

BIG GAME FLYAWAY CONTEST 2024

OFFICIAL RULES

(amended 12/8/2023 to include new conditions)

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

ESPN Cleveland, Circle K, and Mars Wrigley are giving fans the chance to win a trip to Las Vegas February 8, 2024 through February 12, 2024, an ESPN-themed experience, a \$500 NFL Shop gift card, and \$4,000 worth of Stubhub gift cards to be used towards the purchase of game tickets. Fans may enter by locating and scanning the Big Game Flyaway QR code at participating Circle K Northeast Ohio locations and following the links to fill out the online registration form on www.ESPNClevelandContests.com. The entry period for the contest will begin at 3:00 PM ET on Wednesday, November 29, 2023 and close at 11:59 PM on Friday, December 29, 2023. Fans must be 18 years of age or older as of the date of entry and from the state of Ohio to be eligible for the contest. These will be only one (1) Grand Prize winner randomly selected to win this contest for themselves and one (1) guest. The Grand Prize includes round-trip airfare for two (2) people, four (4)-night hotel accommodations for two (2) people, an ESPN-themed experience, and four (4) \$1,000 Stubhub e-gift cards. The Approximate Retail Value of the Grand Prize is \$10,000.

1. HOW TO ENTER

- a. These rules govern the Big Game Flyaway promotion (the “Promotion”) being conducted by ESPN Cleveland, 1109 Old River Road, Cleveland, Ohio 44113 (“GKB”) beginning on Wednesday, November 29, 2023 at 3:00PM and ending on Friday, December 29, 2023 at 11:59 PM.
- b. To participate in the Promotion, you may enter via the following method(s):
 - Locate and scan a Big Game Flyaway QR code in select Northeast Ohio Circle K locations.
 - Complete the online register to win form at www.ESPNClevelandContests.com.
- i. To participate in the Promotion, you may scan the Big Game Flyaway QR code at select Circle K Northeast Ohio locations or log onto www.ESPNClevelandContests.com and follow the links and instructions to enter the Promotion. You may be asked to submit your first and last name, complete address, city, state, zip code, telephone number, date of birth, and a valid email address in the online entry form. All potential winners are subject to verification and must meet the eligibility requirements as outlined in these contest rules before any prize will be awarded. There will be one (1) Grand Prize winner as a result of this Promotion.

- ii. Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. 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 entry 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. Only one internet entry per person and one internet entry per email address is permitted.
- d. Entrants must be 18 years or older to participate.

2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons who are 18 years of age and above and who reside in the state of Ohio. Employees of GKB, its subsidiary and affiliated entities, GKB's advertising and promotional agencies, the participating sponsors of this promotion, employees of Mars Wrigley Confectionery US, LLC and its parent affiliates and subsidiaries, other radio stations in the Cleveland metropolitan area, and the members of their immediate families (spouse, parents, siblings, or children) and/or households (whether related or not) of all of the foregoing are ineligible to participate or win. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
- b. Entrants 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.
- c. 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.
- d. 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. One (1) Grand Prize will be awarded in this Promotion. The prize consists of the following:

- Round-trip airfare for winner and guest to fly to Las Vegas, Nevada from Cleveland, Ohio on Thursday, February 8, 2024 and return to Cleveland, Ohio from Las Vegas, Nevada on Monday, February 12, 2024
- Four (4)-night hotel stay for winner and guest in the greater Las Vegas area
 - Exact flight and hotel details to be determined by GKB
- ESPN-themed experience to be determined by GKB
- Four (4) \$1,000 Stubhub e-gift cards to be used at the Grand Prize winner's discretion
- One (1) \$500 NFL Shop e-gift card

The Approximate Retail Value ("ARV") of the prize is \$10,000. Certain travel restrictions may apply. Travel arrangements must be made through GKB. Prize is subject to availability. If the winner cannot travel on dates specified by GKB, the winner may be disqualified and an alternate winner may be selected in GKB's sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, tips and ground transportation to/from the airport and/or to/from the hotel, are the responsibility of the winner. The winner and travel companion must travel on the same itinerary and are responsible for obtaining all required travel documents, including, without limitation, passports for international travel. If applicable, the winner may be required to present a valid credit card upon hotel check in to cover any incidental expenses incurred during the winner's stay. The winner and travel companion must sign a Publicity, Liability Waiver, and Travel Release form prior to traveling. If a selected event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, or for any reason beyond the control of the Station, the Station's sole responsibility to the winner will be to award the remaining available portion of the prize and no substitution or compensation will be provided for the unawarded portion of the prize. GKB reserves the right to remove or to deny entry to the winner and/or travel companion if either engages in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person at the ESPN-themed experience.

Four (4) \$1,000 Stubhub e-gift cards and one (1) \$500 NFL Shop e-gift card will be emailed directly to the Grand Prize winner. The four (4) Stubhub e-gift cards may be redeemed online only while making a purchase on Stubhub.com. The one(1) NFL Shop e-gift card while making a purchase on NFLShop.com. The gift certificates will be subject to the terms and conditions as set forth by the issuer of the gift certificates.

- b. GKB will make all final decisions relating to travel accommodations. To accept the prize, the winner must complete and return all required prize forms to GKB within (10) business days of being selected as the winner. Required prize forms include but are not limited to an Accepting Prize Form and W-9. Any prize not accepted within (10) business days will be forfeited, and another eligible winner will be randomly selected in their place. GKB is not responsible for the safe arrival of a prize or prize certificate.
- c. 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. There will a total of one (1) Grand Prize winner selected during the Promotion dates. The one and only winner will be randomly selected and notified of winning by phone by an ESPN Cleveland representative on Tuesday, January 2, 2024 between the hours of 9AM and 6PM ET.
- c. Odds of winning the Grand Prize depends upon the number of entries received, the ability to meet eligibility requirements, and random selection.
- d. The Grand Prize winner need not listen to ESPN Cleveland to win. The Grand Prize winner need not be present to win.
- e. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize will be forfeited, and an alternate winner may be randomly selected. If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

5. CONDITIONS

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner. The winner will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent 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 winnings of \$600 or more will be reported to the IRS.

- b. By participating in the Promotion, the winner agrees to have the winner's 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 prize by sponsors or their affiliates.
- c. 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.
- d. **BY ENTERING THE PROMOTION OR ACCEPTING ANY PRIZE, EACH ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND AGREES THAT GKB, SPONSORS AND ALL OF THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS PROMOTION (COLLECTIVELY, "SPONSOR INDEMNITEES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY, THE ENTRANT FOR ANY LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND, INCLUDING PROPERTY, PERSONAL INJURY OR DEATH DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS PROMOTION OR ANY PRIZE RELATED ACTIVITY. SPONSOR INDEMNITEES DISCLAIM ALL WARRANTIES AND THE SELECTED PRIZE WINNERS WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EACH ENTRANT AGREES TO RELEASE, INDEMNIFY AND HOLD THE SPONSOR INDEMNITEES HARMLESS FROM AND AGAINST ANY CLAIMS OF LIABILITY, LOSS OR DAMAGE, JUDGMENTS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND ATTORNEY'S DISBURSEMENTS) ARISING OUT OF OR INCURRED IN CONNECTION WITH THEIR PARTICIPATION IN THIS PROMOTION OR THE ACCEPTANCE OR USE/MISUSE OF ANY PRIZE AWARDED BY SPONSOR.**
- e. **THE SPONSOR INDEMNITEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST PROFITS, WHICH MAY OR DOES RESULT FROM THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS PROMOTION OR ANY PRIZE RELATED ACTIVITY, REGARDLESS OF LEGAL THEORY, EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF**

THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF THE SPONSOR INDEMNITEES IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS PROMOTION OR ANY PRIZE RELATED ACTIVITY EXCEED THE AMOUNT OF THE PRIZES.

- f. 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).
- g. 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.
- h. 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.
- i. 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.
- j. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by Friday, December 29, 2023 to "Big Game Flyaway Contest 2024 – Official Rules," Attn: Promotions, GKB 1109 Old River Road, Cleveland, Ohio 44113. For the names of the prize winners send a self-addressed stamped envelope for receipt by Tuesday, February 27, 2024 to the above address marked "Big Game Flyaway Contest 2023 – 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.ESPNClevelandContests.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.ESPNClevelandContests.com and to the use of your personal information as described in the Privacy Policy located at www.ESPNClevelandContests.com.

Administrator: GKB 1109 Old River Road, Cleveland, Ohio 44113

Sponsor: Circle K and Mars Wrigley Confectionery US, LLC

