

Miller Lite® Football Fan Tailgate Sweepstakes
(Promotion MLR3540 – TX) DRAFT

MILLER LITE® FOOTBALL FAN TAILGATE SWEEPSTAKES
OFFICIAL RULES
NO PURCHASE NECESSARY

1. **ELIGIBILITY:** The Miller Lite Football Fan Tailgate Sweepstakes (“Sweepstakes”) is open only to legal U.S. residents of TX, who are 21 years of age or older. Employees, directors, officers, and agents of MillerCoors LLC (“Sponsor”), KESN-FM 103.3 (“Station”), the Dallas Cowboys Football Club, Ltd., Pro Silver Star, Ltd., Cowboys Stadium, L.P., Legends Hospitality, LLC (“Dallas Cowboys Entities”), the National Football League, its member professional football clubs (the “NFL”), NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, and their parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies, and suppliers involved in the Sweepstakes, as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household of such individuals are not eligible to enter or win. Employees of alcohol beverage retailers and distributors are also not eligible to enter or win. Void where prohibited by law.
2. **HOW TO ENTER:** Beginning on or about 09/17/12 – 09/20/12 (“Sweepstakes Period”), legal U.S. residents of TX who are 21 years of age or older at time of entry may enter into the Miller Lite Football Fan Tailgate Sweepstakes. All entries become the sole property of Sponsor and Station and will not be returned. Not responsible for lost, late, mutilated, illegible or incomplete entries. Except as otherwise contemplated in these Official Rules, information collected in connection with this Sweepstakes will be used by Sponsor in accordance with its privacy policy, which can be found at www.millerlite.com.

VIA ON-AIR: Listen to the Station Monday through Thursday at 7:10 AM CT, 11:10 AM CT and 5:10 PM CT for a chance to qualify to win the Grand Prize. Listen for the designated “football” sound that will be played at specified times during the day to become one (1) of twelve (12) on-air finalists from KESN-FM 103.3. If you are the designated tenth (10th) caller to call the provided telephone number after the designated sound effect is played, you are a finalist and will be entered into the random drawing for a Grand Prize, subject to verification. Limit one (1) entry per household/address.
3. **RANDOM DRAWING TO DETERMINE ONE (1) GRAND PRIZE WINNER:** A Grand Prize random drawing will be conducted on or about 09/21/12 from among the twelve (12) finalists via Rule 2. The one (1) finalist drawn will be considered the Grand Prize winner, subject to verification. The Station, an independent agency whose decisions on all matters relating to this sweepstakes are final, will conduct drawing. Odds of becoming a Grand Prize winner depends

upon the number of eligible entries received. Prize will be awarded assuming sufficient eligible entries are received and prize is properly claimed. Potential Grand Prize winner will be notified by phone within one (1) day after drawing date.

4. **PRIZE & APPROXIMATE RETAIL VALUE (“ARV”): One (1) Grand Prize:** prize includes upper level tickets for winner and one (1) adult guest to a Dallas Cowboys home game on 09/23/12, two (2) Miller Lite Club passes to the Dallas Cowboys home game on 09/23/12, two (2) Miller Lite Tailgate passes redeemable on 09/23/12, two (2) Miller Lite/Cowboys T-shirts and two (2) Miller Lite/Cowboys Hats. Sponsor will determine size and style of t-shirt and hat. **ARV \$220.00. Important Notice:** Winner’s guest must be 21 years of age or older to attend game and events. **Transportation is NOT included.** Winner will be responsible for all gratuities, meals, transportation, lodging and any other incidental costs or expenses not identified in these rules. Tickets and passes are subject to standard rain-check policies and procedures. If the game or events are delayed, postponed, or canceled for any reason, winner will not be reimbursed. Sponsor and the Station are not responsible if game or events are delayed, postponed, or canceled for any reason. Winner agrees that the game admission and passes are awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner and may not be sold, resold, auctioned, bartered, assigned exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor and Station reserves the right to remove or to deny entry to a winner if the winner violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the game or events.
5. **WINNER VERIFICATION:** The potential winner is subject to verification of eligibility and compliance with these Official Rules. The potential prize winner may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) within five (5) days of attempted notification or prize will be forfeited in its entirety and may be awarded to an alternate winner. Failure to provide all required information and a signature on the documents will result in forfeiture of winner’s right to claim a prize and may be awarded to an alternate winner, if time permits. The potential prize winner may be subject to a background check before the prize will be awarded; if a potential winner has been convicted of a felony or any other crime that would reflect negatively on the Sponsor, Station or Dallas Cowboys Entities or the NFL the potential winner may be disqualified and the prize will be awarded to an alternate winner. In the event of noncompliance with these Official Rules, or if prize notification or prize is returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winner, if time permits.
6. **PRIZE TERMS:** Prize is not transferable and includes only the items specifically listed as part of prize. No substitution or cash equivalent of prize is permitted

except at the sole discretion of the Sponsor and Station. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor and Station reserves the right to substitute prize with another prize of equal or greater value. Any portion of prize not accepted by winner will be forfeited. Federal, state, and local taxes on prize and any expenses relating to the acceptance of and use of prize not specified herein are the responsibility of winner. Approximate retail value is as of the time the rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded.

7. **ADDITIONAL TERMS:** Sponsor and Station are not responsible for late, lost, misdirected, mutilated, incomplete, or illegible entries. Sponsor and Station are not responsible for incorrect or inaccurate entry information whether caused by entrant or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error, which may occur in the processing of the entries. Sponsor and Station are not responsible for any technical problems, malfunctions of any telephone service, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission that may affect the ability of consumers to participate, or for any damage to any participant's computer system/software related to or resulting from participation in this Sweepstakes. Sponsor and Station are not responsible for any change of email address, mailing address and/or telephone number of entrants. Participants may not enter more than the maximum number of times allowed with multiple email addresses. Any participant who attempts to enter with multiple identities or uses any device or artifice to register/enter multiple times will be disqualified at Sponsor's sole discretion. In the event of a dispute regarding the identity of a winning entrant, the entry will be deemed made by the authorized account holder of the email address indicated on Entry (i.e. the natural person assigned to the account by a service provider). Potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning entry. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE/PHONE SERVER OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Proof of submission of an entry will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for any typographical, technical, or other error in the Sweepstakes of the offer, administration of the Sweepstakes or in the

announcement of prize winners. In the event of a printing/production/typographical error, irregular or invalid code/message or equipment error, neither MillerCoors LLC, KESN-FM 103.3, Dallas Cowboys Entities, their parent companies, their distributors, alcohol beverage retailers, affiliates, subsidiaries, advertising and promotion agencies, nor their respective agents or agencies shall have any liability. In no event will more than the number of prizes stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event Sponsor is prevented from continuing with the Sweepstakes or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor or Station (each a "Force Majeure" event or occurrence), Sponsor and Station shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without any further obligation. If Sponsor or Station, in their discretion, elects to alter this Sweepstakes as a result of a Force Majeure event, a notice will be posted on www.espn.go.com/dallas/radio/sectional?page=contests. In the event of cancellation, Sponsor or Station will award the prize in a random drawing from among all valid and eligible entries received up to the time of such cancellation, providing a sufficient number of entries are received. By participating in this Sweepstakes and submitting an entry, each entrant agrees: (i) to be bound by these Official Rules, including all entry requirements; (ii) to hold Sponsor, Station, Dallas Cowboys Entities, the NFL, and each of their representatives, directors, officers, agents, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies, employees and assigns (collectively, the "Released Parties"), harmless against any and all claims, injuries, damages, losses and liability that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any prize or any travel or activity related to the receipt or use of any prize; and (iii) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Winner, by acceptance of a prize, grants to Sponsor, Station and its designees the right to use winner's name, address (city and state of residence), photograph, voice, statements and/or other likeness and prize information in perpetuity for purposes of advertising and trade in any and all media now known or hereafter devised, throughout the world, without further compensation, or consideration, notification or permission, unless prohibited by law. As a condition of

participating in this Sweepstakes, each entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prizes awarded shall be governed by the laws of the State of Texas without giving effect to any choice of law or conflict of law rules, and that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in Tarrant County, Texas. Further, in such dispute, under no circumstances will entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental or consequential damages, including reasonable attorney's fees, other than participant's actual out of pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Please see the privacy policy located at www.millerlite.com for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes.

8. **RULES REQUEST:** For a copy of the official rules, log onto www.espn.go.com/dallas/radio/sectional?page=contests or send a self-addressed, stamped envelope postmarked by 09/20/12 to: Miller Lite Football Fan Tailgate Sweepstakes Rules Request – MLR3540, 400 E. Las Colinas Blvd., Suite 1003, Irving, TX 75039.
9. **WINNER LIST:** For the name of the winner, available after 09/19/12, send a self-addressed stamped envelope, postmarked by 09/19/12, to: Miller Lite Football Fan Tailgate Sweepstakes Winner List – MLR3540, 400 E. Las Colinas Blvd., Suite 1003, Irving, TX 75039.

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POS Disclaimer details:

NO PURCHASE NECESSARY. Must be 21+ at time of entry and a legal U.S. resident of TX. Void where prohibited by law. See Complete Official Rules at www.espn.go.com/dallas/radio/sectional?page=contests for details. Sweepstakes begins on 09/17/12. Ends 09/20/12. All entries must be received by 11:59:59 PM CT on 09/20/12.