

## **Discover Santa Clara® Global Games Food Trail Terms & Conditions**

By participating in the Discover Santa Clara® Global Games Food Trail (“Food Trail”), you agree to the following terms and conditions:

### **Definitions:**

**Voucher:** Digital proof that entitles the holder to certain goods, services, or experiences offered by the Merchant.

**Merchant:** The business or entity identified on the Voucher that is responsible for providing the goods, services, or experiences.

**Released Parties:** Bandwango and Discover Santa Clara®, including their respective subsidiaries, affiliates, partners, officers, directors, employees, agents and other representatives.

### **Vouchers:**

Vouchers will only be redeemed by the Merchant named on the Voucher and for the specific goods, services, or experiences listed on the Voucher or as otherwise determined by the Merchant. The Merchant is the issuer of the Voucher and is solely responsible for all aspects related to its redemption and use. The Merchant (and not any of the Released Parties) will be accountable for the quality of the goods and standard of care of the services it offers and for any and all claims you may have for injuries, illnesses, damages, expenses, and liabilities of any kind (collectively referred to as "Liabilities") you may incur directly or indirectly, resulting from, arising out of, or related to your use or nonuse of the Voucher.

If any goods are provided to you by any of the Released Parties, all such goods are provided "AS IS" without any warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Likewise, if any services are provided to you by any of the Released Parties, all such services are provided without any representation or warranty with respect to any standard of care or level of satisfaction with or effectiveness of such services.

### **Food Trail Voucher Prizes & Grand Prize:**

- The Food Trail general prizes, as described in the various Vouchers (or as otherwise determined by the Merchant named on the Voucher), will only be available on a first-come, first-served basis. Availability is subject to inventory limits, and once all general prizes have been redeemed, Food Trail participants will no longer be eligible to receive a prize. However, all Food Trail participants accumulating a minimum of 2 “check-ins” will still be eligible for the Grand Prize.
- Although no purchases from any Merchant is required participants must click the “check-in” button on the Discover Santa Clara® Global Games Food Trail Pass within a certain geo radius of the Merchant. “Check-ins” are triggered by location and do NOT

require a purchase. Participants are only eligible for the Grand Prize and any general prizes after accumulating the minimum number of business “check-ins.”

### Grand Prize Giveaway Official Rules

**NO PURCHASE (OR PAYMENT OF ANY KIND) IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW, INCLUDING IN ANY STATE WHERE REGISTRATION IS REQUIRED.**

- The Food Trail Voucher promotion and the Giveaway entry period begins on January 20, 2026, at 12:00:01 AM PST and ends on July 2, 2026, at 11:59:59 PM PDT (the “Giveaway Period”).
- All eligible Food Trail participants will automatically be entered in the Grand Prize drawing. In addition, anyone may enter the drawing by mailing the following information (either typed, or in legible handwriting, on either a single sheet of paper or 3x5 card): your name, address, city, state, zip code, e-mail address, phone number and date of birth. Insert single sheet of paper or card in an envelope with sufficient postage and mail to: Discover Santa Clara, 5001 Great America Parkway, Santa Clara, CA 94054. Mail-in entries must include all requested information (as stated above) to be considered an entry. Mail-in entries must be postmarked by July 2, 2026, and received by July 12, 2026. Only one (1) entry per person. Requests for confirmation of receipt of mail-in entries will not be acknowledged. No photocopies, facsimiles or reproductions of mail-in entries will be accepted. Sponsor is not responsible for late, lost, damaged, stolen, incomplete, illegible, postage due, or misdirected entries. Proof of mailing does not constitute proof of delivery.
- The Grand Prize winner will be selected by a random drawing after the final 2026 FIFA World Cup game is played in Santa Clara, from among all valid entries received during the Giveaway Period. The odds of being selected depend on the number of entries received. For example, if there are 1,000 eligible entries during the Giveaway Period, the odds of winning a particular prize will be 1:1,000; if there are 2,000 eligible entries during the Giveaway Period, the odds of winning will be 1:2,000, and so on. The Sponsor will attempt to notify the potential winner via telephone or email on or about July 20, 2026. If the potential winner cannot be contacted within five days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries, which alternate potential winner will be subject to the same requirements as the initially selected prize winner.
- The potential winner will be notified by email or phone. Each potential prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the

required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein.

- The Grand Prize (\$1000 value) includes a one-night hotel stay for a maximum of two people, \$250 gift card for a Santa Clara restaurant and \$500 Ticketmaster gift card to be used on tickets to one regular 2026-2027 season 49ers home game at Levi's Stadium.
  - The hotel stay and gift cards must be redeemed between September 1, 2026 and January 31, 2027.
  - The Grand Prize Giveaway is open to legal residents of the 50 United States and the District of Columbia who are at least 18 years of age at the time of entry.
  - The one-night hotel stay will be a standard room with double occupancy at a hotel selected by Sponsor. The winner is responsible for incidental charges, parking, room service, and any other expenses not explicitly included.
  - The Grand Prize has no cash value and may not be substituted, transferred, assigned, or redeemed for cash, except at Sponsor's sole discretion.
  - Game date and seat locations are limited to availability and determined by ticket issuer.
  - Blackout dates may apply.
  - The selected game is subject to rescheduling, cancelation, or relocation. If the game is canceled and not rescheduled, no replacement or cash compensation will be provided.
  - Transportation to and/or from the hotel and stadium, meals, gratuities, merchandise, parking, and any other expenses not expressly stated are the sole responsibility of the winner.
  - Resale of tickets once purchased with gift card is prohibited.
- This promotion is not sponsored, endorsed, administered by, or associated with the National Football League, the San Francisco 49ers, or Levi's Stadium.
- The Sponsor of the Giveaway, Discover Santa Clara, reserves the right to modify or substitute a Grand Prize of equal or greater value, if Sponsor determines in its sole discretion, that becomes necessary or appropriate.
- Employees of and other companies associated with the promotion of the Food Trail and the Grand Prize Giveaway, and their respective affiliates and advertising and promotion agencies as well as the immediate family (i.e. parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and household members, whether or not related, of each such employee are not eligible to enter or win the Grand Prize Giveaway.
- In the event that the operation, security, or administration of the Food Trail or Giveaway is impaired in any way for any reason, including, but not limited to fraud, software virus or bug, unauthorized human intervention, or any other technical problem, or in the event the Food Trail or Giveaway is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion,

either (a) suspend the Food Trail or Giveaway to address the impairment and then resume the Food Trail or Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Food Trail or Giveaway and, in the event of termination, award the Grand Prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Food Trail or Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage or undermine the legitimate operation of the Food Trail or Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

- Sponsor reserves the right, in its sole discretion, to disqualify any participant it determines to be acting in violation of these Official Rules or any federal or state, law, rule or regulation. Failure to comply with these Official Rule, accept the Grand Prize as awarded, or respond within the required timeframes may result in forfeiture and selection of an alternate winner.
- Sponsor reserves the right to modify at any time and without prior notice the Official Rules for clarification and other non-substantive purposes without materially affecting the terms and conditions of the Sweepstakes.
- Failure by the Sponsor or its designated agent to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any provision of these Official Rules is determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

Release & Limitation of Liability:

By participating in the Food Trail or Giveaway, you agree to release and hold harmless the Released Parties from and against any claim or cause of action of any kind arising out of or related to participation in the Food Trail or Giveaway or receipt or use of the goods, services, experiences or the Grand Prize (including any travel or activity related thereto), including, but not limited to: any errors or problems in connection with the Food Trail or Giveaway, including, without limitation, errors that may occur in the administration of the Food Trail or Giveaway, the announcement of the winner of the Grand Prize, the incorrect completion of any mailed entry, or in any Food Trail or Giveaway related materials; or injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Food Trail or Giveaway or acceptance, receipt or misuse of the Grand Prize (including any travel or activity related thereto). You further agree that in any claim or cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Food Trail or Giveaway, and in no event shall you be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate

information, however caused. You further waive all the rights you may have to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Taxes:

All income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a prize and any other fees or costs associated with any prize and/or related to any Voucher, or its redemption or use, are solely your responsibility. It is your responsibility to understand and abide by any federal, state, local and/or other applicable tax laws that may apply to receipt of any prize or the redemption or use of any Voucher. The Grand Prize winner may be required to provide certain tax information requested to enable the completion of applicable reporting forms before or upon receipt of the Grand Prize, including but not limited to an IRS 1099 Tax Form for the value of a prize and such winner agrees to fully cooperate with Sponsor in conjunction with the issuance of IRS 1099 Tax Form.

Use of Information; Publicity:

By participating in the Food Trail or Giveaway, you agree, in addition to the permissions and other authorizations contained in the form of Declaration of Compliance to be signed by the Grand Prize Winner, you consent to and give Sponsor and any other party authorized by Sponsor the right to video and/or audio tape you with any good, or use of any service or experience that is part of the Food Trail or Giveaway or during any prize activity and to use, adapt, publish, display, develop and/or edit your name, address (city or state only), voice, likeness, photograph, biographical information and/or statements about the Food Trail or Giveaway for publicity, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, worldwide, and on the world wide web without review, notification or approval, and without additional compensation, in perpetuity, except where prohibited by law.

Governing Law, Jurisdiction, Dispute Resolution:

By your participation in the Food Trail or Giveaway, you agree that the Food Trail or Giveaway, and all issues, and questions and other matters concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Food Trail or Giveaway, shall be governed by the laws of the State of California, without reference to its conflict of laws principles, as well as all applicable federal, state and local laws and regulations. All issues, and questions and other matters concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and construed in accordance with the laws of the State of California. You further agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Food Trail or Giveaway or the redemption of goods, services or experiences, or the awarding of the Grand Prize shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Central District of California or the appropriate California State Court located in Santa Clara County,

California; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Food Trail or Giveaway but in no event shall include attorney's fees; and (c) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to, claim punitive, special, incidental, and consequential damages and any other damages, other than out-of-pocket expenses (excluding attorney's fees), and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

Acknowledgement:

By participating in the Food Trail or Giveaway, you acknowledge that you have carefully read in its entirety these Food Trail Terms & Conditions, the above Waiver, and the Giveaway Official Rules, and that you fully understand all of its contents. You are aware that this is a waiver and release of liability, and is a legally binding agreement between you and the Released Parties, is irrevocable, will be fully enforceable by the Released Parties, and that you freely and knowingly waive all of your rights regarding liability as set forth above.