

## ESPN CLEVELAND'S MOVING BUSINESS FORWARD 2022

### OFFICIAL RULES

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.***

#### 1. DEFINITIONS

- a. "Nominator," "you," and "your" shall mean the business owner of the business submitting the Promotion Entry.
- b. "Business" shall mean the business entity nominated for the Promotion.
- c. "Entry" shall mean each successfully submitted and received entry package of the online entry form, confirmation of eligibility requirements, and conforming essay.

#### 2. HOW TO ENTER

- a. These rules govern the ESPN Cleveland Moving Business Forward promotion (the "Promotion") being conducted by Good Karma Brands 1301 E. 9<sup>th</sup> Street Suite 252, Cleveland, OH 44114 ("GKB"), KeyBank ("KeyBank") 100 Public Square, Cleveland, OH 44113, and Cavaliers Operating Company, LLC ("COC"), 1 Center Ct, Cleveland, OH 44115 beginning on Monday, June 27, 2022, at 11AM ET and ending on Friday, July 29, 2022, at 11:59 PM ET.
- b. To participate in the Promotion, you may enter via the following method(s):
  - i. To participate in the Promotion, you may log onto [www.espnlevelandcontests.com](http://www.espnlevelandcontests.com) and follow the links and instructions to enter the Promotion and submit your first and last name, your business category, your relationship to the Business you are nominating, complete business address, city, state, zip code, telephone number, your date of birth and a valid email address in the online entry form, as well as explain in 250 words or less why your Business should win the \$30,000 Advertising Campaign for your specific category. Only one Entry per Business per category is permitted. Entries will be deemed made by the authorized account holder of the email address submitted on the online entry form. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. Entries submitted will not be acknowledged or returned. Use of any device to automate Entries is prohibited. Proof of submission of an Entry shall not be deemed proof of receipt by GKB. GKB's computer is the official time keeping device for the Promotion. GKB is not responsible for Entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technological problems.

- c. By submitting an Entry, you hereby acknowledge and agree that the Entry, or portions thereof, may be shown on GKB's website, other social media channels, and on radio broadcasts and streaming online without prior consent by or notice to the Nominator or Business and for no additional compensation. Further, each Nominator certifies that the Entry is his or her own original work, and that he or she has the right to allow the publication of the Entry without restriction, that the Entry is suitable for publication (e.g. it does not contain any obscene, indecent, or defamatory content), and GKB's use of the Entry will not infringe the rights of any third parties (e.g., copyrights, rights of publicity, etc.). By entering, you agree to have your contact information shared with KeyBank and COC and other sponsors.
- d. Limit one (1) entry per eligible small business

### 3. ELIGIBILITY RESTRICTIONS

- a. Winning the Grand Prize is contingent upon fulfilling all requirements set forth herein. Nominator must be an owner of the Business being nominated. The Promotion is open to all for-profit business owners over the age of 18 whose Business meets the following criteria:
  - i. Must fit the designation of the category type for which the submission was entered.
  - ii. Annual revenue less than \$15 million (\$15,000,000) in fiscal year 2021;
  - iii. Located in Northeast Ohio
  - iv. Incorporated and active as a business for a minimum of two (2) years; and
  - v. May not be a business that is a religious institution, in the adult entertainment industry, a government entity, a school, a political affiliation or a marijuana-related business.
- b. For purposes of this contest, a Small Business can be organized as a sole proprietorship, partnership, corporation, or any other legal entity that falls within the Small Business Administration's ("SBA") size standard for its respective private sector industry in the United States. For additional details, visit the SBA's website at [www.SBA.gov](http://www.SBA.gov). Employees of GKB, its subsidiary and affiliated entities, GKB's advertising and promotional agencies, its participating sponsors, other radio stations in the Greater Cleveland metropolitan area and the members of their immediate families (spouse, parents, siblings, or children) and/or households (whether related or not) are ineligible to participate or win. Employees and immediate families of employees (spouse, parents, siblings, and children) of KeyBank, Cavaliers Holdings, LLC, the National Basketball Association ("NBA") and its Member Teams, NBA Properties, Inc. ("NBAP") and each of their respective parents, subsidiaries, affiliates, and related entities, as

well as each of the aforementioned parties' respective directors, officers, owners, members, employees and agents are not able to enter or win. This Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

- c. Listeners are eligible to win a prize in a Promotion conducted by GKB only once every seven (7) days and only once every thirty (30) days if the prize is valued over \$600. Only one (1) winner per household is permitted in any GKB promotion.
- d. The winner must provide valid government-issued photo identification and provide his or her complete address, date of birth and phone number to claim a prize.
- e. Entrants are required to provide truthful information and GKB will reject and delete any entry that it discovers to be false or fraudulent. GKB will disqualify any entry from individuals who do not meet the eligibility requirements.

### 3. PRIZES

- a. Four (4) prizes will be awarded in this Promotion:
  - One (1) grand prize selected from the qualifier winners will consist of the following:
    - \$30,000 advertising campaign with 850 ESPN Cleveland + use of a Rocket Mortgage FieldHouse private suite for a mutually agreed upon Cavaliers 2022-23 regular season home game (particular suite location to be determined by COC in its sole discretion). Included will be 18 game tickets, 2 parking passes and a base food and beverage package, valued at \$5,000.
    - The Approximate Retail Value ("ARV") of the prize is \$35,000+. The winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Prize. GKB accepts no responsibility for repairing any real or supposed damage to any prize.
  - One (1) Veteran-Owned Category qualifier prize will consist of the following:
    - KeyBank will purchase two thousand and five hundred dollars (\$2,500) worth of gift cards from their business to utilize in future giveaways to help drive traffic to their location. (ARV=\$2,500)
  - One (1) Women-Owned Category:
    - KeyBank will purchase two thousand and five hundred dollars (\$2,500) worth of gift cards from their business to utilize in future giveaways to help drive traffic to their location. (ARV=\$2,500)

- One (1) Minority-Owned Category:
  - KeyBank will purchase two thousand and five hundred dollars (\$2,500) worth of gift cards from their business to utilize in future giveaways to help drive traffic to their location. (ARV=\$2,500)
  
- b. All entries will be invited to the Moving Business Forward Networking Mixer event on (Event date TBD) at Rocket Mortgage Fieldhouse located at 1 Center Court, Cleveland, OH 44115.
  
- c. GKB will notify and announce the qualifiers and grand prize winner at our Moving Business Forward Networking Mixer event on (Event date TBD) .
  
- d. Winner must claim the Grand Prize by contacting GKB and scheduling a meeting with a Marketing Consultant from the Station. In the meeting, they will outline the winner's business growth goals and objectives to match advertising assets that amount in a total of \$30,000 over a 26-week period ("Advertising Campaign"); all commercial production is included in the Grand Prize and the Advertising Campaign will begin in October 2022 and will end by April 2022. A Cavaliers Suites Representative will be in contact with winner to schedule the Rocket Mortgage FieldHouse private suite for mutually agreed upon Cavaliers 2022-23 regular season home game. The Advertising Campaign can include radio commercials, events and contests, segment sponsorships, and social media content. The Winner forfeits any prize if not claimed within ten (10) days of GKB's notification.
  
- e. There is no substitution, transfer, or cash equivalent for prizes, except that GKB may, at its sole discretion, substitute prizes or cash of comparable value. The prizes are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities, or any other expenses. Other restrictions may apply.

#### 4. WINNER SELECTION AND NOTIFICATION

- a. Decisions of GKB management with respect to the Promotion are final.
  
- b. GKB's Station's Market Manager, Director of Content and Director of Marketing and Sales will select a Winner and two alternative runners-up based on the Business with the most compelling essay that also meets all eligibility requirements. Essays will be judged based on five criteria: Nominator's passion for the Business, innovation during and response to the COVID-19 pandemic, employee loyalty, impact on Business's neighborhood/community, and overall Business culture.

- c. In the event a unanimous decision is not reached between GKB's Station's Market Manager, Director of Content and Director of Marketing and Sales, the Station's Marketing Manager will select between the two finalists.
- d. Winner will be selected at the ESPN Cleveland Moving Business Forward Networking Mixer event on (Event Date TBD) and will be announced on-air on the Station following the event.
- e. Odds of winning a Qualifying Prize depends upon the number of Entries received.
- f. Winner will be notified by both phone and email, as provided on the Entry, on (Event Date TBD) after Winner is announced at the ESPN Cleveland Moving Business Forward Networking Mixer event.
- g. In order to be confirmed as a Winner, and without limitation of any other terms herein, each potential Winner may be required upon GKB's reasonable request to provide satisfactory proof, as determined by GKB in its sole discretion, that such potential Winner is an eligible Nominator/nominee, including but not limited to providing a copy of a potential Winner's government-issued identification and/or additional information required by GKB in order to verify eligibility and compliance with these Official Rules and be declared an official Winner.
- h. The Winner must execute and return any required documentation, affidavit of eligibility, and/or liability/publicity release ("Prize Claim Documents") within ten (10) days of GKB's notification to Winner or Winner forfeits and an alternate winner will be selected. If a potential winner cannot be contacted, fails to sign, and return the Prize Claim Documents within the required time period, if the Prize Claim Documents or any required information or eligibility requirements are inadequate or not met, or if a Grand Prize and/or Winner notification is returned as undeliverable, the potential winner forfeits the prize.
- i. THE POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY GKB, AND GKB AND SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION.

## 5. CONDITIONS

- a. By submitting an Entry, each Nominator and Winner agrees to: (a) comply with and be bound by these Official Rules and the decisions of GKB which are binding and final in all matters relating to this Promotion; (b) release and hold harmless GKB, the Sponsor, COC, the NBA, NBAP, their respective parent companies, affiliates, and subsidiaries, and the officers, directors, employees, representatives, and agents (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not

limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's Entry, creation of an Entry or submission of an Entry, participation in the Promotion, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of an Entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to a Nominator's and Winner's participation in the Promotion and/or Nominator's and Winner's acceptance, use or misuse of prize(s).

- b. Payments of all federal, state, and local taxes are solely the responsibility of the Winner. The Winner will be required to complete and submit to GKB an IRS Form W-9 with the Winner's full Taxpayer ID (EIN) for receipt of any prize valued at \$600 or more or for any prizes awarded by GKB in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize. Such prizes of \$600 or more will be reported to the IRS.
- c. By participating in the Promotion, the Winner agrees to have the Winner's name, Business name, voice and likeness used in any advertising or broadcasting material relating to the Promotion without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the Grand Prize.
- d. Prior to awarding any prize(s) or prize certificate(s), GKB, in its sole discretion, may require Promotion winner(s) (and any travel companion(s) or guest(s)) to sign a liability release, agreeing to release and hold harmless GKB, its subsidiary and affiliated entities, their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the prize and participation in the Promotion.
- e. If for any reason this Promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of GKB that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, the Station reserves the right to cancel, terminate, suspend, or modify the Promotion. If the Promotion is terminated before the original end date, GKB reserves the right to select the winner(s) by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting winner(s).

- f. GKB, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of GKB's website. Failure to comply with the rules of the Promotion may result in a contestant's disqualification and/or forfeiture of any prize or prizes. If GKB makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with a Promotion, GKB reserves the right to disqualify that entrant from entering and/or winning future Promotions and to prosecute and seek damages to the fullest extent permitted by law.
- g. GKB reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of GKB, any competition or prize-related event or travel is delayed, rescheduled, postponed, or cancelled, GKB reserves the right, but not the obligation, to cancel, terminate, suspend, or modify the Promotion and shall not be required to award a substitute prize.
- h. GKB is not responsible for typographical or other errors in the printing, the offering, or the administration of the Promotion or in the announcement of a prize.
- i. The invalidity or unenforceability of any provision of these Official 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 Official 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.
- j. GKB's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.
- k. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by Friday, July 29, 2022 to "ESPN Cleveland's Moving Business Forward 2022– Official Rules," Attn: Promotions, GKB 1301 E. 9<sup>th</sup> Street Suite 252, Cleveland, OH 44114. For the names of the prize winners send a self-addressed stamped envelope for receipt by Tuesday, September 27, 2022 to the above address marked "ESPN Cleveland's Moving Business Forward 2022 – Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of GKB and may be posted online at [www.espncllevelandcontests.com](http://www.espncllevelandcontests.com).

## 6. PRIVACY

- a. By use of GKB's website or by entering the Promotion through GKB's website, you agree to the website's Terms of Use Agreement located at

[www.espnlevelandcontests.com](http://www.espnlevelandcontests.com) and to the use of your personal information as described in the Privacy Policy located at [www.espnlevelandcontests.com](http://www.espnlevelandcontests.com).

**Administrator:** GKB 1301 E. 9<sup>th</sup> Street Suite 252, Cleveland, OH 44114

**Sponsor:** KeyBank (“KeyBank”) 100 Public Square, Cleveland, OH 44113, and Cavaliers Operating Company LLC, 1 Center Ct, Cleveland, OH 44115



