

2022 "Who Dey to LA" Bengals Super Bowl Ticket Giveaway

OFFICIAL RULES

TO ENTER, YOU MUST PURCHASE A RAFFLE TICKET. VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: The 2022 "Who Dey to LA" Bengals Super Bowl Ticket Giveaway ("Sweepstakes") begins on February 7, 2022, at 7:00 a.m. Eastern Standard Time ("EST") and ends on February 8, 2022, at 9:00 a.m. EST ("Sweepstakes Period"). The time shall be determined by Sponsor's timekeeping systems, and Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes. The Sweepstakes is open and offered only to: (i) legal residents of the U.S. (including D.C.); (ii) who are 18 years of age or older and the age of majority in their jurisdiction of residence at the time of entry; (iii) who are employed by TriHealth, Inc. ("Sponsor") during the Sweepstakes Period and through the prize package travel dates (February 11-14, 2022); (iv) who are not Sponsor-employed physicians, vice presidents, or position(s) above vice presidents; and (v) who has a valid form of government issued identification needed to travel by airline.

Sweepstakes is subject to all applicable federal, state, and local laws.

- 2. HOW TO ENTER: There are two (2) ways to enter the Sweepstakes.
 - 1. <u>"The TriHealth Way" Social Media Channel</u>: To enter via Sponsor's internal Facebook social media page, you must complete the following steps :
 - (i) Visit <u>http://facebook.com/theTriHealthWay</u> on a mobile device or computer.
 - (ii) Starting Monday, February 7, 2022, at 7:00 a.m., add a comment to The TriHealth Way's post about Bengals Spirit Week activities.
 - (iii) By participating in the Sweepstakes, you agree to be bound by Sponsor's Terms of Use(<u>https://www.trihealth.com/about-trihealth/terms-and-conditions.aspx</u>) and Privacy Policy (<u>https://www.trihealth.com/about-trihealth/privacy-policy.aspx</u>) and the terms and conditions governing the use of the app, as applicable, which are hereby incorporated by reference.

Limit: one (1) entry per person via this social media channel.

 <u>Email</u>: Sponsor team members may also enter by sending an email entry with the subject line "Who Dey to LA Sweepstakes Entry" to <u>marketing communications@trihealth.com</u>. Email entry must include all accurate contact information, including name, phone number, and email address. <u>Limit</u>: one (1) email entry per person.

Sponsor is not responsible for lost, late, misdirected entries or entries not received regardless of cause. In the event of a dispute over who submitted an entry, the entry will be deemed to have

been directly submitted by the authorized account holder of the relevant account used to enter the Sweepstakes. The authorized account holder is deemed to be the natural person who is assigned to the account by the relevant entity responsible for assigning those accounts. By entering and/or participating, entrants agree to be bound by these Official Rules and Sponsor's Privacy Policy as set forth in these Official Rules.

3. WINNER SELECTION AND NOTIFICATION:

On or about February 8, 2022, Sponsor will conduct one (1) random drawing from among all eligible entries received (a "Drawing") during the Sweepstakes Period. Subject to eligibility and compliance with the Official Rules, four (4) potential winners will be selected. The drawing results will be certified by a third-party administrator, chosen in Sponsor's sole discretion. The selected prize winner will be announced via livestream broadcast on TriHealth Bridge and Facebook on the afternoon of February 8, 2022.

Limit: one (1) prize per person.

Odds of winning depend on the number of entries received.

Potential winner(s) will be notified in person at their work location on February 8, 2022 in a Facebook Live post. Potential winner agrees, by entering Sweepstakes, to have the prize notification experience recorded and posts by Sponsor on its digital sites, including without limitation social media channels. If potential winners do not respond to the notification, as determined solely by Sponsor, Sponsor may conduct additional random drawings to select additional potential winners. As a condition of being named an official winner, each winner must claim his/her prize within two (2) business days from notification at the TriHealth office located at 625 Eden Park Dr., Cincinnati, OH 45202, during business hours (9:00 a.m. to 5:00 p.m.). When claiming a prize, the winner must prove he or she is a qualified winner by presenting identification acceptable to Sponsor (e.g., state driver's license, state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification) and any other required documentation to meet eligibility requirements. Winner must present valid form of government issued identification needed to travel by airline at time of prize claim. If the winner cannot prove he or he is the qualified winner, another winner will be chosen from the remaining eligible entries received. Any unclaimed prize remains the property of Sponsor.

All prizes are awarded "AS IS." Neither Sponsor nor Sponsor Affiliates make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Sweepstakes or any prize. No issuer of any offered prize is sponsoring this Sweepstakes. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. In the event a TriHealth leader wins the prize and chooses to gift such prize to a direct report, this request must be made in writing to TriHealth Marketing

Communications and is subject to review and approval by Sponsor, in its sole discretion. Sponsor will determine all prize details (brand, model, size, etc.) in its sole discretion. Each winner may also be required to execute a Publicity (where legal) and Liability Release ("Release"), as well as a W-9 form for tax purposes, upon claiming the prize. The final retail value of the prize package, determined in Sponsor's sole discretion, will be considered wages to the potential winner and subject to any withholdings. Sponsor will also provide the Grand Prize winner an additional payment equal to the approximate value of taxes, which is intended to assist the winners with any federal, state, or other tax obligations related to the prizes (the "Tax Gross-Up Payment"). The winner's actual tax liabilities related to the prizes could exceed the Tax Gross-Up Payment he or she receives. The winner is solely responsible for all applicable federal, state, or other tax obligations related to the prizes for all applicable federal, state, or other tax obligations related to the prizes could exceed the Tax Gross-Up Payment he or she receives.

- 4. PRIZES: Potential winners will receive the chance to win the following prize:
 - Trip to Los Angeles, California for each winner to attend the National Football League's Super Bowl game on Sunday, February 13, 2022
 - o round-trip airfare from Cincinnati, Ohio to Los Angeles, California
 - depart February 11, 2022; return February 14, 2022
 - Hotel accommodations (single room)
 - Three (3) nights
 - One (1) ticket to the Cincinnati Bengals vs. LA Rams Super Bowl game at SoFi Stadium in Los Angeles, California on February 13, 2022
 - Access to pre- and post-game stadium activities
 - One (1) \$150 gift card to cover incidental expenses

Approximate retail value: \$7,000.

Prize includes round trip economy class air fare for each winner from Cincinnati/Northern Kentucky International Airport (CVG) in Cincinnati, OH, four (4) days/three (3) nights hotel accommodations (one (1) standard room only) at a hotel chosen by Sponsor in its sole discretion. Sponsor will determine airline, flight itinerary, and seating in its sole discretion. If winner cannot travel during the specified travel dates or does not have a valid form of government issued identification needed to travel by airline, then he or she forfeits the entire Grand Prize.

All expenses and incidental travel costs not expressly stated in the prize package description above, including costs of meals, parking, ground transportation, gratuities, transportation to and from airport, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes, and all other expenses not specified above, are the sole responsibility of Grand Prize winner. Prize may be subject to blackout periods, and other restrictions may apply. Travel is subject to the terms and conditions set forth in this Sweepstakes and those set forth by the Sponsor's airline carrier of choice, as set forth in the passenger ticket contract. Grand Prize winner and guest are responsible for obtaining any insurance (including but not limited to, any travel or health insurance).

The ARV of the trip package may vary depending travel itinerary and costs of air transportation at time of award. Grand Prize winner will not receive the difference (if any) between actual and estimated retail value.

Grand Prize winner is responsible for obtaining identification documents necessary for travel. Grand Prize winner may be required to present a credit card at time of hotel check-in. Grand Prize winner must meet all eligibility requirements. No credit or cash will be given for any unused portion of the Grand Prize.

No refund or compensation will be paid in the event of the cancellation or delay of any game or event in this Sweepstakes ("Event"), or any portion thereof. Sponsor will not be liable if the Event, or any portion of it, is cancelled or delayed. Sponsor may, in its sole discretion, attempt to reschedule for a future Event. Event ticket is subject to certain terms and conditions as specified by issuer. The terms and conditions of the Event ticket may govern if the Event is cancelled due to weather, an act of God, an act of terrorism, civil disturbance or any other reason. Sponsor is not responsible for, and will not replace, lost, mutilated, or stolen Event ticket, vouchers, or certificates. Exact details, including seat locations, shall be determined in the sole discretion of Sponsor.

5. GENERAL RULES: Sponsor, and its respective agencies are not responsible for lost, late, damaged, delayed, incomplete, ineligible, mutilated or misdirected entries, entries that are not received by the entry deadline, or for electronic, network or computer failures or malfunctions, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in this Sweepstakes, or other hardware, software or technical errors of any kind including any injury or damage to any person's computer related to or resulting from participating in the Sweepstakes. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the Sweepstakes (or any portion thereof) if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes, as determined by Sponsor, in its sole discretion. If the Sweepstakes is so cancelled, winner selection will be conducted from among all eligible entries received prior to the time of termination. Any use of robotic, automatic, programmed or the like methods of participation will void all entries by such methods. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW. No substitution, cash redemption or transfer of prize by winner permitted, but Sponsor reserves the right to substitute prize of equal or greater value. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

Entrants, by participating in this Sweepstakes, hereby waive and release, and agree to hold harmless the Sponsor, Cincinnati Bengals, Inc., the National Football League, Facebook, Inc., and their respective parents, subsidiaries, affiliates, distributors, licensors, advertising and promotion agencies and all of their respective officers, directors, employees and representatives and agents (collectively, the "Released Parties"), from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death, and/or property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of any prize, or their participation in this Sweepstakes, or any prize-related activity. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the judges.

If Sponsor's use of your entry causes Sponsor to be subject to a claim by any third party (including, but not limited to, a claim of infringement), you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your entry.

- 6. PUBLICITY & MARKETING: Submission of an entry in the Sweepstakes constitutes permission, but not the obligation, to the Sponsor to use entrants' name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Sweepstakes (whether or not required), including, without limitation, mailing address, phone number, email address, etc. during entry constitutes permission for Sponsor to use entrant's personal information for purposes of administration of the Sweepstakes. You also may opt-in to be added to Sponsor's customer database and to permit Sponsor to contact you in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy (located at www.trihealth.com/about-trihealth/privacy-policy.aspx) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's e-mails). You understand that you are providing your information to Sponsor. The information you provide to Sponsor will only be used in accordance with Sponsor's Privacy Policy.
- 7. GOVERNING LAW: Any disputes arising under this Sweepstakes and/or these Official Rules will be governed by relevant U.S. federal statutes and regulations and the internal laws of the State of Ohio, without regard to conflicts of law provisions. Claims may not be resolved through any form of class action. Exclusive jurisdiction for any lawsuit or claim in connection with this Sweepstakes shall be in the state or federal courts of Hamilton County, Ohio.

- **8. SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- 9. RULES REQUEST/WINNER ANNOUNCEMENT: To request a copy of the Official Rule, visit <u>www.Bridge.TriHealth.com</u>. To view the winners' list, visit <u>http://www.facebook.com/theTriHealthWay</u> after February 8, 2022.

10. NO AFFILIATION

This Sweepstakes is no way sponsored, endorsed or administered by, or associated with Facebook. Any questions, comments or complaints regarding the Sweepstakes should be directed to Sponsor.

11. SPONSOR: TriHealth, Inc., 625 Eden Park Drive, Cincinnati, OH 45202

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