

DAYTON LIVE

Victor's Holiday Adventure Sweepstakes

Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO, ALASKA, HAWAII AND WHERE PROHIBITED BY LAW. OPEN TO LEGAL U.S. RESIDENTS 18 YEARS OR OLDER.

ELIGIBILITY. The Victor's Holiday Adventure Sweepstakes (the "Sweepstakes") is open to legal residents within the 48 contiguous United States and District of Columbia who are at least eighteen (18) years of age at the time of entry. Employees of Victoria Theatre Association dba Dayton Live, 138 North Main Street, Dayton, Ohio 45402 (the "Sponsor") and the Sponsor's affiliates, subsidiaries, representatives, promotion and advertising agencies, employees, directors, officers, and the immediate families (spouses, parents, children and siblings, and their respective spouses) and those living in the same household of each are not eligible.

ENTRY PERIOD. The Sweepstakes Period begins on December 3, 2020 at 7 p.m. and ends on December 31, 2020 at 11:59 p.m. Entries may be submitted at any time during the Sweepstakes Period in accordance with these official rules, and submission of entries are subject to the limitations set forth in these official rules. Entry in the Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes, whether sponsored by the Sponsor or otherwise.

HOW TO ENTER. There is **NO PURCHASE NECESSARY** to participate in the Sweepstakes. A purchase does not increase your chances of winning. By entering the Sweepstakes and/or posting to Sponsor's Facebook or Instagram post announcing the Sweepstakes, participants agree to accept and be bound by these official rules. Any decisions made by the Sponsor in relation to the Sweepstakes shall be final and binding. Eligible persons wishing to enter the Sweepstakes can do so through the methods described below:

- i. Complete the Victor's Holiday Sweepstakes Form at <https://www.daytonlive.org/victors-holiday> with the correct answer.

Limit one (1) entry per person during the Sweepstakes Period. Entrants are responsible for ensuring that their entries are properly made in accordance with these official rules. The Sponsor is not responsible for any entries that are not properly made in accordance with these official rules or any entries not received during the Sweepstakes Period regardless of cause. In the event of a dispute regarding an online entry, the entry will be deemed to have been submitted by the owner of the email address associated with the form that was used to enter the Sweepstakes. The owner of the email address shall be the natural person who is assigned to be the authorized account holder of the email address, as determined by the relevant entity responsible for supplying and/or providing the email address service.

DISQUALIFICATION. The Sponsor reserves the right, in its sole discretion, to disqualify any individual who interferes with or manipulates the entry process or attempts to enter contrary to these official rules. The use of any automated computer programs and other automatic means to enter the Sweepstakes is prohibited and will result in disqualification. Any attempt by any individual to obtain more than the stated number of entries by using multiple or different email addresses, accounts, identities, registrations, logins, or any other methods will void such entries and that individual may be disqualified.

RANDOM PRIZE DRAWING; NOTIFICATION OF WINNER(S); ODDS. The Sponsor will randomly select **one (1) submission** from among all eligible entries received during the applicable Sweepstakes Period. The Sponsor will conduct its random selection of a winner for each Sweepstakes Period on or around January 6, 2021. The Sponsor's random selection of the potential winner is final and binding in all respects. The potential winner will be contacted via email by the Sponsor. The potential winner will be instructed to contact the Sponsor directly and provide the Sponsor with their contact information in order to receive the applicable prize. If a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner randomly selected by the Sponsor among all eligible entries received. Only three (3) alternate selections will be made, after which the prize

will remain un-awarded. **Limit one prize per person.** The odds of winning will depend upon the number of eligible entries received.

PRIZE. The following prize will be awarded to each winner of a Sweepstakes Period. The approximate retail value (the “APV”) of the prize is stated below.

- i. One (1) Dayton Live \$50 gift certificate.

The Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.** Prize details and availability are subject to change, and the Sponsor reserves the right to substitute any prize with prize of equal or greater value in its sole discretion. Prizes consist only of the item(s) listed and are non-transferable. Prizes cannot be redeemed for cash or otherwise substituted, except in the Sponsor's sole discretion. Any and all federal, state, or local taxes on prizes, in addition to any other costs, fees or expenses not listed above, are the sole responsibility of each winner.

CLAIMING A PRIZE. It is the winner(s)' responsibility to claim a prize. Any prizes that are unclaimed will not be awarded. To claim a prize, the Sponsor may require winner(s) to complete, sign, and return an affidavit of eligibility, a liability release, a publicity release, and/or any other applicable documents (collectively, the “Releases”). These documents may require the winner(s) to provide a social security number. If such documentation is required by the Sponsor and is not otherwise received by the Sponsor within 15 calendar days after receipt of notification from the Sponsor, then the Sponsor may elect, in its sole discretion, to disqualify the winner. If the winner is a minor in his/her state of residence, the prize will be awarded to the minor's parent or legal guardian and the parent or legal guardian will be required to complete, sign and return any Releases required by the Sponsor within the same 15-day time period as stated above. At the Sponsor's sole discretion, winner(s) may be required to produce picture or some other form of proper identification to claim a prize. If a potential winner cannot

be contacted, fails to timely claim the prize, or fails to timely execute and return any required Releases, or if the prize notification is returned as undeliverable, then the Sponsor may choose, in its sole discretion, to disqualify such potential winner. Under no circumstances will more than the advertised number of prizes be awarded.

PUBLICITY; MARKETING. The acceptance of any prize constitutes permission to the Sponsor to use the winners' name, voice, statements, image and likeness, including but not limited to any postings, photos, or videos made on social media by the winner(s) in connection with the Sweepstakes, for purposes of advertising and trade, in any medium, without further compensation or notice, unless prohibited by law.

NO LIABILITY; INDEMNIFICATION. The Sponsor, any of its affiliated entities, or their respective employees, officers, directors, members, contractors, agents, partners, successors, and assigns (collectively, the "Sponsor Affiliates") are not responsible for, and entrants release such from, any failures of any kind (whether caused by computer, technical, mechanical or human error) which may either limit the entrant's ability to submit an entry, claim a prize, or otherwise participate in this Sweepstakes, or the Sponsor's ability to include all eligible entries, conduct random drawings, notify potential winners, or otherwise execute this Sweepstakes in the manner intended. By participating in the Sweepstakes, entrants and their heirs, successors, or assigns agree to release, discharge, and to hold harmless the Sponsor, any of its affiliated entities, and the Sponsor Affiliates, and waive all causes of action relating to any and all injuries, costs, liability, losses, damages, rights, claims, and actions of any kind in connection with or resulting from their participation in the Sweepstakes or resulting from the delivery, acceptance, and/or subsequent use or misuse of any prize awarded, including without limitation, personal injury, death, and property damage, reasonable attorney's fees, court costs, and claims based on publicity rights, defamation, or invasion of privacy. The Sponsor, any of its affiliated entities, or the Sponsor Affiliates are not responsible for (i) any condition caused by events beyond the control of Sponsor that may cause the Sweepstakes to be disrupted or corrupted; (ii) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, use, or misuse of a prize, or from participation in Sweepstakes; or (iii) any printing, typographical, or computer errors in any materials associated with the Sweepstakes.

GENERAL TERMS. The Sponsor reserves the right, in its sole discretion, to cancel or suspend the Sweepstakes should unauthorized human or computer intervention or other causes beyond the control of Sponsor, in its sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the Sweepstakes for any other reason at the sole discretion of the Sponsor. Decisions of the Sponsor on all matters related to the Sweepstakes are final. The Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these official rules. **Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or entry process may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.** The Sponsor's failure to enforce any term of these official rules shall not constitute a waiver of that provision.

RELEASE OF FACEBOOK AND/OR INSTAGRAM. By participating, each entrant releases Facebook and/or Instagram and its parent companies, subsidiaries, affiliates, partners, employees, directors, agents, or advertising agencies, from any and against any and all injury, loss or damage caused or claimed to be caused by the entrant's participation in the Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize. Any information an entrant submits online is to the Sponsor, and not to Facebook/Instagram. **This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.**

GOVERNING LAW. All federal, state and local laws and regulations apply. The Sweepstakes and these official rules will be governed, construed and interpreted under the laws of the State of Ohio in the United States of America, without regard to its or any other jurisdiction's choice of law provisions. By entering into the Sweepstakes, each entrant agrees that any litigation arising out of or relating to the Sweepstakes will be brought in the federal and state courts located in the appropriate court in Ohio and the parties hereby consent to the personal jurisdiction and venue therein. Any provision of these official rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these official rules will remain in effect.

SPONSOR. This Sweepstakes is sponsored by Victoria Theatre Association dba Dayton Live, 138 North Main Street, Dayton, Ohio 45402.