

**Home of the Yellow Wall Sweepstakes
Official Rules**

- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **ALL DISPUTES RELATED TO THIS SWEEPSTAKES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. ALL DISPUTES RELATED TO THE WEBSITE (DEFINED BELOW), BVB.DE OR AN ENTRANT'S BVB ACCOUNT (DEFINED BELOW) WILL BE GOVERNED BY THE LAWS OF THE FEDERAL REPUBLIC OF GERMANY.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THIS SWEEPSTAKES (DEFINED BELOW), ENTRANTS (AND A MINOR ENTRANT'S PARENT OR LEGAL GUARDIAN ON MINOR'S BEHALF) AGREE TO THESE "OFFICIAL RULES," WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. ELIGIBILITY: The "Home of the Yellow Wall" Sweepstakes (the "Sweepstakes") is open only to individuals who, at the time of entry, are legal residents of and physically located in one (1) of the fifty (50) United States or the District of Columbia, and are at least eighteen (18) years old. Employees, officers, directors, representatives, and consultants of Borussia Dortmund GmbH & Co. KGaA ("Sponsor" or "BVB"), along with its respective parent companies, subsidiaries, affiliated companies, prize suppliers, and advertising and promotion agencies (collectively with Sponsor, the "Sweepstakes Entities"), and each of such employees', officers', directors', representatives', and consultants' immediate family members (i.e., spouse, partner, parents, legal guardians, in-laws, grandparents, children, grandchildren, and siblings, and their respective spouses, regardless of residence) and individuals residing in the same household as the aforementioned (i.e., those individuals who share the same residence at least three (3) months a year, whether legally related or not), are not eligible to enter the Sweepstakes or win a prize. By participating in the Sweepstakes, each entrant unconditionally agrees to abide by these Official Rules and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects. This Sweepstakes is void where prohibited by law and is subject to all applicable federal, state, and local laws and regulations.

2. PROMOTION PERIOD: The Sweepstakes begins on or about 9:00:00 AM Eastern Time ("ET") on June 3, 2025 and all entries must be received at or before 11:59 PM ET on July 14, 2025 (the "Promotion Period"). The official timekeeper for the Sweepstakes will be Sponsor's designated database clock.

3. HOW TO ENTER: To enter the Sweepstakes, during the Promotion Period, you must go directly to the Sweepstakes website at bvb.de/us-sweepstakes (the "Website") or scan the Quick Response ("QR") code and click on the link to the Website. The Website will contain a description of the Sweepstakes and the official entry form to enter into the Sweepstakes. Once you are on the Website:

- Link your BVB account ("BVB Account") by either (a) creating a new BVB Account if you do not have one already, which will include completing the required registration information such as, without limitation, your first and last name, email address, and date of birth, and clicking on the "Register" button, or (b) logging in to your existing BVB Account;
- Agree to these Official Rules and Sponsor's Terms of Use and consent to the Home of the Yellow Wall Sweepstakes Privacy Policy and BVB's Privacy Policy;
- Include your mailing country where indicated; and
- Click the "Confirm" button.

Entrants must complete and submit the entry form with all required information for the entry to be eligible. For entrants who scan the QR code, please be advised that by scanning the QR code located on the advertising materials using your web-enabled mobile device, message and data rates may apply. You acknowledge that you are responsible for any and all charges imposed by your wireless carrier. Please note that not all mobile devices are equipped with wireless Internet access; and availability of wireless Internet may vary by location.

There is a limit of one (1) entry per person in this Sweepstakes. Any entries received that exceed this specified limit per person will be disqualified. 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. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries 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 Sweepstakes at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. In the case of a dispute regarding the submission of an entry, such entry will be considered to have been submitted by the **"registered account holder"** of the email address associated with the potentially winning entry, provided that the entrant fulfills all other eligibility criteria. Winner may be required to show proof of being the registered account holder. A registered account holder is defined as the individual assigned to an email account by an Internet service provider, online service provider, or other organization (such as a business or educational institution) responsible for assigning email addresses for the domain linked to the submitted email address. In the event of a dispute concerning the identity of an individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Submission of an entry does not serve as proof of delivery. All entries and materials submitted become the property of the Sponsor and will not be acknowledged. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All entrants submitting materials/content as part of the Sweepstakes will be non-exclusively licensing (with the unlimited right to sublicense) to Sweepstakes Entities the right to use such materials, and the images related thereto (including entrant's name, social media account username and likeness), for any purpose (including any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Entrants represent and warrant that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations. The Sweepstakes Entities may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

5. WINNER SELECTION, NOTIFICATION AND VERIFICATION AND ODDS: There will be one (1) winner selected in this Sweepstakes. The potential winner will be selected through a random drawing on or about July 15, 2025 from all eligible entries received during the Promotion Period in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winner. The potential winner will be notified by email on or about July 15, 2025. The Sweepstakes Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. Subject to verification of eligibility and compliance with these Official Rules, the potential winners will be announced as the official winners of the Sweepstakes.

The potential winner will be required to complete, sign, and return an Affidavit of Eligibility and Liability Release and a Publicity Release (collectively, the "Affidavit"), as well as an Internal Revenue Service ("IRS") Form W-9 Request for Taxpayer Identification and Certification, and to provide their Social Security number, which will be utilized solely for the purpose of reporting the winner's prize earnings to the IRS, as required by law. All required documents must be returned within five (5) business days from the date of prize notification to Sponsor in order for the winner to receive their prize; otherwise, the prize will be forfeited and may be awarded to an alternate potential winner, time permitting. Should a potential winner be unreachable, fail or refuse to sign and/or return the required documents in the time period required by Sponsor, have the prize or a prize notification deemed undeliverable, rejected, faulty or unclaimed, not comply with these Official Rules, or decline the prize for any reason, that potential winner may be disqualified and the prize will be forfeited, and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if the potential prize winner cannot attend or participate in any portion of the prize, then the potential winner may be disqualified and the prize will be forfeited, and an alternate winner may be selected. Sponsor will have no further obligations to any disqualified potential winner, and an alternate winner may be selected at the Sponsor's discretion. The prize must be accepted as assigned. Non-compliance shall result in disqualification and award of the prize to an alternate winner. Parents or legal guardians of any prize winner under the age of majority in their state/jurisdiction of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Affidavit in order for the prize winner to be qualified to receive their prize. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners, or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

Odds of winning will depend on the total number of entries received during the Promotion Period.

6. PRIZE: The winner of this Sweepstakes will receive a prize package consisting of a three (3) day/two (2) night trip for the winner and a companion to a BVB football (in the United States known as soccer) match in Dortmund, Germany, including:

- Two (2) tickets for the winner and their companion to a 2025-2026 regular season BVB football match, selected by Sponsor in its sole and absolute discretion;

- Two (2) night's hotel accommodations for the winner and their companion (one (1) standard room based on double occupancy) at a hotel selected by Sponsor in its sole and absolute discretion;
- Two (2) round trip economy/coach airline tickets for the winner and their companion (via a Sponsor-selected air carrier to/from a major commercial airport closest selected by Sponsor in its sole and absolute discretion);
- Ground transportation (including, without limitation, public transportation) selected by Sponsor in its sole and absolute discretion to/from the hotel and airport in Germany; and
- One (1) welcome package, which may include:
 - BVB fan merchandise (standard merchandise is a fan scarf);
 - One (1) BVB Fanshop voucher (10.00 EUR/\$11.34 USD)
 - One (1) pre-charged payment card to purchase food and beverage at the BVB home stadium (12.00 EUR/\$13.42 USD); and
 - Choice between a ticket for a tour of the BVB home stadium or a ticket to visit to the BORUSSEUM.
 - *Disclaimer: Items in the welcome package may vary depending on the football season and are listed above as an example.*

Total approximate retail value ("ARV") of the prize: \$5,000.00 USD. The prize elements will be delivered to the winner physically or electronically via email, as determined by Sponsor, and Sponsor will provide further instructions to the winner on how to receive the prize elements. Actual retail value of the prize may vary depending on point of departure, travel dates and fare/rate fluctuations. If the actual value of the prize is less than the stated ARV, the difference will not be awarded. All travel arrangements must be made through the Sponsor or Sponsor's designee. Certain restrictions and blackout dates may apply. The winner of the prize must travel as and when designated by Sponsor or the prize may be forfeited and an alternate randomly selected winner chosen.

The prize winner and their travel companion must travel together on the same itinerary and possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of the prize winner and their companion to provide proper documentation (including government issued picture identification). All aspects of the travel portions of the prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion. The dates of departure and return are subject to change at Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Travel must be booked at least two (2) weeks prior to travel or another date communicated to you by Sponsor, and all travel must be completed no later than two (2) days after the BVB football match. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in its sole and absolute discretion. The prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for the prize begins and ends at the point of departure. The prize is subject to airline seat and hotel availability, as well as Sponsor's terms and conditions generally applicable thereto. If, in the judgment of Sponsor, air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to the prize winner.

If, for whatever reason, any event associated with the prize is cancelled after the prize is awarded, Sponsor's liability for the prize is limited only to the non-event portions of the prize. No compensation will be paid in lieu of the cancelled event. The tickets to events are subject in all respect to the terms and conditions set forth on the tickets and any requirements of the facility hosting the event. The winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any tickets unless Sponsor consents in writing. In the event the prize winner and/or their companion engage in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor and/or the applicable venue reserves the right to terminate the applicable experience early. Decisions regarding the conduct of the winner and companion in all aspects of their participation in any prize event/activity will be in the sole discretion of Sponsor and/or the applicable venue, and any of Sponsor's representatives and final and binding in all respects. Winner and companion may be removed or disqualified from participating in any aspect of the prize for any reason at any time, including, without limitation, for creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, creating the potential for injury or property damages, or engaging in any unhealthy, unsafe, unlawful, or inappropriate act. If a winner or companion who, in the opinion of Sponsor, the applicable venue, or any of Sponsor's representatives, is considered a physical or mental threat to the well-being of any other individual, they may be removed from any premises relating to the prize and winner consents to such removal.

Cash equivalents, transfers, or substitutions of prizes are not permitted, except where lawful and at the sole discretion of Sponsor, who reserves the right to substitute a prize (or any portion thereof) with one of comparable or greater value. The winner is responsible for all federal, state, and local taxes, as well as any costs and expenses associated with the acceptance and use of the prize. For income tax purposes, the value of the prize will be classified as miscellaneous income and reported to the IRS and the winner on an IRS Form 1099, as required by law. The winner is responsible for the payment of all applicable taxes on the prize. All details regarding the prize are at the sole discretion of Sponsor. Under no circumstances will more prizes be awarded than those specified in these Official Rules. The decisions made by Sponsor are final and binding on all matters related to this Sweepstakes.

7. ADDITIONAL CONDITIONS AND LIMITATIONS OF GRAND PRIZE TRIP:

- Ground transportation to/from the winner's home/departure airport is **NOT included** in the prize and are the responsibility of the winner.
- The winner is required to possess and obtain for travel, among other things, a valid passport that remains valid for at least six (6) months beyond the return date of travel.
- The winner is responsible for securing any travel insurance, as well as any other forms of insurance they may wish to obtain, at their own expense. The winner acknowledges that Sponsor has not, and will not, obtain or provide travel insurance or any other type of insurance.
- The winner is bound by the terms and conditions of all airlines, hotels and other third-party service providers used in connection with the prize. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Sponsor's transportation carriers of choice.
- Sponsor shall not be held liable for any loss, theft, or misplacement of tickets, travel vouchers, certificates, or other similar items by the winner, and such items will not be replaced or exchanged. Additionally, Sponsor will not be responsible for any missed transportation bookings for any reason.
- Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Additional prize award details and travel information to be provided to winner at the time of prize notification.
- Companion of the winner must be at least eighteen (18) years of age in their state of residence as of the date of departure. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Once a travel companion is selected, they may not be substituted, except in Sponsor's sole and absolute discretion.
- The prize does not include any other incidentals not mentioned in these Official Rules such as, but not limited to, ground transportation, special seating assignments, baggage fees, alcoholic beverages, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. All other expenses not stated herein as part of the prize are the winner's sole responsibility. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the winner.
- Details of the prize package are subject to availability and at the sole discretion of the Sponsor. The complete terms and conditions regarding the trip will be provided with the prize notification. Additional restrictions may apply.
- The prize cannot be used in conjunction with any other promotion or offer.
- The winner may be required to provide the hotel with a valid credit card for incidentals (including room service, mini-bar and pay-per-view television) and/or damages to the hotel room.
- Use of any match ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket. The winner agrees to comply with all applicable venue regulations in connection with the prize.
- Seat locations at the football match shall be determined in the sole discretion of Sponsor. The match date is determined under the discretion of Sponsor and may be subject to change.
- The terms and conditions of the tickets awarded as part of the prize will govern in the event game is not played or held due to weather conditions or any other reason. Sponsor and venue will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local regulation by any government, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control (each, a "Force Majeure event or occurrence") that may cause the cancellation or postponement of the game.
- Game ticket awarded as prizes may not be used for any commercial or promotional purpose whatsoever. Any such commercial or promotional use may result in disqualification and prize forfeiture.

8. PUBLICITY: Subject to applicable law, winner irrevocably grants the Sweepstakes Entities and each of their licensees, successors, assigns and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and

promotional materials (now known or hereafter developed), worldwide in perpetuity, without further payment or obligation, consideration, notification or permission, except for the awarding of the prize to the winner.

9. TAMPERING WITH SWEEPSTAKES: The Sweepstakes Entities shall not be held responsible for: (a) any incorrect or inaccurate transcription of entry information, or for any human, typographical or printing errors; (b) technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, wireless service, inability to access any online service or website, inability to submit the online enrollment form, or any other error or malfunction, or any injury or damage to Entrant's or any other person's computer and/or wireless device related to or resulting from participation or downloading any materials in this Sweepstakes; (c) late, lost, stolen, illegible, damaged, incomplete, inaccurate, undelivered, delayed or misdirected entries, for any reason including computer, telephone, wireless service, paper transfer, or process any transaction thereon; or (d) other errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes related materials. Entry materials that have been tampered with or altered will be deemed void. Should Sponsor suspect or discover any evidence of electronic or non-electronic tampering with any part of this Sweepstakes, or if technical difficulties threaten the integrity of the Sweepstakes, Sponsor reserves the right to disqualify any individual (and void their entry and/or prevent future entries), and/or who tampers with the entry process and/or acts in violation of these Official Rules, and to modify, cancel, or terminate this Sweepstakes, in whole or in part, at any time without prior notice. If the Sweepstakes is terminated, Sponsor may, at its discretion, award the prize at random from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor.

Caution: Any attempt by a person to damage any online service or website (including any social media platform) associated with this Sweepstakes or to undermine the legitimate operation of this Sweepstakes may constitute a violation of criminal and civil laws. Should such an attempt occur, Sponsor reserves the right to seek damages (including attorneys' fees) and/or other remedies from any such individual to the fullest extent permitted by law. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

10. SUSPENSION/MODIFICATION/TERMINATION: In the event Sponsor is prevented from continuing with the Sweepstakes due to any Force Majeure event or occurrence, Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should a Force Majeure event or occurrence corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

11. WAIVERS, DISCLAIMERS AND RELEASES: By participating in the Sweepstakes, entrant agrees to release, discharge, indemnify and hold harmless the Sweepstakes Entities and each of their respective directors, officers, employees, agents, successors and assigns (collectively, the "Released Parties") from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (a) entrants' participation in the Sweepstakes (including travel to/from any Sweepstakes activity); (b) any acceptance, possession, misuse or use of any prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, including those arising from any travel to/from any prize event or activity); (c) the Released Parties' actual or alleged violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or claims of infringement of intellectual property; and (d) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize. Without limiting the generality of the foregoing, entrants agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose. Entrants agree and that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor interruption or inability to access the website, application or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize. The Released Parties are not responsible for any changes or unavailability of any social media platform used for purposes

of administering this Sweepstakes that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use any social media platform or website for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via any social media platform or website, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes.

12. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATION: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, participant agrees to all of the terms and conditions of Sponsor's privacy policy, which is available at bvb.de/privacypolicy.

13. GOVERNING LAW/LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws. All issues or questions concerning the Website, BVB.de or an entrant's BVB Account, and any and all legal disputes, claims or suits in connection with the use of the Website, BVB.de or an entrant's BVB Account will be governed by and construed in accordance with the laws of the Federal Republic of Germany to the exclusion of the regulations of international private law.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00) (USD), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00) (USD), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

14. DISPUTES: The parties each agree to finally settle all disputes only through arbitration; provided, however, Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in New York, New York and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration," then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in New York, New York. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in New York, New York. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

15. NAME OF SWEEPSTAKES WINNER: To receive the name of the winner, send an email with "Home of the Yellow Wall Sweepstakes Winners List" in the email subject line to service@bvb.de, within sixty (60) days of expiration of the Promotion Period. Please be sure to indicate which sweepstakes winners list you are requesting by referencing the name of this Sweepstakes in your request.

16. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be

construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

17. IDENTIFICATION OF SPONSOR: Borussia Dortmund GmbH & Co. KGaA – Rheinlanddamm 207-209, 44137 Dortmund, Germany.