

**BEST MOMENT IN CLEVELAND SPORTS SWEEPSTAKES
PRESENTED BY JACK ENTERTAINMENT
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility: Best Moment in Cleveland Sports Sweepstakes, Presented by JACK Entertainment (the “*Promotion*”) is open to legal residents of the 50 United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of the Greater Cleveland Sports Commission (“*GCSC*”) and JACK Entertainment (the “*Sponsors*”) and Sponsors’ parent and companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate or win. Participants are subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsors’ decisions, which are final and binding in all matters related to the Promotion.
2. Promotion Period: The Promotion begins at 9:00 a.m. Eastern Time on January 3, 2023 and ends at 5:00 p.m. on January 17, 2023 (the “*Promotion Period*”).
3. Agreement to the Official Rules: By participating in the Promotion, entrant warrants that you fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsors, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. Consent: By participating in the Promotion, Entrant agrees and consents to the Sponsors sending the participant marketing materials from time to time, via electronic or print media unrelated to the Promotion. Procedures for opting-out of additional marketing and promotional materials after this Promotion may be found in Sponsors’ privacy policies found on their websites at <http://www.clevelandsports.org/Privacy-Policy> and <https://www.jackentertainment.com/cleveland/privacy-policy>.
- How to Enter: During the Promotion Period, the participant can enter the Promotion (an “Entry”) by visiting www.clevelandsports.org/bestmoment and providing the following on the Best Moment Page: full name, address, phone, email, photo, and a description of the Best Moment in Cleveland sports in the 2022 calendar year. The person named in the submission will be deemed the entrant (the “*Entrant*”). Entries are limited to one per Entrant. All Entries must be complete to be eligible. All Entries become property of the Sponsor. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed the name appearing on the Entry. Entrant agrees that Sponsors may use their Best Moment submission for marketing other purposes regardless of whether Entrant wins the Prize (as defined herein). **ENTRIES THAT CONTAIN PROFANITY OR VULGAR LANGUAGE, AS DETERMINED BY THE SPONSORS IN THEIR SOLE DISCRETION, WILL NOT BE CONSIDERED.**

5. Prizes and Average Retail Value (ARV): The winner of the Promotion will receive two (2) individual tickets to the 23rd Greater Cleveland Sports Awards. Tickets are valued at \$350 each (\$700 total). In addition, the winner of the Promotion will receive a JACK Cleveland Casino Staycation (\$550 total) including: One (1) night stay at The Ritz-Carlton Cleveland, two (2) JACK Cleveland Casino buffet passes, JACK Cleveland Casino \$100 Free Play card and complimentary JACK Cleveland Casino valet parking (the “**Prize**”). The odds of winning the prize will depend on the total number of entrants. Winners are responsible for all federal, state and local taxes, if any, with acceptance or use of any Prize. Prizes are provided “as is” and without any warranty of any kind. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion.

6. Winner Selection and Notification: The prize winner will be selected on or about January 18, 2023 at 3:00 p.m. EST, from among all eligible Entries. The winner will be notified via email within 24 hours from the day their name is selected (the “**Notice**”). Sponsors shall not have any liability for any Notice that is lost, intercepted or not received by a potential winner for any reason. The selected winner must, via the methods described in the Notice: (i) contact the Sponsors; and (ii) except where prohibited, sign and return an affidavit of eligibility, liability release, and publicity release (collectively, the “**Agreements**”) within 48 hours of notification. If a potential Prize winner fails to return the completed Agreements within that time, or if the Agreements are returned as undeliverable or if the potential Prize winner is deemed ineligible, the Prize will be forfeited and an alternate winner will be selected. All results of the selections are final and binding, subject to these Official Rules. In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry fails to comply with these Official Rules prior to delivery of the Prize, the Prize may be forfeited and awarded to an alternate winner. No more than the advertised number of Prizes will be awarded. Sponsor reserves the right to change the Prizes at any time. Beginning on or about January 20, 2023, you may obtain the name of the Prize winners by going to Greater Cleveland Sports Commission’s website.

7. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsors’ reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsors in their sole discretion. Sponsors reserve the right, in their sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Prizes are non-transferable and no substitution (cash or otherwise) is allowed. The Prize will be delivered within 48 hours after the conclusion of winner confirmation. Return of Prize or Prize notification as undeliverable may result in

disqualification and alternate selection. Winners, by accepting a prize and all entrants, as a condition of entry, agree, as applicable, to release and hold harmless Sponsors, their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, and promotional agencies and their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Promotion, from and against any and all liability, claims or actions of any kind whatsoever, for injuries, death, damages, or losses to persons or property which may be sustained in connection with submitting an Entry or otherwise participating in any aspect of the Promotion, the receipt, ownership or use of Prize awarded, or while preparing for, participating in or from any Prize-related activity or for any typographical or other error in these Official Rules or the announcement or offering of the Prize.

8. Disputes: As a condition of entering into the Promotion, and except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of competent jurisdiction located in Cuyahoga County, Ohio; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (4) all issues and questions concerning the construction, validity, interpretation and enforceability of these official rules or the rights and obligations of entrants or Sponsors in connection with the Promotion shall be governed by and construed in accordance with the laws of the state of Ohio 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. The Promotion is further governed by the Greater Cleveland Sports Commission's Privacy Policy and Terms of Use.
9. Grant of Publicity Rights and Interests: I fully and unconditionally assign, grant, and consent to GCSC and its designees, the following: (a) the absolute right to and ownership of any and all photographs, pictures, drawings, renderings, and videos of me, whether still or motion, my name, appearance, likeness and form, and sound tracks and recordings of my voice, as well as any and all printed matter, negatives or derivatives, and subsidiary rights related to the Promotion, any Prize, and the use of any Promotion Prize (collectively, the "Materials"); and (b) the absolute right to copyright, in GCSC's name, or otherwise, and to use, reuse, publish, republish, produce, reproduce, modify, and supplement the Materials, in whole or in part, for any purpose whatsoever, including, without limitation, advertising and promotions, anywhere in the world, without any additional compensation, consideration, or notice to me.