

## **The Prudential Rock with Rutgers Sweepstakes**

### **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**Sweepstakes may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia.**

**Please read these terms carefully, as they govern your participation in the Prudential Rock with Rutgers Sweepstakes (the “Sweepstakes”), as well as your use of any web sites associated with the Sweepstakes.**

**1. How to Enter.** To enter the Sweepstakes, visit [www.rockwithrutgers.com](http://www.rockwithrutgers.com) during the Sweepstakes Period and provide your name, email address, and zip code. Upon providing the required information and signing up, you will receive one (1) sweepstakes entry.

Limit one (1) entry per person/email address. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Delivery of prizes requires a street address (no P.O. Boxes). Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**2. Start/End Dates.** Sweepstakes begins at **12:00:00 AM Eastern Time (“ET”)** on **October 29, 2024** and ends at **11:59:59 PM ET** on **January 22, 2025** (“Sweepstakes Period”).

**3. Eligibility.** Participation open only to legal residents of the fifty (50) United States or the District of Columbia who are at least 18 years old as of date of entry and/or the age of majority in their jurisdiction, whichever is greater. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Prudential Insurance Company of America (“Sponsor”) and its parent company, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Sweepstakes may only be entered in or from the 50 United States and the District of Columbia, and entries originating from any other jurisdiction are not eligible for entry. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

**4. Random Drawing/Odds.** Winner(s) will be selected in a random drawing from all eligible entries received on or about January 23, 2025. Odds of winning depend on the number of eligible entries received for the drawing. Drawing will be conducted by Sponsor or its designee. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

**5. Prize(s).**

Men's Basketball Prize: There is one (1) Men's Basketball Prize available to be won. The Men's Basketball Prize consists of one (1) box/suite at a Rutgers Men's basketball game vs. Minnesota on March 9, 2024, (box/suite includes tickets and food/beverage for up to ten people) and an autographed basketball and attend an open practice, dates and times subject to availability. The total ARV of the Men's Basketball Prize is: \$4,000

Women's Basketball Prize: There is one (1) Women's Basketball Prize available to be won. The Women's Basketball Prize consists of one (1) box/suite at a Rutgers Women's basketball game vs. North Western on February 17, 2024 (box/suite includes tickets and food/beverage for up to ten people) in February of 2025 and an autographed basketball and attend an open practice, dates and times subject to availability. The total ARV of the Women's Basketball Prize is: \$1,000.

The total ARV of all prizes to be awarded is: \$5,000

Prize is non-transferable. No substitutions or cash redemptions. In the case of unavailability of prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winner(s).

**All federal, state, and local taxes, fees, and surcharges on any prize are the sole responsibility of winner of the prize. Winners of prizes with a value of \$600 or more will be issued an IRS Form 1099-MISC early in the year following the year in which prize was awarded for filing with his/her federal and state tax returns. Sponsor complies with all tax reporting requirements. The amount of any tax liability will vary depending on winner's tax bracket.**

**6. Notification.** Winner(s) will be notified by phone on or about **January 23, 2025** and will be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release within 24 hours of prize notification. If winner cannot be contacted after 3 attempts in a 5 hour period by phone then Sponsor will move on to the next winner, no voicemail messages will be left. On the call, the potential winner has to provide their intention to claim the prize and then Sponsor we will send paperwork by email which will need to be returned by winner within 24 hours, if prize or prize notification is returned as undeliverable, if winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. If Sponsor is unable to confirm a winner after contacting three entrants pursuant to this Section 6, no prize will be awarded.

**7. Conditions.** All federal, state and local taxes are the sole responsibility of the winner(s). Participation in Sweepstakes and acceptance of prize constitutes winner's permission for the Released Entities to use their name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants acknowledge that the Released Entities are not required to compensate or credit such entrants or anyone else in connection with these Official Rules or any such use. Notwithstanding the foregoing, in the event such materials are used in such a manner as to be subject to the jurisdiction of any SAG-AFTRA collective bargaining agreement, entrants agree to execute a standard scale contract and accept minimum scale compensation for such use. By entering, entrants further agree that any and all materials produced and/or resulting from these Official Rules shall be owned exclusively by Sponsor and entrants shall have no rights, title, or interest in or to such materials. If for any reason any of the foregoing does not vest in Sponsor, entrants hereby assign to Sponsor all right, title and interest in and to the same. If entrant should receive any print, negative, or other copy thereof, entrants shall not use nor authorize its use by anyone else. Entrants hereby waive my right to inspect or approve any usage of any materials submitted hereunder. Nothing in these Official Rules requires the Released Entities or its licensees to make any use of any materials submitted hereunder, or the rights granted herein. Entrants hereby represent and warrant that they have not given any third party the exclusive right to use their name, image, voice, likeness, or performance, and are free to enter into these Official Rules without conflict with any existing commitment on such entrant's part; and entrants release the Released Entities, any company or person employed by or related to the Released Entities, and any person or company that obtains any rights from the Released Entities, from all liabilities and claims, whether known or unknown, asserted or non-asserted, that relate in any way to the rights entrants have granted to the Released Entities above including, but not limited to, those arising from or related to editorial acts, copyright, defamation, misrepresentation, faulty reproductions, violation of right of publicity or invasion of privacy. Entrants shall not make or authorize any public statement concerning the Official Rules, the Sweepstakes, or the Released Entities without the prior consent written of the Released Entities in each instance. Entrants will regard and preserve in strict confidence all information related to the business, accounting, personnel, products and services of Released Entities, its affiliates and third parties with whom they do business ("Confidential Information") that is not otherwise publicly available, which may be obtained by me from any source as a result of the Sweepstakes. Entrants shall not, without first obtaining the Released Entities prior written consent, disclose to any person or use for my own benefit or for the benefit of any third party any Confidential Information. If entrants have entered their email addresses and selected the option to receive more information from Sponsor, entrants consent to Sponsor or the Released Entities contacting them for marketing purposes. Entrants understand that they may opt out at any time by clicking 'unsubscribe' within any of the marketing emails that Sponsor or the Released Entities now or in the future sends to Entrants. By participating, entrants and winner(s) agree to release and hold harmless Sponsor, and each of their affiliates, partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes (including from COVID-19 or its variants), or possession, acceptance and/or use or

misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Sweepstakes cannot take place or if the prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning. This Sweepstakes is in no way sponsored or administered by Rutgers University.

**8. Additional Terms.** In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities 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. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or any related web site (the "Web Site"). Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**9. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES 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 AND/OR PARTICIPATING IN THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE 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.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

**10. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New Jersey.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to Newark, New Jersey. The parties agree not to raise the defense of forum non conveniens.

**11. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.prudential.com/privacy/>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**12. List of Winners/Winner's Name.** To obtain a list of winners/the name of the winner, send a self-addressed, stamped envelope by February 23, 2025 to: Rock with Rutgers Sweepstakes Winners List Request, Attn: Giovanna Moscoso, The Prudential Insurance Company of America, 213 Washington Street, Newark NJ, 07102, USA

**13. Sponsor.** The Prudential Insurance Company of America, with an office and place of business at 655 Broad St, Newark NJ, 07102, USA