or a different prize than stated herein. The Prize cannot be assigned, transferred, or substituted, except by Sponsor who may, at its discretion, substitute a prize or any part thereof with a prize of equal or greater value. The Prize is not redeemable for cash.

10. PRIVACY: The account created and used to participate in the Promotion is created through TikTok, and any information submitted by you and collected by TikTok in connection with the Promotion will be subject to TikTok's [Privacy Policy](#), [Terms of Service](#), and [Community Guidelines](#). In addition, information submitted to Sponsor in connection with the Promotion will be treated in accordance with these Official Rules and Sponsor's [Privacy Policy](#), which may be amended from time to time. State Farm does not control TikTok's collection and/or use of your information.

11. INDEMNIFICATION AND RELEASE OF LIABILITY: BY PARTICIPATING, YOU AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS TIKTOK, THE PROMOTION ENTITIES AND THEIR RESPECTIVE PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS, LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF ANY USE OF YOUR ENTRY INTO THE PROMOTION IN WHOLE OR IN PART; THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE; PARTICIPATION IN ANY PROMOTION OR PRIZE RELATED ACTIVITY; ACCESS TO ANY BROADCAST; OR OTHER PARTICIPATION IN THIS PROMOTION. By entering the Promotion or accepting the Prize, you covenant to the fullest extent permitted by law not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE FOREGOING MAY NOT APPLY TO EVERY ENTRANT. Any provision adjudged to be invalid shall be struck from these Official Rules and the remainder shall continue in full force and effect.

12. FORCE MAJEURE: Promotion Entities shall not be liable to entrants, a potential or verified winner or any other person or entity for failure to execute the Promotion, or supply the Prize or any part thereof, by reason of any act of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulation, order or request proves to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, epidemics, pandemics, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of any event, or any similar or dissimilar event beyond their reasonable control.

13. DISCLAIMERS: Promotion Entities are not responsible for lost, late, or misdirected entries, or telecommunication, internet, or hardware or software failures, including by reason of any bug or computer virus or other failure. Promotion Entities may cancel, modify, or terminate the Promotion (including winner selection and Prize) without prior notice if it is not capable of completion as planned, including by reason of infection of computer virus, tampering, unauthorized intervention, force majeure, or technical difficulties of any kind.

14. ALTERNATIVE DISPUTE RESOLUTION; ARBITRATION: To the extent permitted by law and excluding any entrants residing or working within the States of California, New Jersey or New York, any disputes relating to the terms of these Official Rules or the breach thereof, or connected with the Promotion or the Prize awarded, shall be submitted to binding arbitration in Los Angeles, CA in accordance with the Commercial Arbitration rules of the American Arbitration Association (the "AAA"). Each party agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Each party hereby waives the right to participate in any class action, whether in court or arbitration. In the event that either party desires to arbitrate any such dispute, such party shall so notify the other party and the parties shall endeavor in good faith, for a period of 30 days, to resolve such dispute without arbitration. In the event that the parties cannot resolve the dispute within such 30 day period, then within 10 days thereafter, the parties shall jointly designate a single arbitrator to hear the dispute, or, if the parties are unable to jointly select an arbitrator, an arbitrator shall be chosen according to the rules of the AAA. The arbitration, including the rendering of the award, shall take place in Los Angeles, CA and shall be the exclusive forum for resolving such dispute, controversy, or claim. The decision of the arbitrator shall be final and binding upon the parties hereto. The decision of the arbitrator shall be executory, and judgment thereon may be entered by any court of competent jurisdiction. **If for any reason a claim proceeds in court rather than in arbitration, each party waives any right to a jury trial, excluding in any civil matters brought within the States of California, New Jersey, or New York.**

15. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.

16. WINNERS' LIST: To obtain a list of Winners, send an email to info@infinitymarketing.com within thirty (30) days of the end of the Promotion Period. The email should contain "State Farm Stadium Promotion" in the subject field. Or, send a stamped, self-addressed envelope to: "State Farm Stadium Promotion" c/o Infinity Marketing Team, LLC, 8575 Higuera Street, Culver City, CA 90232. VT residents may omit return postage.

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