

## **THE Cleveland Marathon "Opening Registration Giveaways" PROMOTION OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. ALL ENTRANTS MUST HAVE A VALID E-MAIL ADDRESS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

By entering the Cleveland Marathon's "Opening Registration Giveaways" ("The Contest"), you agree to accept and be legally bound by the Terms and Conditions ("Terms and Conditions") contained herein. Cleveland Marathon may modify these Terms and Conditions at any time. You agree not to use any system, processes, technologies, programming, or other methods to modify, disable, subvert, or otherwise change the mechanism by which the Contest operates. Notice of changes to these Terms and Conditions will be posted on the [www.clevelandmarathon.com](http://www.clevelandmarathon.com) website.

**1) ELIGIBILITY:** The contest is open to all legal residents of the continental US who are 18 years of age or older. Void in Rhode Island, Puerto Rico, and where prohibited by law. Employees, officers and directors of Cleveland Marathon, Inc. ("Cleveland Marathon") its affiliated companies, subsidiaries, advertising and promotion agencies, any and all other entities directly associated with this Sweepstakes or CLEVELAND MARATHON, as well as the immediate family members and members of the same household of any of the above are NOT ELIGIBLE to participate. Cleveland Marathon ("Sponsor") is not responsible for any failure to receive entries due to transmission failures and/or other conditions beyond its reasonable control.

**2) TIMING:** The Contest will run for 10 days beginning on Monday, July 2 until Wednesday, July 11 ("Contest Period"). Anyone, whether registered or not, will be eligible to sign up to win. During the Contest, a sign-up link will be available to enter name and email. One person will be chosen randomly from the sign-up list by Cleveland Marathon officials. The Cleveland Marathon Administrator's computer is the official time-keeping device for the Contest.

**3) TO ENTER:** All participants must submit their name and email address starting at 12 AM ("EST") on July 2 during the above referenced Entry Period. Limit one entry per person

Entry or Participation in the Contest constitutes entrant's full and unconditional acceptance and agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Contest. Winning Prizes are contingent upon fulfilling all requirements set forth herein.

**4) PRIZE:** A total of three (3) Prize winners will receive one (1) prize each. Prizes may vary and may not be exchanged for cash. If lost or stolen, this prize cannot be replaced. Prizes include: 1) 2 Tickets to a Cleveland Indians Game; 2) 2 Two-Day Tickets to Cedar Point plus parking and 3) \$100 gift card to Pickwick and Frolic.

**5) SELECTION OF WINNERS:** The three (3) winners will be randomly selected from all eligible replies received on the dates referenced within the entry period. Race official decisions are final. The winners will be notified by Cleveland Marathon via email on July 12. Each Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of Prizes will be allowed. The winner will have five (5) calendar days from notification to accept the Prize. Winner must respond via direct email and provide contact information. Failure to respond to notification, to provide contact information, or to respond to follow up call or claim prize when required may result in disqualification and selection of an alternate winner if time allows. In the event of a dispute as to the identity of any entrant, the entrant is deemed the "Authorized Account Holder" of the e-mail address at time of the entry.

The odds of winning a prize depend on the total number of entries received as outlined above. Non-compliance with the time periods and other conditions of these Official Rules or return of any notification as undeliverable will result in disqualification and, at Cleveland Marathon's discretion; prize may be awarded to an alternate winner.

**6) PRIZE CONDITIONS:** Winner is solely responsible for all applicable federal, state, and local taxes associated with the receipt of any prize. The winner's entry and acceptance of the prize offered constitutes permission (except where prohibited) for Cleveland Marathon to use said winner's name, photograph, likeness, statements, biographical information, location (city and state), in all forms of media, in perpetuity, without notice or further compensation.

CLEVELAND MARATHON reserves the right to make changes in the rules of the contest, including the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of Cleveland Marathon, any competition or prize related event is delayed, rescheduled, postponed or cancelled, Cleveland Marathon reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.

Cleveland Marathon reserves the right to substitute a prize or portion thereof with one of equal or greater value if entire prize or a portion of a prize is unavailable. No substitution or assignment of prize permitted, except by Cleveland Marathon at its sole discretion.

**7) LIMITATIONS OF LIABILITY:** Sponsor reserves the right in its sole discretion to disqualify any individual who is found attempting to deliberately tamper with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in a disruptive manner, with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person. Cleveland Marathon assumes no responsibility for any error, omission, interruption, deletion, delay in operation or transmission, communications line failure, destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for electronic transmission errors or for technical malfunctions of any kind.

**CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CLEVELAND MARATHON RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**8)GENERAL:** If for any reason, the Contest is not operating as intended, as a result of infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Cleveland Marathon reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Cleveland Marathon assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Cleveland Marathon is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any entry to be received by Cleveland Marathon on account of technical or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.

The Contest is provided to you "as is" and you agree to use it at your sole risk. Cleveland Marathon expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

You expressly understand and agree that Cleveland Marathon shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Cleveland Marathon has been advised of the possibility of such damages), resulting from:

- i. the inability to participate in the Contest;
- ii. unauthorized access to or alteration of your transmissions or data;
- iii. statements or conduct of any third party; or
- iv. any other matter relating to the operation of the Contest

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest 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 Contest 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.

**9)RELEASE:** By receipt of any Prize, winner agrees to release and hold harmless Cleveland Marathon and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**10)PUBLICITY:** Except where prohibited by law, entry or participation in the Contest constitutes the winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, nationwide, without further payment or consideration.

**11)LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) technical or human error which may occur in the administration of the Contest; or (4) late, lost, undeliverable, damaged or stolen mail; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to select another entry from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered. No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these

Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims.

**12) WINNERS LIST:** The winners name or name of the winner provided will be published on Cleveland Marathon social media outlets.

**13) DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of 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 Contest, but in no event attorneys' fees; and (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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Ohio.

**14) SPONSOR:** The Sponsor of this Sweepstakes is Cleveland Marathon, Inc. 29525 Chagrin Blvd., Suite 215, Pepper Pike, OH 44122.

*Cleveland Indians, Cedar Point and Pickwick and Frolic are not affiliated with this Sweepstakes in any way and are not responsible for the administration of the Sweepstakes or the awarding of prize.*