

Fox 8 Golf Outing at Big Met OFFICIAL CONTEST RULES AND PHOTO RELEASE

The following terms and conditions (the “Official Rules”) govern the Fox 8 Golf Outing at Big Met Golf Course (the “Contest”). **BY REGISTERING YOURSELF AND YOUR TEAM MEMBERS TO PARTICIPATE IN THE CONTEST, YOU AND YOUR TEAM MEMBERS AGREE TO BE BOUND BY AND COMPLY WITH THESE OFFICIAL RULES, WHICH ARE A CONTRACT. THIS CONTEST IS VOID WHERE PROHIBITED BY LAW.**

1. HOSTS

Cleveland Metroparks, 4101 Fulton Parkway, Cleveland OH 44144

WJW Television LLC, Fox 8 News, 5800 South Marginal Road, Cleveland OH, 44103

2. SPONSORS

**CrossCountry Mortgage
Serpentini Chevrolet**

3. DESCRIPTION

The Contest will take place on June 23, 2023.

The Contest will provide an opportunity for entrants to receive a variety of skills-based prizes based on their bona-fide ability to golf. The event consists of a single round of golf containing 18 holes. The event will start in “shotgun” fashion, where all 144 entrants will start at the same time at different holes.

4. HOW TO ENTER

The registration period will open on May 22, 2023 at 4:00 a.m. The registration period will end when all 144 entrants have registered for the Contest or on June 23, 2023 at 11:30pm, whichever occurs sooner. Entrants may register themselves and their team members at clevelandmetroparks.com. The website will include further instructions that you must follow to enter the Contest. The registration fee is \$80 per person (\$320 for a team). The event will consist of 144 entrants. All entrants must register in teams of four. No one may enter the Contest without a team of four. Entrants have the discretion to pick their own team.

5. ELIGIBILITY

The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older at the time of registration. Cleveland Metroparks employees and their immediate families (spouse and parents [biological, adoptive or step-parents], grandparents, children [including stepchildren and adoptive children], grandchildren, siblings, and each entrant’s respective spouses regardless of where they reside), WJW Television LLC employees, CrossCountry Mortgage employees and Serpentine Chevrolet employees are not eligible to win any

prizes. This Contest is subject to all applicable federal, state, and local laws and regulations. All non-citizens legally residing in the U.S are eligible to enter. All U.S. residents, including non-citizens residing in the U.S., must have either a Social Security Number ("SSN") or an Individual Taxpayer Identification Number ("ITIN") at the time of being notified as a potential winner to be eligible to win. All team members must meet the eligibility requirement to participate in the Contest. If one or more team members are found to be ineligible, their entries in the Contest will be deemed ineligible.

6. JUDGING

A Cleveland Metroparks employee will be present as a judge at each hole where the Closest to the Pin and Longest Drive Contests are taking place. In the event of a tiebreaker for any of the contests, there will be a closest to the pin putting contest to break the tie and determine a winner.

7. PRIZES

First Prize: One first prize will be awarded for "best overall team." The winning team will collectively receive \$1,200 in Cleveland Metroparks gift cards

Second Prize: One second prize will be awarded for "second overall team." The team will collectively receive \$600 in Cleveland Metroparks gift cards

Third Prize: One third prize will be awarded for "third overall team." The team will collectively receive \$400 in Cleveland Metroparks gift cards

Fourth Prize: One fourth prize will be awarded for "fourth overall team." The team will collectively receive \$300 in Cleveland Metroparks gift cards

Fifth Prize: One fifth prize will be awarded for "fifth overall team." The team will collectively receive \$200 in Cleveland Metroparks gift cards

Sixth Prize: One sixth prize will be awarded for "closest to the pin." The winner will receive a \$50 Cleveland Metroparks gift card

Seventh Prize: One seventh prize will be awarded for "longest drive." The winner will receive a \$50 Cleveland Metroparks gift card

8. PARTICIPANT ITEMS/LUNCH

All registered entrants who arrive at the event will receive complementary items including a golf towel and golf balls. Entrant's complimentary items will be in the golf cart after checking in. Items will display Cleveland Metroparks and Fox 8 News logos. Additionally, all entrants will receive a complementary lunch. Entrants may indicate their dietary preferences, as well as preferences for team members, during registration.

9. WINNERS LIST

To obtain a copy of the winners list or a copy of the Official Rules, 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, 2023 and must enclose a self-addressed stamped envelope.

10. PRIZE DISCLAIMER

All prize winners will be announced at the end of the Contest. Cleveland Metroparks management is the final judge on any decisions that are made regarding the Contest. Cleveland Metroparks reserves the right to change, cancel, shorten, or extend the Contest at any time without notice. Winners need not be present when winners are announced. If a winner cannot be contacted, is ineligible, or fails to claim a prize, the prize may be forfeited and provided to an alternative entrant. All winning entrants will be required to complete and return to Cleveland Metroparks a prize affidavit and release within five days of receipt. If a winning entrant fails to complete and return the affidavit and release to Cleveland Metroparks within five days of receipt, Cleveland Metroparks reserved the right to disqualify such entrant and select an alternative entrant for that prize. By completing and returning the affidavit and release, the entrant (1) confirms compliance with the Contest Official Rules and regulations; (2) releases and forever discharges Cleveland Metroparks, Fox 8 News, CrossCountry Mortgage, Serpentine Chevrolet and each of their affiliates and subsidiaries, and their advertising and promotional agencies from any and all claims, demands, damages, actions, and causes of action arising from the Contest, including but not limited to claims related to the acceptance or use of the prizes; and (3) gives express permission to Cleveland Metroparks, Fox 8, CrossCountry Mortgage, Serpentine Chevrolet to publish or otherwise use the entrant's name, address, photography, voice, and commands, without compensation, in any publicity carried out by Cleveland Metroparks, Fox 8 News, Serpentine Chevrolet, or their advertising agencies. The Contest 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 Contest or use of a prize won in connection with this Contest or the failure by the administrator to deliver the prize to the winner in accordance with the Contest's Official Rules. By participating in the Contest, each entrant agrees to release and hold harmless Cleveland Metroparks and its Board, employees, volunteers, officers, directors, agents, representatives, affiliates, subsidiaries, advertising and promotion agencies, from any and all losses, damages, rights, claims and actions of any kind in connection with the Contest 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.

11. LIMITATION OF LIABILITY

If for any reason the Contest is not capable of running as planned due to any causes beyond the control of Cleveland Metroparks which affects the administration, security, safety, fairness, integrity or proper conduct of this Contest, Cleveland Metroparks reserve the right to disqualify any individual who causes any such problem, and to

cancel, terminate, modify or suspend the Contest. Cleveland Metroparks assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation which may limit an entrant's ability to participate in this Contest.

By entering this Contest, each entrant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest 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 Contest, 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 Contest timeline, including without limitation, scheduling conflicts, labor strikes, epidemics, pandemics, severe weather, Acts of God, or other unforeseen events that disrupt the Contest.

Any claims, judgments, or awards shall be limited to actual out-of-pocket costs associated with entering this Contest. Entrant hereby waives any rights or claims to attorneys' fees, indirect, special, punitive, incidental, or consequential damages of entrant, whether foreseeable or not and whether based on negligence or otherwise.

Each entrant agrees to release, defend, indemnify and hold harmless the Hosts (Cleveland Metroparks and Fox 8 News) and Sponsors (CrossCountry Mortgage and Serpentine Chevrolet), agents for the Hosts and Sponsors, those working on their behalf and each of their respective officers, directors, representatives, employees, agents, successors and assigns from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to any entrant's participation in this Contest, or your acceptance, use, or misuse of any prize. Any and all disputes, claims and causes of action arising out of or in connection with this Contest shall be resolved individually without resort to any form of class action

12. APPLICABLE LAW

Contests are subject to all applicable federal, state, and local rules and regulations. By entering the Contest, entrants agree to abide by these Official Rules, the Contest rules posted on Cleveland Metroparks' Contest entry webpage and/or provided at the outing, and the decisions of Cleveland Metroparks, which are final. **VOID WHERE PROHIBITED BY LAW.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or these rights and obligations of entrants or Cleveland Metroparks in connection with this

Contest 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 valid or illegal provision were not contained herein.

The state and federal courts in Cuyahoga County have exclusive jurisdiction over any suit or other proceeding arising from, or in connection with, this Contest, these Official Rules, or the rights and obligations of entrants or Cleveland Metroparks in connection with this Contest. Each entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each entrant agrees to service of process by mail or other method acceptable under the laws of the State of Ohio.

13. SOCIAL MEDIA DISCLAIMER

a. **Facebook:** This Contest 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 Contest, 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 Contest 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 Contest, 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 Contest 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 Contest, 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 Contest 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 Contest, 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)).

14. DATA PROTECTION NOTICE

Entrants' personal information is protected by Cleveland Metroparks' Privacy Policy

15. PHOTO & VIDEO RELEASE

You hereby authorize Cleveland Metroparks, or its agents, and the Sponsors to use, reproduce, and/or publish photographs and/or video that may pertain to you (or your child/ward, having not attained the age of 18) - including your image, likeness and/or voice without compensation. You understand that this material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs), multimedia exhibits or for other related endeavors, including for commercial purposes. This material may also appear on Cleveland Metroparks or the Sponsor's internet web page and/or digital social media services.

By registering yourself for this Contest, you acknowledge that you have completely read and fully understand the above rules and release and agree to be bound thereby. You hereby release any and all claims against any person or organization affiliated with the Contest utilizing this material.