Cincinnati Bengals and Ohio's 529 Plan College Savings Kickoff Giveaway

September 11, 2022 through 11:59 p.m. Eastern Time (ET) Sunday December 11, 2022

Sweepstakes Rules

- 1. **Certification of Entrant:** By entering the Cincinnati Bengals and Ohio's 529 Plan College Savings Kickoff Giveaway (the "Sweepstakes"), you agree to be bound by these Sweepstakes Rules and acknowledge that you have complied with these Sweepstakes Rules, including but not limited to verifying that you are an eligible individual as described in item five (5) below.
- 2. **No purchase required:** No purchase or contribution to a CollegeAdvantage 529 Savings Plan is necessary to enter. No purchase or contribution will increase your chances of winning.
- 3. **Required information to enter:** You must provide your first and last name, a valid email address, valid phone number, and your city and state of residence.
- 4. **Number of entries allowed:** One (1) entry per day, per email address.
- 5. **Eligibility:** To be eligible to enter and win, you must meet the following requirements from the time of entry through delivery of an Award (defined below), if applicable (each person meeting these requirements is herein referred to as an "Eligible Individual").
 - You must be a legal resident of the fifty (50) United States or District of Columbia (other than those excluded below);
 - You must be at least eighteen (18) years of age;
 - You must have a social security number or tax identification number;
 - You must <u>NOT</u> be an Employee or Board Member (or an immediate family member of such person) of the Ohio Tuition Trust Authority, Cincinnati Bengals, or the Ohio Department of Higher Education. Immediate family members are defined as: parents, children, spouses or siblings and their respective spouses, regardless of where they reside, and those living in the same households, whether or not related; and
 - You must **NOT** reside in Florida, New York, Rhode Island or any other state or locality where this Sweepstakes is prohibited.
- 6. **How to enter:** Eligible Individuals may enter the sweepstakes by completing the official CollegeAdvantage Form on the CollegeAdvantage landing page, https://www.CollegeAdvantage.com/Bengals.
- 7. **Enter by mail:** Eligible Individuals may, as an alternative, mail a 4"x 6" postcard with your first name, last name, date of birth including year, mailing address, valid phone number, and a valid email address to: Ohio Tuition Trust Authority, **Cincinnati Bengals College Savings Kickoff Giveaway**, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215. Mailed entries must be postmarked by Friday, December 2, 2022, in order to be included in the drawing. Limit one entry, per postmark date, per stamped outer envelope.
- 8. **Deadline:** Deadline for entry online is 11:59 p.m. ET on Sunday, December 11, 2022.
- 9. **Drawing date:** A random drawing will be held by the Ohio Tuition Trust Authority ("OTTA") no later than Wednesday, December 14, 2022.
- 10. **Number of winners and Award:** A total of eleven (11) Awards (as defined below) will be awarded. One (1) Grand Prize Award Winner will receive a \$10,000 CollegeAdvantage 529 Direct Plan College Savings Award and up to four (4) tickets to the January 8, 2023, Cincinnati Bengals Game for the Grand Prize presentation (the "Grand Prize Award"). Ten additional winners (the "Runners Up") will each receive a football, autographed by key members of the Bengals team (the "Runners Up Awards"). The Grand Prize and the Runners Up Awards are collectively referred to as an "Award" or the "Awards."
- 11. **Winner notification method and date:** The Grand Prize Award Winner will be contacted by email no later than Friday, December 16, 2022, and will have two (2) business days to claim the Grand Prize Award (the "Grand Prize Deadline"). After the Grand Prize Award has been accepted, the Runners Up will be notified

successively of their Awards by email. The Runners Up will have two (2) business days from the time of notification to claim their Runners Up Awards (the "Secondary Deadlines").

- 12. **Requirements for Grand Prize Award to be made:** Before the Grand Prize Award can be made, the Grand Prize Award Winner must:
 - Sign and return to OTTA, within two (2) business days of notification, an accurate, completed W-9 tax form and a Recipient Acknowledgement of Terms of Award and Release form, both forms to be provided by OTTA, and
 - Identify at least one (1) beneficiary, but not more than six (6) beneficiaries, into whose CollegeAdvantage 529 Direct Plan Account the Grand Prize Award will be deposited, and
 - Have, or establish within ten (10) business days of returning to OTTA a completed W-9 tax form and a Recipient Acknowledgement of Terms of Award and Release form, a CollegeAdvantage Direct 529 Savings Plan account(s), each with one designated Beneficiary and provide their eleven (11) digit account number(s) to OTTA via a completed Recipient Acknowledgement of Terms of Award and Release form. If establishing a new CollegeAdvantage Direct 529 Savings Plan account(s), no initial contribution from the Winner is necessary (the Award will constitute the initial contribution). If contributing to and/or establishing multiple CollegeAdvantage Direct 529 Savings Plan accounts (up to six (6) total with a minimum allocation of \$25 to each account), the Winner must designate how the Award is distributed across said accounts.
 - Grand Prize Award Winner's guest must be of legal age of majority in his/her jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by the Winner who is their parent or legal guardian, unless otherwise agreed by OTTA in its sole discretion.
- 13. **Requirements for delivery of Runners Up Awards.** Runners Up Awards can be delivered, and those Winners must sign and return to OTTA, within two (2) business days of notification, an accurate, completed W-9 tax form and a Recipient Acknowledgment of Terms of Award and Release form, both forms to be provided by OTTA.
- 14. **Forfeit of Award:** If a Winner cannot be contacted using the email address provided with the Winner's entry or does not respond after reasonable attempts and after the Deadline (or Secondary Deadline, as applicable based on Section Eleven (11) above) to claim the Award, OTTA will select a new Winner. Each Winner forfeits any claim to the Award if OTTA has not received the information and documentation required in items twelve (12) or thirteen (13) above, as applicable, via mail, email, or fax within three (3) business days of Notification. As stated in item twelve (12) above, if the Grand Prize Award Winner chooses to establish one or more (up to six (6) total) new CollegeAdvantage Direct 529 Savings Plan account(s) for deposit of the Award, such account(s) must be established within ten (10) business days of this deadline, or the Award will be forfeited. Any Award will also be forfeited if at any time OTTA discovers that you were not an Eligible Individual at the time of entry or at any time up to and including delivery of the Award, or if you refuse to provide any information requested by OTTA to confirm your eligibility. OTTA reserves the right at any time to remove an Award from the relevant account(s) if OTTA discovers after the Award has been deposited that incorrect information was provided, eligibility criteria were not met, or any other fact or circumstance exists that renders the delivery of the Award improper.
- 15. **Public announcement of winners:** All Winners will be announced no later than Monday, January 9, 2023, on the CollegeAdvantage Facebook page. Any person may also receive a list of Winners by sending a self-addressed, stamped envelope to: Ohio Tuition Trust Authority, Cincinnati Bengals College Savings Kickoff Giveaway, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215. Such request must be postmarked no later than January 9, 2023.
- 16. **Publicity Release:** By entering this Sweepstakes you agree, except where prohibited, to have your name, address (city and state), photograph, voice and/or other likeness and Award information used for advertising, trade and promotional purposes and without further compensation, in all media now known or

hereafter discovered, in any manner, worldwide in perpetuity without notice or review or approval at the discretion of OTTA. Any such information is being collected by OTTA and not by Facebook or any other person or entity. This item sixteen (16) does not apply to residents of Tennessee or any other location where this release is prohibited by law.

- 17. **Permission for Communications and Privacy Policy:** By entering this Sweepstakes, you agree to receive information from OTTA about their products and the CollegeAdvantage Program via mail, email and any other method of communication. Any information collected during this Sweepstakes is being collected by OTTA and not by Facebook or any other person or entity. OTTA does not share or sell any of its lists of contact information with or to third parties.
- 18. **Facebook Release.** This Sweepstakes is being conducted solely by OTTA and is not sponsored, endorsed or administered by, or associated with, Facebook. By entering this Sweepstakes you hereby release Facebook from any and all liability related to your participation in this Sweepstakes.
- 19. **Reservation of Rights.** OTTA reserves the right to cancel or modify the terms of the Sweepstakes at any time, for any reason, with or without notice to Sweepstakes entrants, and by participating in the Sweepstakes, you agree to be bound by such cancellation and/or modification.
- 20. **Tax Liability.** OTTA is not qualified to give tax advice and nothing in these Sweepstakes Rules nor any communication from OTTA regarding this Sweepstakes or otherwise shall be deemed tax advice. OTTA hereby discloses that any Award is includible in the gross income of any Winner, and such Winner is responsible for reporting and paying any federal and/or state tax on their Award. OTTA will report to federal and state tax authorities the distribution of an Award and provide Winner(s) with a Federal Form 1099-Misc if the total of the Award won through this Sweepstakes and any other awards received from OTTA by any one individual total \$600 or more in a single calendar year. Any Winner(s) should consult a tax advisor regarding any tax liability arising from any award(s) received as a part of this Sweepstakes or otherwise.
- 21. Limitations of Liability; Forum. OTTA is not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered, or garbled notifications, mail or entries or postage-due mail; or for lost, interrupted or unavailable network, server, Internet Service Provider ("ISP"), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. OTTA is also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Sweepstakes. OTTA is not responsible for any Award mailed to an address provided by a Winner but not delivered, regardless of the reason for non-delivery, or for any Award that a Winner is unable to use, whether due to cancellation of the event, personal circumstances or any other reason. The Released Parties are not responsible for injury or damage to an entrant's or any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Entrants, by participating, agree that OTTA, the Ohio Department of Higher Education and the State of Ohio, the Cincinnati Bengals, the National Football League as well as each respective parties' owners, employees, agents, directors, officers, shareholders, contractors, successors and assigns (the "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any claims, injuries, losses or damages of any kind, including death, to persons, or property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy, or the entrant's claim that he or she has somehow been defamed or portrayed in a false light resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of an Award, participation in this Sweepstakes, these Official Rules, entrant's entry, or the

- negligence of any of the Released Parties. Entrant represents and warrants that he or she owns and/or has the authority to release the claims stated herein. By entering this Sweepstakes, you hereby submit to the exclusive jurisdiction of the court of Franklin County, Ohio.
- 22. Disclaimers: This Sweepstakes is subject to all applicable federal, state and local laws. Void in Florida, New York, Rhode Island and where prohibited. Odds may vary based on the number of eligible entries received. Persons who tamper with, hack, manipulate or abuse any aspect of the Sweepstakes or website, or who attempt to do the same may be subject to prosecution, and persons engaging in any of the foregoing activities or who are in violation of these Sweepstakes Rules, as solely determined by OTTA, will be disqualified and all associated entries will be void. OTTA reserves the right, at its sole discretion, to suspend, modify or terminate the Sweepstakes should any portion of the Sweepstakes be, in OTTA's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of OTTA, corrupt or impair the administration, security, fairness or proper play, or submission of entries. If terminated, OTTA may, at its discretion, select the potential winners for the drawing at issue from all eligible, non-suspect entries received for such drawing prior to action taken or as otherwise deemed fair and appropriate by OTTA. OTTA is not responsible for typographical or printing errors in these Sweepstakes Rules or in any other documents related to this Sweepstakes. Standard data charges from your mobile carrier may apply if entering this Sweepstakes on a mobile device. In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the email address by the ISP, on-line service provider, or other organization responsible for assigning email addresses. Each Award may be considered income, and any and all taxes associated with an Award are the responsibility of the Winner. The Approximate Retail Value ("ARV") of the Grand Prize Award is \$10,614.00 (\$10,000 college savings award + \$364.00 for four tickets + \$250.00 for the autographed football.) The ARV for each Runners Up Award is \$250.00 (the cost of the autographed football). is the Released Parties are not responsible and shall have no liability for games that are cancelled in whole or in part, played without fans present, or which for any reason a Winner cannot attend. The terms and conditions of tickets awarded as part of any Prize will govern in the event a legal game, event or exhibition, as defined by the National Football League, is not played due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each Winner and his/her guest(s) agree to comply with all applicable stadium regulations in connection with the Prize. Winners may not substitute, assign or transfer an Award, but OTTA reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. In the event of a substitute award, the Released Parties are not responsible and shall have no liability if a Winner is unable to use or benefit from the substitute award. All Award details are at OTTA's sole discretion. Limit one (1) Award per person/household. THE NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, NFL VENTURES, L.P., NFL PROPERTIES LLC, NFL ENTERPRISES LLC, NFL PRODUCTIONS LLC AND NFL INTERNATIONAL LLC AND EACH OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, THE "NFL ENTITIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES OR ANY PRIZE AWARDED. THE NFL ENTITIES, OTHER THAN THE CINCINNATI BENGALS, INC., HAVE NOT OFFERED OR SPONSORED THIS SWEEPSTAKES IN ANY WAY. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AN ENTRANT OR A WINNER BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH ENTRANT AND WINNER HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES ARIZING OUT OF OR RELATED IN ANY WAY TO THE SWEEPSTAKES, THESE OFFICIAL RULES, ENTRANT'S ENTRY, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ENTRANT.