## **OFFICIAL RULES**

## TRIHEALTH CONCERT TICKETS SWEEPSTAKES

# NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: The TRIHEALTH CONCERT TICKETS SWEEPSTAKES ("Sweepstakes") will begin at 7:00 a.m. Eastern Standard Time ("EST") on April 25, 2023, and end at 5:00 p.m. EST on May 2, 2023 ("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 to: (i) legal residents of Ohio, Kentucky, and Indiana; (ii) who are 18 years of age or older and the age of majority in their jurisdiction of residence at the time of entry; and (iii) who are employed by TriHealth, Inc. ("Sponsor") at the time of entry.

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

2. HOW TO ENTER: To enter, visit <u>https://surveys.trihealth.com/trihealthconcertgiveaway</u> (the "Website") during the Sweepstakes Period, locate the TRIHEALTH CONCERT TICKETS SWEEPSTAKES survey link, complete the TRIHEALTH CONCERT TICKETS SWEEPSTAKES survey and provide all required information (including name, TriHealth employee ID, and TriHealth email address) to receive one (1) entry into the Sweepstakes.

#### Limit: one (1) entry per person.

Sponsor is not responsible for lost, late, misdirected entries or entries not received regardless of cause. 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.

You agree to reimburse Sponsor in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorney fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to Sponsor hereunder. By entering, you will and hereby do assign to Sponsor your full right, title and interest over your entry, including any and all trademark, copyright, publicity and other intellectual property rights related thereto. Whenever requested by Sponsor, you will provide the necessary documents regarding the assignment to Sponsor and you will execute any documents that Sponsor might reasonably request for such assignment. In the event, and to the extent, that you cannot assign your entry as a matter of law, you hereby grant to Sponsor a perpetual, irrevocable, exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your entry and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in any entry in favor of the Sponsor.

2. WINNER SELECTION AND NOTIFICATION: On or about May 5, 2023, Sponsor will conduct nine (9) random drawings from among all entries received during the Sweepstakes Period. Subject to eligibility and compliance with the Official Rules, one (1) potential winner will be selected in each drawing. Decisions of judges are final and binding.

Odds of winning depend on the number of entries received.

Potential winners will be announced at the May Team Member Town Hall meeting on May 10, 2023 at 12:00 p.m. EST. Potential winners will also be notified via email at the TriHealth email address provided on the potential winners' entry forms. If potential winner does not respond to the notification within a timely manner, 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, winner must be able to access the digitally transferred tickets through a Trihealth email address to claim his/her prize within five (5) business days from notification of the transfer which shall occur one (1) week prior to the date of the concert or via the applicable concert promotor website/application. 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). If the winner cannot attend the selected concert date, or prove he or she 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." Sponsor does not 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, not for re-sale, with no cash redemption or substitution except at Sponsor's sole discretion. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Each winner may also be required to execute a Publicity and Liability Release ("Release") upon claiming the prize.

- 3. PRIZES: Each potential winner will receive the following prize:
  - Two (2) tickets to see Taylor Swift at Paycor Stadium in Cincinnati, Ohio on June 30 <u>or</u> July 1, 2023
    - Ticket date subject to availability and will be determined for each winner in Sponsor's sole discretion.
  - Approximate Retail Value: \$1,000

# NO TRAVEL OR ACCOMMODATIONS WILL BE AWARDED AS PART OF ANY PRIZE.

In connection with any visit to the event venue, please be advised that event venue's policies, CDC guidelines, and the recommendations of health officials must be followed. in addition, should be

aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before visiting any destination. Please note that any public location where people are present provides an inherent risk of exposure to COVID-19, and Sponsor cannot guarantee that any person will not be exposed during a visit.

No refund or compensation will be paid in the event of the cancellation or delay of the event prize (the "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 tickets are subject to certain terms and conditions as specified by issuer. The terms and conditions of the Event tickets 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 tickets, vouchers, or certificates. Exact details, including seat locations, shall be determined in the sole discretion of Sponsor or prize provider.

4. 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. 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 and its 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, the Website, 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.

- 5. 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 optout 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.
- 6. 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.
- **7. 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.
- **8.** WINNER ANNOUNCEMENT: To obtain a list of winners, send a written request to: "Winners' List," TriHealth Marketing/Communications, 625 Eden Park Drive, Cincinnati, OH 45202, after June 1, 2023.
- **9. SPONSOR:** TriHealth, 625 Eden Park Drive, Cincinnati, OH 45202.

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