

MOVING BUSINESS FORWARD 2025

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 (defined below) Entry (defined below).
- b. "Business" shall mean the business entity nominated for the Promotion (defined below).
- c. "Entry" or "Entries" 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 Broadcasting LLC 1109 Old River Road, Cleveland, Ohio 44113 ("GKB"), KeyBank N.A ("KeyBank") 127 Public Square, Cleveland, Ohio 44114, and Cavaliers Operating Company, LLC ("COC"), 1 Center Ct., Cleveland, Ohio 44115, beginning on Monday, July 7, 2025 at 10:00AM EST and ending on Sunday, August 24th, at 11:59PM EST.
- b. To participate in the Promotion, you may enter via the following method(s):
 - i. **Online:** To participate in the Promotion, you may log onto www.espnCLEVELANDcontests.com and follow the links and instructions to enter the Promotion and submit your first and last name, your relationship to the Business you are nominating, your business category & industry, complete business address, city, state, zip code, telephone number, your date of birth and a valid email address and other requested details in the online entry form, as well as explain in two-hundred and fifty (250) words or less why your Business should win the thirty-thousand dollar (\$30,000) Advertising Campaign (defined below). Only one internet entry per Business is permitted. Internet 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. 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. Each entrant must agree to GKB's online submission release in order to submit his or her entry.

- ii. **Electronic Mail:** You can alternatively enter by sending an email to kbalmert@goodkarmabrands.com, including all of the following information; first and last name, your Business category & industry, 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, as well as explain in two-hundred and fifty (250) words or less why your Business should win the thirty-thousand dollar (\$30,000) Advertising Campaign (defined below). All information must be clearly displayed/written and included. Entries will be entered into the Promotion based on the date of receipt. Proof of sending does not constitute proof of delivery. To avoid confusion, entrants cannot enter by both the online method and electronic mail method, only one (1) entry per eligible small Business.
- 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.
- d. Limit one (1) entry per eligible small Business.

CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY INDIVIDUAL ATTEMPTING SUCH ACTIONS TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

3. ELIGIBILITY RESTRICTIONS

- a. Winning the Grand Prize (defined below) 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 or eighteen (18) whose Business meets the following criteria:

- i. Annual revenue over 1 million dollars (\$1,000,000) and less than ten million dollars (\$10,000,000) in fiscal year 2024; and
- ii. Located in Northeast Ohio, as defined by the business address falling within any of the following counties:
 - a. Ashland
 - b. Ashtabula
 - c. Carroll
 - d. Columbiana
 - e. Crawford
 - f. Cuyahoga
 - g. Geauga
 - h. Holmes
 - i. Jefferson
 - j. Lake
 - k. Lorain
 - l. Mahoning
 - m. Medina
 - n. Portage
 - o. Richland
 - p. Stark
 - q. Summit
 - r. Trumbull
 - s. Tuscarawas
 - t. Wayne;and
- iii. Incorporated and active as a Business for a minimum of two (2) years; and
- iv. May not be a business that is a religious institution, in the adult entertainment industry, tobacco or firearms industry, a government entity, a school, a political affiliation or a marijuana-related business.

Employees of GKB, its subsidiary and affiliated entities, GKB's advertising and promotional agencies, and partners (past and present, investing or trade); 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. State or federal public officers, members of the legislature, local government officials or government employees, anyone in their immediate families (including, but not limited to; spouses, domestic partners, parents, children, and

siblings and their respective spouses, regardless of where they reside), and household members of each (whether related) are not eligible to participate or win.

- b. 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 six-hundred dollars (\$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. Qualifying prizes will be awarded in this Promotion:
 - One (1) Grand Prize will be awarded to a winner selected from all qualified entries. The Grand Prize includes the following:
 - A thirty-thousand dollar (\$30,000) advertising campaign with 850 ESPN Cleveland and use of a Rocket Mortgage Fieldhouse private suite for a mutually agreed upon Cavaliers 2025-26 regular season home game (particular suite location to be determined by COC in its sole discretion). Included will be eighteen (18) game tickets, two (2) parking passes and a base food and beverage package, valued at eight-thousand dollars (\$8,000).
 - The Approximate Retail Value (“ARV”) of the Grand Prize is thirty-eight thousand dollars (\$38,000). The winner will be solely responsible for all taxes and fees and expenses not specified herein and that are associated with the receipt and use of the Grand Prize. GKB accepts no responsibility for repairing any real or supposed damage to the Grand Prize.
 - Six (6) Secondary Prize winners will be selected from all qualified entries. Each secondary prize includes the following:
 - A schedule of recorded commercials to air over the course of four (4) weeks on 850 ESPN Cleveland.
 - The Approximate Retail Value (“ARV”) of the secondary prize is two thousand dollars (\$2,000). The winner will be solely responsible for all taxes and fees and expenses not specified herein and that are associated with the receipt and use of the Grand Prize. GKB accepts no

responsibility for repairing any real or supposed damage to the secondary prize.

- b. All qualified Entries will be invited to the Moving Business Forward Selection Event on Wednesday, September 3, 2025 at Rocket Mortgage Fieldhouse.
- c. GKB will notify and announce the secondary and Grand Prize winner at our Moving Business Forward Selection Event on Wednesday, September 3, 2025.
- d. Grand Prize winner must claim the Grand Prize by contacting GKB and scheduling a meeting with a marketing consultant from GKB. In the meeting, they will outline the Grand Prize winner's Business growth goals and objectives to match advertising assets that amount to a total of thirty-thousand dollars (\$30,000) over a twenty-six (26) week period ("Advertising Campaign"); all commercial production is included in the Grand Prize and the Advertising Campaign will begin in October, 2025 and will end by April, 2025. A Cavaliers Suites Representative will be in contact with Grand Prize winner to schedule the Rocket Mortgage Fieldhouse private suite for a mutually agreed upon Cavaliers 2025-26 regular season home game. The Advertising Campaign can include radio commercials, events, contests, segment sponsorships, and social media content. The Grand Prize winner forfeits the Grand Prize if not claimed within ten (10) calendar 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 Marketing, and Office Administrator will select a winner and two (2) alternative runner-up based on the Business with the most compelling essay that also meets all eligibility requirements. Essays will be judged based on five (5) criteria: Nominator's passion for the Business, employee engagement, impact on Business' neighborhood/community, and overall Business culture.
- b. In the event a unanimous decision is not reached between GKB's Market Manager, Director of Marketing, and Office Administrator, the Station's Market Manager will select between the two finalists.
- c. The winners will be notified at the ESPN Cleveland Moving Business Forward Selection Event on Wednesday, September 3, 2025 and will be announced on-air on the Station following the event.

- d. Odds of winning a Prize depends upon the number of qualified entries received.
- e. The winners will be notified by both phone and email, as provided on the Entry, on Thursday, September 4, 2025 after winners are announced at the ESPN Cleveland Moving Business Forward Selection Event.
- f. 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 the Official Rules and be declared an official Winner.
- g. The Winner must execute and return any required documentation, affidavit of eligibility, and/or liability/publicity release ("Prize Claim Documents") within ten (10) calendar days of GKB's notification to winner or winner forfeits any Prizes 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's notification is returned as undeliverable, the potential winner forfeits any Prizes.
- h. 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.
- i. THE MENTION OF ANY ENTITY, OR SELECTION OF AN ENTITY AS A POTENTIAL WINNER OR WINNER DOES NOT CONSTITUTE OR IMPLY ANY ENDORSEMENT, APPROVAL OR AGREEMENT WITH THE ENTITY OR ITS VIEWPOINTS BY GKB, KEYBANK AND COC AND NO SUCH ASSOCIATION OR ENDORSEMENT SHOULD BE INFERRED.

5. CONDITIONS

- a. By submitting an Entry, each Nominator and winner agree to:
 - i. 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
 - ii. Release and hold harmless GKB, the Sponsor(s), KeyBank, 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 of 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 any Prizes and/or the broadcast, exploitation or use of an Entry; and

- 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) 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.
- 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 any Prizes.
- 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. THIS PROMOTION AND ITS OFFICIAL RULES SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF OHIO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, each entrant agrees that all disputes that cannot be resolved between the parties, and all causes of action arising out of or connected with this Promotion, shall be resolved individually without resort to any form of class action and exclusively before a court having jurisdiction located in Cuyahoga County, Ohio. In any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental or consequential damages, including reasonable attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., evidenced costs associated with entering this Promotion). Entrant further waives all rights to have damages multiplied or increased.
- l. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.
- m. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by Sunday, August 24, 2025 to "Moving Business Forward 2025– Official Rules," Attn: Promotions, GKB 1109 Old River Road, Cleveland, OH 44113. For the names of the prize winners send a self-addressed stamped envelope for receipt by Tuesday,

November 26, 2025 to the above address marked “Moving Business Forward 2025 – 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 and Sponsor: GKB 1109 Old River Road, Cleveland, Ohio 44113