

## CONTEST / PRIZE DISCLAIMER- SUPERCHARGED WITH HCLTECH

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** Entry into the Contest constitutes your full and unconditional acceptance of these Official Rules.

The Sponsor of this Contest is HCL America Inc., whose address is 2600 Great America Way, Ste. 401, Santa Clara, CA 95054.

1. **Participation / Entry.** Must be present at the MetLife Stadium (the “Stadium”) in East Rutherford, New Jersey at the time of participation. There are three steps to participate in the Contest: post a creative picture of you with any HCLTech sign in the Stadium with a creative caption on approved social media, i.e., Instagram, Facebook, and Twitter (Step One); then tag @HCLTech in the post (Step Two); and then use #SuperchargdWith HCLTech in the post (Step Three). For entry into the Contest, scan the QR Code at an HCLTech sign in the Stadium to fill in and submit the contest entry form (“Entry”). Steps One through Three plus the Entry need to be completed during a “Home Game” (described below). **Entrants are solely responsible for obtaining the appropriate consent from all individuals depicted in the submitted photos.**
2. **Prize:** The number of winners will be as follows: (1) Ten (10) total winners of the Weekly Prize (each, a “Weekly Prize Winner,” and collectively, the “Weekly Prize Winners”), and (2) One (1) winner of the Grand Prize (the “Grand Prize Winner”) for the “2023 Season”. For the Weekly Prize, one (1) winner will be chosen each week that “New York Giants” and/or “New York Jets” plays a regular season home game at MetLife Stadium in East Rutherford, New Jersey during the 2023 regular National Football League (“NFL”) season, beginning with the New York Jets vs. Philadelphia Eagles home game at the Stadium on October 15, 2023 (“2023 Season”). The 2023 Season shall include only regular season home games played at MetLife Stadium by New York Football Giants, Inc., (hereinafter referred to as the “New York Giants”) and New York Jets, LLC (hereinafter referred to as the “New York Jets”) (each is a “Home Game”). The winner(s) shall not be entitled to transfer or assign the applicable prize to others nor shall the winner(s) be entitled to request the cash equivalent or prize substitution. There shall be no cash or other prize substitution permitted, except at HCL America Inc.’s and its subsidiaries’ and affiliates’ (collectively, “Company” or “HCL” or “HCLTech”) discretion.

*Entry Periods.* This Contest has two (2) types of entry periods: (1) **Weekly Contest Period.** For the Weekly Prize, each week that New York Giants and/or New York Jets plays Home Game(s) at MetLife Stadium during the 2023 Season constitutes its own entry period (the “Weekly Contest Period”). The “Weekly Contest Period” begins with the opening of the Stadium for entry to any New York Giants or New York Jets Home Game(s) and ends at the conclusion of the 4<sup>th</sup> Quarter or, if applicable, overtime of the Home Game(s) during a given week in the 2023 Season. If the New York Giants and New York Jets each play a Home Game at MetLife Stadium during a single week, the Weekly Contest Period will span each Home Game and will constitute one (1) Weekly Contest Period for that given week. The first Weekly Contest Period will begin with the New York Jets vs. Philadelphia Eagles Home Game on October 15, 2023; (2) **Season Contest Period.** For the Grand Prize, the entry period spans across all Weekly

Contest Periods (the “Season Contest Period”). Entry into the Contest at a Home Game in MetLife Stadium during the applicable Weekly Contest Period constitutes entry into the Contest for the chance to win the Grand Prize.

There will be 10 total Weekly Prize Winners, who will each win Company branded merchandise and one autographed football (no authentication provided) from either the New York Giants or New York Jets (each a “Weekly Prize”). The approximate retail value of each Weekly Prize is two hundred dollars (\$200.00). Each Weekly Prize Winner will be selected from all eligible entries received during the applicable Weekly Contest Period based on the individual’s photo(s) submitted at the applicable Home Game as Step One, which is/are determined by HCL to have the highest quality of brand visibility, caption creativity, photo creativity, and overall fanfare for being at the New York Giants or New York Jets Home Game at the Stadium.

There will be 1 Grand Prize Winner chosen from all eligible entries received during the Season Contest Period, who will win a chance to experience VIP hospitality at a Home Game at MetLife Stadium at the opening day of the 2024 NFL Season (the “Event”), and such VIP hospitality will include, but is not limited to, one (1) VIP parking pass, two (2) pre-game sideline passes, one (1) Giants/Jets legend meet and greet (photo and autograph included), two (2) tickets to HCLTech Suite inclusive of food and beverages, and team-branded merchandise giveaway (the “Grand Prize”). Any seat locations at the Event shall be determined at the sole discretion of the Company. The value of the airfare tickets shall also be determined at the sole discretion of the Company. The Event and Event dates and times awarded are determined in the sole discretion of Company and may be subject to change. The terms and conditions of the prize awarded will govern in the event an event is not conducted, due to weather conditions, an act of God, and an act of terrorism, civil disturbance or any other reason. The approximate retail value of this Grand Prize is one thousand dollars (\$1000.00). The Grand Prize Winner will be selected based on the frequency of an individual’s posts on social media for Step One throughout the 2023 Season at different Home Games with different signage throughout the Stadium, caption creativity, photo creativity, and overall fanfare for being at the New York Giants or New York Jets Home Games at MetLife Stadium. The Grand Prize Winner will be the individual determined by HCL to have the highest frequency of posts, whose photos contain the highest quality of brand visibility, caption creativity, photo creativity, and overall fanfare for being at the Home Games.

For the Weekly Prize Winners, one (1) winner will be selected following each Weekly Contest Period by the Company, and the Company will notify the winner by email forty-eight (48) hours after the applicable Home Game. For the Grand Prize Winner, one (1) winner will be selected by the Company following the 2023 Season and the winner will be notified by email on January 15, 2024, and the prize logistics will follow later that year (as the prize is for the following 2024 NFL Season). Company is not responsible for, nor shall Company have liability for, a winner’s failure to receive notices due to social media security settings that may cause notifications to be marked as spam or junk. Nor shall the Company be liable for a winner’s provision of incorrect or otherwise non-functioning contact information. If the winner (1) for Weekly Prize Winner, fails to claim a prize within forty-eight (48) hours from the time the award notification was sent or, for the Grand Prize Winner, fails to claim the prize within one week from the time award notification was sent,

(2) is found ineligible, or (3) if applicable, does not complete and return an executed release form and other required paperwork within the specified timeframe, the prize shall be forfeited and an alternate winner may be selected by Company.

3. **Eligibility and Limitations:** Open to legal residents of the 50 United States and D.C. area, you must be eighteen (18) years of age (or the age of majority in your state of residence) or older, and be present at the Stadium in East Rutherford, New Jersey for a Home Game at the time of participation. To be eligible to be a Winner, a person must complete Steps One through Step Three plus the Entry at a Home Game at the Stadium. Each Winner will be required to provide Company with a complete and accurate W-9 form and to execute and return a release form. When applicable, a 1099 tax form will be issued in the amount of the prize(s) to the prize winner; for prize(s) to an individual taxpayer with a value of at least six hundred dollars (\$600.00), you will receive a 1099-tax form, a copy of which will be filed (as required by law) with the Internal Revenue Service. Each Winner is responsible for all taxes and duties applicable to such winner's prize, and each Winner is responsible for all costs related or arising from winning such Winner's prize. The Company will not provide traveling, housing, food, etc. expenses to the 11 Weekly Prize Winners. The Company will not provide any traveling, housing, food, and other expenses, except as expressly provided in the description of the Grand Prize above, to the 1 Grand Prize Winner.

Employees, officers, owners and representatives of the Company, New York Giants, New York Jets, Giants Stadium LLC, New Meadowlands Stadium Company, LLC, the "NFL Entities" (as defined below), their respective parent companies, subsidiaries, affiliates, advertising or promotional agencies, fulfillment, marketing agencies, other third parties assisting or providing services in connection with this Contest, and the members of the foregoing entities' employees, officers, owners or representatives immediate family are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

No groups, clubs, or organizations may participate in this Contest or reproduce or distribute any portion of these Official Rules or entry forms to their members. Winning the prize is contingent upon fulfilling all requirements set forth in these Official Rules.

The "NFL Entities" include the National Football League, its member professional football clubs (other than the New York Giants and the New York Jets), NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees. The NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Contest or any prize awarded. The NFL Entities have not offered or sponsored this Contest in any way.

4. **PR, Publicity, Promotion; Use of Personal Information:** By participating in the Contest, where allowed by law, all participants and winner(s) grant the Company, New York Giants, and New York Jets exclusive, perpetual permission to use their names, characters, photo, portrait, image, statements and likenesses, and biographical information for news, publicity,

advertising, promotional purposes, trade, information, and public relations in connection with the promotion of this Contest and other contests and waive any claims against Company to royalty, right, or remuneration of such use. By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and process and use such information for marketing and other purposes. By participating in the Contest, the winner(s) agree to Company's Privacy Policy (<https://www.hcltech.com/privacy-statement>), New York Giants' Privacy Policy (<https://www.giants.com/privacypolicy>), and New York Jets' Privacy Policy (<https://www.newyorkjets.com/faqs/privacy-policy>). The information you provide in connection with this Contest will be used in accordance with these Official Rules and the Company's, New York Giants', and New York Jets' Privacy Policies.

5. **Release:** By participating in this Contest, each participant and winner agrees to release and hold harmless New Meadowlands Stadium Company, LLC, the NFL Entities, the New Jersey Sports and Exposition Authority, any successor-in-interest to New Meadowlands Stadium Company, LLC, the Company, New York Giants, New York Jets, Giants Stadium LLC, each of their respective affiliates, parent companies, agencies, subsidiaries, advertising or promotional agencies, fulfillment and marketing agencies, other third parties assisting or providing services in connection with this Contest, and each of their respective direct and indirect, past, present and future owners, representatives, officers, directors, managers, members, stockholders, partners, owners, employees, licensees, agents, attorneys, successors and assigns (collectively, the "Released Parties") against and from any and all claims, liability, illness, injury, death, litigation, loss or damages that may occur, directly or indirectly, from participation in the Contest or any Contest-related activity and / or arising from or in connection with the (1) winner accepting, possessing, using or misusing of any awarded prize or any portion thereof, including, without limitation, winner's breach of any agreement, warranty, or representation associated with this Contest, including these Official Rules, or winner accessing or downloading information in connection with this Contest; (2) any type of technical failure; (3) the unavailability, malfunction, interruption or inaccessibility of any transmissions, phone, communication devices, services, hardware, satellites, network, cable, phone lines or internet service due to any cause; (4) unauthorized intervention in any part of the entry process or the Contest; (5) electronic error or human error in the Contest administration or the processing of entries; (6) late, lost, stolen, damages, garbled, incomplete, illegible, inaccurate, misdirected, or undelivered entries or communications; or (7) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, whether technical or otherwise. Each Winner shall bear all risk of loss or damage to such winner's prize after it has been delivered.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR SOCIAL MEDIA PLATFORM OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

6. **Miscellaneous:** Void outside of the United States and where prohibited or restricted by law. Odds of winning depend upon the number of participants. Each winner must submit proof of

eligibility and sign the Company's release form and provide all other required paperwork to claim the prize. The Company may discontinue or change the Contest at any time. Except as provided above in Section 2 in how the winners are notified, the Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest.

7. **Social Media Channels:** The Contest is in no way sponsored, endorsed, administered or associated with Facebook, Instagram, YouTube, Twitter, or any other social media channel in which the Contest may appear ("Social Media Channels") or with the NFL Entities. You are providing your information to Company, New York Giants, and the New York Jets and not the Social Media Channels and agree to fully release the social media channels and the NFL Entities of all liability as it relates to solely this Contest. Notwithstanding the above, any terms and conditions of the Social Media Channels shall apply according to their own terms.

Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Official Rules or in the Contest is solely descriptive purposes and shall in no way imply an endorsement or sponsorship of Contest.

8. **Notification to Winners:** Each Weekly Prize Winner will be notified by email within forty-eight (48) hours after the conclusion of a Weekly Contest Period, and the Grand Prize Winner will be notified by email within 7 days after January 15, 2024.
9. **Governing Law:** This Disclaimer and any other agreement related to this Contest shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.