

Cleveland Metroparks Sweepstakes Official Rules

- 1. NO PURCHASE IS NECESSARY TO ENTER OR WIN. ALTERNATE MEANS OF ENTRY (“AMOE”):** Entrants may receive one (1) entry by legibly printing the entrant’s name, street address, city, state, zip code, telephone number, complete e-mail address, on a piece of paper and mailing it to Cleveland Metroparks Administrative Offices, Attention: Marketing Department, 4101 Fulton Pkwy, Cleveland, OH 44144. All entries become the exclusive property of Cleveland Metroparks and will not be acknowledged or returned. All entrants will receive one (1) entry during the Sweepstakes period.
- 2. Sweepstakes Draw(s):** Draws will be held at Cleveland Metroparks Administrative Offices. Winners will be determined by random drawing from all eligible entries received. The odds of winning are the same for all entrants regardless of whether an entrant entered the Sweepstakes online or through the AMOE.
- 3. Prize Awarding:** Prizes will be awarded only on verification that the winners have met all Sweepstakes requirements. Each prize must be accepted as awarded and no substitution, transfer, conversion, or assignment of prizes will be allowed, unless at the discretion of Cleveland Metroparks which may substitute a prize of comparable value. Cleveland Metroparks will notify each winner within about fifteen (15) days of the relevant draw date. Winners will have five (5) days from notification to accept the prize by email, and will be instructed with whom to contact at that time. Cleveland Metroparks is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner. If a selected entrant cannot be contacted or fails to respond within the allotted time, Cleveland Metroparks reserves the right to void that entry and select another eligible entrant for that prize (and in the event that the subsequent selected entrant cannot be contacted or fails to respond, a further entrant will be selected, until a winner is determined, provided further that in the event that a winner is not determined after attempts have been made to contact three (3) entrants, Cleveland Metroparks may elect not to conduct any further redraws and not award such prize). The selected entrants will be required to complete and return to Cleveland Metroparks an affidavit and release within five (5) days of receipt. If a selected entrant fails to complete, and return the affidavit and release to Cleveland Metroparks within five (5) days, Cleveland Metroparks reserves the right to void that entry and select another eligible entrant for that prize. By completing, and returning the affidavit and release, the entrant (i) confirms compliance with these Sweepstakes rules and regulations; (ii) releases and forever discharges Cleveland Metroparks, its affiliates and subsidiaries, and its advertising and promotional agencies from all claims, demands, damages, actions and causes of action arising or to arise by reason of the acceptance or use of the prize; and (iii) gives permission to Cleveland Metroparks to publish or otherwise use the entrant’s name, address, photography, voice and commands, without compensation, in any publicity carried out by Cleveland Metroparks or its advertising agencies.
- 4. Sweepstakes General Rules:** Sweepstakes are subject to all applicable federal, state and local laws, rules and regulations. By entering the Sweepstakes, entrants agree to abide by these Official Rules, the Sweepstakes rules posted on Cleveland Metroparks’ Sweepstakes entry webpage, and the decisions of Cleveland Metroparks, which are final. **VOID WHERE PROHIBITED BY LAW.** This is a U.S. only sweepstakes. **ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR CLEVELAND METROPARKS IN CONNECTION WITH THIS SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR**

ILLEGAL, THESE RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN. ENTRANTS CONSENT TO THE STATE OR FEDERAL COURTS VENUED IN CUYAHOGA COUNTY, OHIO FOR ANY ACTION ARISING OUT OF THIS AGREEMENT AND AGREE THAT THE STATE OR FEDERAL COURTS IN CUYAHOGA COUNTY, OHIO SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY SUIT OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR CLEVELAND METROPARKS IN CONNECTION WITH THIS SWEEPSTAKES AND EACH HEREBY WAIVES ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF SAID COURTS OR THAT ANY SUCH SUIT OR OTHER PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR IMPROPER VENUE. Cleveland Metroparks management is the final judge on any decisions that are made regarding the Sweepstakes. Winners need not be present when drawing for prizes. Cleveland Metroparks reserves the rights to change, cancel, shorten, or extend the Sweepstakes at any time without notice.

- 5. Limitation of Liability:** If for any reason the Sweepstakes is not capable of running as planned, including, but not limited to, due to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Cleveland Metroparks which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Cleveland Metroparks reserve the right to disqualify any individual who causes any such problem, and to cancel, terminate, modify or suspend the Sweepstakes. Cleveland Metroparks assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, or any problem or technical malfunctions of any internet network or website, or any combination thereof, which may limit an entrant's ability to participate in this Sweepstakes.

By entering this Sweepstakes, each entrant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs, associated with entering the Sweepstakes, but in no event will attorneys' fees be awarded or recoverable; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to, punitive, incidental or consequential damages and/or any other damages other than actual out-of-pocket expenses.

Cleveland Metroparks does not assume any responsibility for any schedule changes in the Sweepstakes timeline, including without limitation, scheduling conflicts, labor strikes, Acts of God, or other unforeseen events that disrupt the Sweepstakes schedule. Cleveland Metroparks reserves the right to cancel, modify, or suspend this Sweepstakes.

- 6. Winners List:** To obtain a copy of the winner list or a copy of the Sweepstakes rules and regulations, send your request to Cleveland Metroparks Administrative Offices, Attention: Marketing Department, 4101 Fulton Pkwy, Cleveland, OH 44144. Requests must be received no later than December 31, 2018 and must enclose a self-addressed stamped envelope.
- 7. Disqualification:** Cleveland Metroparks is not responsible for lost, interrupted, or unavailable network server or other connections, miscommunications, failed computer transmissions or technical failure, jumbled, scrambled, or misdirected transmissions, or other error of any kind whether human, mechanical or electronic, including AMOE entries through the mail. Persons found tampering with or abusing any aspect of this Sweepstakes or Cleveland Metroparks' website or any third-party website hosted on Cleveland Metroparks' behalf will be disqualified in Cleveland Metroparks' sole discretion. If disqualified for any of the above abuses, Cleveland Metroparks reserves the right to terminate the entrant's eligibility to participate. In no event

will more prizes be awarded than those listed in the Sweepstakes rules.

8. **Prize Disclaimer:** The administrator is solely responsible for delivery of prizes to the prizewinners, as declared by Cleveland Metroparks. Cleveland Metroparks shall not be responsible or liable to entrants for any losses, damages, or costs incurred as a result of entrants entering the Sweepstakes or use of a prize won in connection with this Sweepstakes or the failure by the administrator to deliver the prize to the winner in accordance with the Sweepstakes Official Rules. By participating in the Sweepstakes, each entrant agrees to release and hold harmless Cleveland Metroparks and its Board, employees, officers, directors, agents, representatives, affiliates, subsidiaries, advertising and/or promotion agencies, from any and all losses, damages, rights, claims and actions of any kind in connection with the Sweepstakes or resulting from acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

9. **Social Media Disclaimer:**
 - a. **Facebook:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. By entering and participating, entrant agrees to hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action, losses, costs or expenses, arising out of or related to (i) entrant's participation in the Sweepstakes, or (ii) entrant's participation in any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

 - b. **Instagram:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, LLC. By entering and participating, entrant agrees to hold harmless, defend and indemnify Instagram from and against any and all claims, demands, liability, damages or causes of action, losses, costs or expenses, arising out of or related to (i) entrant's participation in the Sweepstakes, or (ii) entrant's participation in any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

 - c. **Twitter:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter, Inc. By entering and participating, entrant agrees to hold harmless, defend and indemnify Twitter, Inc. from and against any and all claims, demands, liability, damages or causes of action, losses, costs or expenses, arising out of or related to (i) entrant's participation in the Sweepstakes, or (ii) entrant's participation in any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

 - d. **Snapchat:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Snapchat. By entering and participating, entrant agrees to hold harmless, defend and indemnify Snap, Inc. from and against any and all claims, demands, liability, damages or causes of action, losses, costs or expenses, arising out of or related to (i) entrant's participation in the Sweepstakes, or (ii) entrant's participation in any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

10. **Data Protection Notice:** Entrants' personal information is protected by Cleveland Metroparks Privacy Policy.