

Month of Merry Instagram Giveaway Official Rules

- 1. Eligibility:** The Greater Cleveland Regional Transit Authority's Month of Merry Instagram Giveaway ("Giveaway") (riderta.com/merry) is open to legal residents of the United States who sign up by commenting on the Greater Cleveland Regional Transit Authority's Month of Merry Instagram weekly posts. Entrants must be at least 18 years of age as of their date of entry in this promotion in order to qualify. This Giveaway is subject to federal, state, and local laws and regulations and void where prohibited by law. Greater Cleveland Regional Transit Authority's employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employee's immediate family and/or those living in the same household of Employees are ineligible to participate in the Greater Cleveland Regional Transit Authority's Month of Merry Instagram Giveaway.
- 2. Sponsorship.** The sponsor is Greater Cleveland Regional Transit Authority or @greaterclevelandtransit ("Sponsor"), located at 1240 W 6th Street, Cleveland, OH 44113. Sponsor will conduct the Giveaway substantially as described in these Official Rules.
- 3. Agreement to Rules:** By entering this Giveaway, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. The action of entering this Giveaway warrants that, to the best of your knowledge, You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Greater Cleveland Regional Transit Authority's Month of Merry Instagram Giveaway.
- 4. Greater Cleveland Regional Transit Authority's Month of Merry Instagram Giveaway Entry Period:** This promotion begins on **November 21, 2022 at 10:00 AM EST** and ends on **December 30, 2022 at 12:00 PM EST** ("Entry Period"). To be eligible for the Giveaway, entries must be received within the specified Entry Period specified on each post.
- 5. How to Enter:** Eligible entrants can enter The Greater Cleveland Regional Transit Authority's Month of Merry Instagram Giveaway by commenting on the weekly Instagram posts. As a participant, your entry must fully meet all Giveaway requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Participants may only enter once per post. All comments from one participant will be counted as one entry. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Giveaway at the Sponsor's sole discretion.
- 6. Prizes:** The Winners of the Greater Cleveland Regional Transit Authority's Month of Merry Instagram Giveaway (the "Winner") will receive **the specified prize listed in the post**. The actual/appraised prize value may differ at the time the prize is awarded. The prize shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including any and all local,

state, and federal taxes. The Winner shall not transfer assignment of the prize to others, nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

Winners will have the option to pick up their prize at the Sponsor's Main Office Building, 1240 West 6th St., Cleveland, Ohio 44113, or have the prize mailed to them. The Sponsor is not responsible for lost mail or the U.S. Postal Service's failure to deliver the prize.

7. Odds: The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of Winner: The Winner will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will send a Direct Message via Instagram to Winner(s). The Winner(s) will be asked to reply within 24 hours with a direct message to the Sponsor to claim the prize and make arrangements to receive said prize and will then be announced in an Instagram post (after 1 pm each Friday within the Entry Period November 25, December 2, December 9, December 16, December 23, and December 30). The Sponsor is not responsible for, and shall have no liability whatsoever for, Winner's failure to receive notices. The Sponsor shall not be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. **If the Winner 1) fails to claim the prize within 24 hours from the time the award announcement was sent, 2) is found ineligible, or 3) does not pick up the prize within the specified timeframe, the prize may be forfeited, and an alternate Winner may be selected.** The Winner must comply with any and all federal, state, and local laws and regulations. If the Winner violates any of such laws and regulations or these official rules, the Winner (at the Sponsor's sole discretion) will be disqualified, and all privileges as Winner will be immediately terminated.

9. Rights Granted by You: By submitting an entry (e.g., text, video, photo, etc.) into this Giveaway, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, the licensees, successors and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Giveaway, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Giveaway should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Giveaway. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Giveaway or website or violate these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Giveaway, to void votes for any reason, including, but not limited to: multiple entries from the same user; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any person to deliberately damage any

website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. **Limitation of Liability:** Your entry into this Giveaway constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Giveaway and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Giveaway; 5) electronic error or human error in the administration of the Giveaway or the processing of entries.

12. **Disputes:** This Giveaway is governed by the laws of the United States of America and the State of Ohio, without respect to conflict of law doctrines. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Giveaway, they shall be individually resolved exclusively before a court located in Ohio having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the Entrant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than the Entrant's actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway). The Entrant waives all rights to have damages multiplied or increased.

13. **Social Media Channel-Specific Rules:** The Giveaway hosted by Greater Cleveland Regional Transit Authority is in no way sponsored, endorsed, administered by, or associated with Instagram.