

**Bears Care - Gala Auction**  
**Terms and Conditions**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (THE “TERMS”) CAREFULLY AS THEY GOVERN YOUR RIGHT TO USE THE EVENTS.ORG PLATFORM IN RELATION TO THE BEARS CARE GALA AND CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH YOU GIVE UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING HERETO.**

**BY CLICKING “SUBMIT” YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS AND ANY APPLICABLE TERMS AND POLICIES INCORPORATED HEREIN BY REFERENCE, AS MAY BE UPDATED FROM TIME TO TIME.**

Bears Care (“Bears Care”, “We”, or “Our”) is a 501(c)(3) organization and the charitable arm of The Chicago Bears Football Club, Inc. (the “Chicago Bears”). We have retained SNAP Solutions LLC (doing business as “Events.org”) to serve as the digital auction host platform (the “Platform”) for the Bears Care Gala (the “Event”). Guests and invitees of the Event may access the Platform via <https://events.org/e/2025-Bears-Care-Gala/BearsCare2025>. The Platform shall be used to collect the contact information of bidders (each a “User”, “You”, or “Your”, and collectively, “Users”) participating in the auction(s) held during the Event (collectively, the “Auction”), accept bids for auction items (each a “Package” and collectively, the “Packages”), facilitate payment processing for winning bids, and other uses as further described in these Terms.

To participate in the Auction, each User must provide to Events.org certain personal information, including, without limitation, User’s first and last name, billing address, credit card information, wireless phone number, and email address (collectively referred to as a “Profile” for each User). By using the Platform, You agree that: You are Thirteen (13) years of age or older; You will provide true, accurate, and complete personal information for Your Profile; You are an authorized user of any payment instrument(s) provided to Bears Care, Events.org, and/or the Payment Processor (defined below) used via the Platform; You will be solely liable and responsible for any and all actions taken under Your Profile, including, without limitation any bids, chargebacks, or gross error transactions, notwithstanding any terms of Payment Processor to the contrary; and You will not use the Platform or any Package for any unauthorized, illegal, obscene, or harassing purpose.

**BIDDING; PACKAGES; AND REDEMPTION**

The Platform enables Users to make single or maximum bids on certain Packages via the iBid system (“iBid”). If You place a maximum bid, iBid compares Your bid on a particular Package to the bids of other Users. iBid places bids on Your behalf, using only as much of the bid as is necessary to maintain Your high-bid position. iBid will bid in this manner, up to Your maximum bid amount. You can track the status of Your bids on Your wireless device. If the iBid system places Your maximum bid and another bidder exceeds it, You will receive a text notification to inform You that You will be removed from the bidding process for the applicable Package, unless You enter a new higher bid. Once the Auction is closed, the User with the highest bid on each Package will receive a receipt via text message for any donation made or Package purchased/won and may checkout via the Payment Processor (defined below). Please visit Events.org for more details, terms, and conditions regarding the iBid process, or contact Bears Care for additional information about the Auction.

In the event of any dispute between bidders over which bidder placed the highest bid on a particular Package, the auctioneer, if applicable, and/or a Bears Care representative shall have the sole and final discretion to determine the successful bid or to resume the Auction to determine a new highest bid for the applicable Package. All decisions of Bears Care are final.

Please review all Package details before bidding on a particular Package. Additional terms, restrictions, and exclusions may apply. Many Packages are sold subject to availability and at the mutual convenience of the donor and purchaser, whereas some Packages have restrictions, such as exclusions and expiration dates. All listed restrictions are non-negotiable. All sales are final. No exchange, return, transfer, assignment, sale, duplication, cash redemption or substitution of any Package (or any portion thereof) is permitted, except as authorized by Bears Care. If a User becomes comprised of two or more persons or entities, all obligations of the User, including payment obligations, will be joint and several obligations of the persons or entities constituting User.

Air travel and related expenses are not included in any Package, unless explicitly stated. Bears Care is not able to assist with air travel arrangements. Winning bidders of Packages that include air travel are encouraged to carefully read their certificates and make reservations well in advance of desired travel dates.

Packages will be released to the holder of the winning bid only after payment has been approved. All auction items must be taken by the winner the evening of the Gala, unless specified otherwise. Bears Care is not responsible for any unclaimed Packages and will not coordinate delivery or incur any expenses related to shipment of any Packages.

User's failure or refusal to abide by any of User's obligations under these Terms will constitute an "Event of Default" by User. Upon the occurrence of an Event of Default, Bears Care will be excused from performing any of its obligations under these Terms and may, in its sole discretion, pursue any right or remedy available to Bears Care at law or in equity or available to Bears Care. The remedies of Bears Care shall be cumulative, and Bears Care's exercise of any remedy or remedies shall not preclude its exercise of any other right or remedy lawfully available to Bears Care. Following an Event of Default, User shall be responsible for all costs and expenses incurred by Bears Care in enforcing Bears Care's rights and remedies, including reasonable outside counsel attorneys' fees and court costs.

In the event that any Package is unavailable after purchase, and/or the winner of a Package is otherwise unable to redeem a Package prior to its expiration date, and no later than May 10, 2026, as the direct result of a Force Majeure Event, Bears Care shall, in its sole discretion, provide the winner with either: (i) the same Package at a later date, (ii) an alternative Package of equal or greater value, or (iii) a refund of the amount paid for the Package by the winner. A "Force Majeure Event" means an event or condition that is caused by facts and circumstances that are beyond the reasonable control of Bears Care, which wholly or partially prevents or delays the performance of any of the duties, responsibilities, or obligations of Bears Care, including without limitation, fire, hurricane, storm, flood, natural disaster, or the elements, mob, riot, destruction or damage to any facilities applicable to the Packages, casualty, civil disturbance, insurrection, blockade, embargo, arrest or other restraint of government (civil or military), national or local emergency, calamity, epidemic, pandemic or other health crisis (regardless of any governmental authority's characterization thereof or response thereto), strike, lockout, other labor dispute, war, war-like action (whether actual, pending, or expected), act of terrorism or sabotage, confiscation, seizure, or condemnation by any governmental authority, any act or failure to act of any governmental authority, compliance with any order or regulation of any governmental authority, the enactment, imposition, or modification of any applicable law that occurs after any User's purchase of Package(s), failure of a utility provider, interruption of or delay in transportation, or cyber incidents such as hacking, data breaches, denial-of-service attacks, malware or ransomware attacks, or any other form of cyber intrusion or disruption.

## **PAYMENT PROCESSING AND FEES**

Users must make all applicable payments prior to accepting a Package. All payments (excluding applicable payment processing fees) are tax deductible. Bears Care will provide relevant charitable contribution information to each winner in the receipt associated with each Package. All state, federal, and local taxes or other expenses not specified herein are the sole responsibility of the User and/or Package winner,

including, without limitation, any costs or expenses associated with travel related to a Package or use thereof.

JPMorgan Chase & Co. (doing business as “Chase” and/or “Chase Payment Solutions”) (the “Payment Processor”) is the third party payment processor used by Events.org. Additional terms, restrictions, and exclusions may apply; please visit <https://events.org/eo-privacy.html> and <https://www.chase.com/business/payments/authorize-net> for additional details.

## **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

The Platform is owned and operated by Events.org. Bears Care and its affiliates, officers, owners, directors, agents, and employees make no warranties or representations of any kind, express or implied, with respect to the Platform, including without limitation non-infringement, availability, non-interruption, or security.

All Packages available in the Auction are donated to Bears Care and sold “as is”. Bears Care and its affiliates, officers, owners, directors, shareholders, agents, and employees make no warranties or representations of any kind, express or implied, with respect to the Packages, including without limitation non-infringement, merchantability, fitness for a particular purpose, completeness, accuracy, quality, and/or exact value.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BY USING THE PLATFORM, ALL USERS FOREVER WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE BEARS CARE, THE CHICAGO BEARS, NFL ENTITIES (AS DEFINED HEREIN), EVENTS.ORG, ANY PERSON OR ENTITY WHO DONATED PACKAGE(S) TO BEARS CARE FOR THE AUCTION, AND EACH OF THEIR RESPECTIVE AFFILIATES, PARENTS, SUBSIDIARIES, OWNERS, EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, SHAREHOLDERS, CONTRACTORS, SUCCESSORS, ASSIGNS AND INSURERS (COLLECTIVELY “RELEASED PARTIES”) FOR, FROM AND AGAINST, ANY AND ALL CLAIMS, DEBTS, LIABILITIES, DEMANDS, OBLIGATIONS, COSTS, FEES, EXPENSES, ACTIONS, CAUSES OF ACTION WHATSOEVER, OF EVERY NATURE, CHARACTER AND DESCRIPTION (COLLECTIVELY, “CLAIMS”), KNOWN AND UNKNOWN, INCLUDING, BUT NOT LIMITED TO, ALL THOSE ARISING OUT OF OR IN ANY WAY RELATED TO THE EVENT, THE AUCTION, ANY BID MADE USING THE PLATFORM, THE PLATFORM, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PACKAGES. IN ADDITION, EACH USER ACKNOWLEDGES AND AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH: (I) LATE, LOST, DELAYED, DAMAGED, INCOMPLETE, ILLEGIBLE, UNINTELLIGIBLE OR MISDIRECTED BIDS; (II) ANY CONDITION CAUSED BY EVENTS BEYOND THE CONTROL OF BEARS CARE THAT MAY CAUSE THE AUCTION OR USE OF ANY PACKAGE TO BE DISRUPTED OR DISCONTINUED; (III) ANY FAILURE TO RECEIVE OR PROCESS BIDS DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION, HUMAN, TRANSMISSION OR TECHNICAL PROBLEMS, FAILURES, OR MALFUNCTIONS OF ANY KIND, HOWSOEVER ORIGINATING, THAT MAY LIMIT A USER’S ABILITY TO PARTICIPATE IN THE AUCTION INCLUDING ANY INTERRUPTIONS TO ANY NETWORK, SERVER, INTERNET, WEBSITE, TELEPHONE, SATELLITE, COMPUTER OR OTHER CONNECTIONS; (IV) GARBLED, MISDIRECTED OR JUMBLED TRANSITIONS, OR TRAFFIC CONGESTION; (V) ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND CAUSED BY ANY PACKAGE(S) OR RESULTING FROM ACCEPTANCE, POSSESSION, OR USE OF ANY PACKAGE(S), OR FROM ENTRY PARTICIPATION IN THE AUCTION (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, OR ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES RELATED TO OR BASED ON THE USER’S RIGHTS OF PUBLICITY OR PRIVACY, OR

THE USER'S CLAIM THAT THEY HAVE SOMEHOW BEEN DEFAMED OR PORTRAYED IN A FALSE LIGHT); (VI) ANY PRINTING OR TYPOGRAPHICAL ERRORS IN ANY MATERIALS ASSOCIATED WITH THE AUCTION, (VII) HUMAN ERROR AND OTHER ERRORS; OR (VIII) LATE, LOST, DELAYED, OR DAMAGED DELIVERY OF ANY PACKAGES. "NFL ENTITIES" IS DEFINED AS THE NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, NFL VENTURES, L.P., NFL PROPERTIES LLC, NFL ENTERPRISES LLC, NFL PRODUCTIONS LLC AND NFL INTERNATIONAL LLC AND EACH OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES.

## **INDEMNIFICATION**

BY USING THE PLATFORM, EACH USER AGREES TO INDEMNIFY, DEFEND, RELEASE, DISCHARGE AND HOLD HARMLESS RELEASED PARTIES FROM ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER FOR INJURIES, DEATH, DAMAGES OR LOSSES TO PERSONS AND PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, POSSESSION, USE OR MISUSE OF ANY PACKAGE BY USER AND/OR ANY GUEST OF USER, INCLUDING WITHOUT LIMITATION, CLAIMS FOR BREACH OF CONTRACT, NEGLIGENCE, INFILCTION OF EMOTIONAL DISTRESS, DEFAMATION, FALSE LIGHT, COMMON LAW OR STATUTORY MISAPPROPRIATION, INVASION OR OTHER VIOLATIONS OF ANY ACTUAL OR PURPORTED RIGHT OF PRIVACY AND/OR PUBLICITY, AND CLAIMS UNDER EQUIVALENT FEDERAL, STATE OR PROVINCIAL LAWS ARISING FROM USE OF THE PLATFORM, USE OF ANY THIRD PARTY WEBSITES, USE OF ANY PACKAGE, AND/OR ANY EXPLOITATION OF ANY OR ALL OF THE RIGHTS GRANTED TO THE RELEASED PARTIES.

## **ARBITRATION**

Except where prohibited by law, as a condition of participating in the Auction and/or use of the Platform, User agrees that (a) any and all disputes and causes of action arising out of or connected with this Auction, or any Package(s) awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest Bears Care; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction.

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL A USER OR PACKAGE WINNER BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH USER AND PACKAGE WINNER HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO THE AUCTION, ANY PACKAGE, USER'S BID, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PACKAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO EACH USER.

USER UNDERSTANDS THAT EACH USER IS WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, USER ACKNOWLEDGES THAT USER HAS READ AND UNDERSTANDS, AND HEREBY EXPRESSLY WAIVES, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE

TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

## **CONSENT TO RECEIVE COMMUNICATION**

By creating a Profile and/or submitting a bid via the Platform, You expressly consent to receive non-marketing and marketing text messages from or on behalf of Bears Care, Events.org, the Payment Processor, and/or their designees at the wireless phone number You supply when registering your Profile, including text messages sent using automated technology. Your consent to receive wireless communications is never required in order to purchase something from Bears Care, including without limitation, Packages, or to make donations.

Message and data rates may apply. Bears Care, Events.org, and Payment Processor will not be responsible for any text messaging or other wireless charges incurred by You or by a person who has access to Your wireless device or telephone number. You may not receive applicable messages if your carrier does not permit text alerts. Your carrier may not allow You to use pre-paid phones or calling plans to receive text alerts. Events.org, and Payment Processor may send You a bounce back message(s) for every message You send to us. These texting services may not be compatible with all wireless carriers or devices.

Bears Care is not responsible for the accuracy of any information displayed in the wireless messages received hereunder, for any mis-delivery or untimely delivery of any mobile messaging, or for your deletion of or failure to store any wireless messaging. Please see <https://events.org/eo-privacy.html> and <https://www.chase.com/business/payments/authorize-net> for additional information, including your rights to opt-out of text message alerts.

## **RIGHT OF PUBLICITY**

Except where prohibited by law, by using the Platform, each User irrevocably grants the Released Parties the right to use each such User’s name, photograph, image, video, biographical information, and bid information in any and all media for any purpose, including, without limitation, advertising and promotional purposes for the Released Parties or their licensees, without additional compensation and/or consent of each User, and each User hereby releases the Released Parties from any liability with respect thereto, except where prohibited.

## **PRIVACY**

Any personal information collected in connection with use of the Platform will be used by Bears Care, Events.org, the Payment Processor, and their respective affiliates, employees, subsidiaries, owners, assigns, and agents only for purposes of the proper administration and fulfillment of the Auction and any bids made using the Platform, as described in these Terms, and in any manner consistent with Bears Care’s Privacy Policy, available at <https://www.chicagobears.com/about/privacy-policy>; Events.org’s Privacy Policy, available at <https://events.org/eo-privacy.html>; Payment Processor’s Privacy Policy, available at <https://www.chase.com/digital/resources/privacy-security/privacy/online-privacy-policy>, and any privacy policy of an applicable third-party.

## **GOVERNING LAW**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of the Users or Released Parties in connection with the Auction, any Package(s) and/or use of the Platform shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws. Each party agrees that all actions or proceedings

related to these Terms shall be litigated in a federal court in Illinois or a state court in Lake or Cook County, Illinois, and each of the parties waives any objection which it may have based on improper venue.

#### **MISCELLANEOUS**

If any provision(s) of these Terms is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Bears Care reserves the right, in its sole discretion, to modify, supplement or make changes to these Terms, with or without notice to You.

These Terms contain the entire agreement and understanding between Bears Care and User with respect to the Auction and purchase of Package(s) and supersede any and all prior agreements and understandings as to the Auction and purchase of Package(s) hereof.

**IT IS MUTUALLY AGREED BY AND BETWEEN BEARS CARE AND USER THAT EACH OF THEM HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS, THE ACUTION, OR ANY PACKAGE(S).**