

NOPEC Golf Sweepstakes Promotional Contest

Official Rules

No purchase necessary. Void where prohibited by law. A purchase will not increase your chances of winning. Odds of winning will depend on the total number of entries received for the applicable Promotion. All entrants agree to be bound by the terms and conditions provided in these Official Rules as well as by all interpretations of these Official Rules by NOPEC and all other decisions of NOPEC, including resolution of disputes in connection with this Promotion, which are final and binding in all matters relating to the Promotion.

1. Eligibility: The Northeast Ohio Public Energy Council (NOPEC) promotional contest (the "Promotion") is open only to those who reside in the State of Ohio and are eighteen (18) years of age or older at the time of entry. Employees of NOPEC or other companies associated with the Promotion, as well as the immediate family (spouse, parents, siblings and children) and household members of such employee are not eligible to enter or win. Limit one prize per household per Promotion. The Promotion is subject to all applicable federal, state, and local laws, rules and regulations.

2. Sponsor: The Promotion is sponsored by the Northeast Ohio Public Energy Council, 31360 Solon Road, Solon, Ohio 44139 ("Sponsor").

3. Agreement to Official Rules: By participating in the promotional contest, you indicate your full and unconditional agreement to, and acceptance of: (a) these Official Rules and (b) Sponsor's decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Promotion Period: The Promotion begins on August 1, 2023 at 8:00 A.M. Eastern Standard Time ("EST") on and ends October 31, 2023 at 11:59:59 PM EST. Entries submitted before or after the Promotion Period will not be eligible. Sponsor's computer is the official time-keeping device for the Promotion.

5. How to Enter: During the Promotion Period, Entrant must fill out an entry form through the "Cleveland Metroparks Golf Sweepstakes" webpage.

All entries must include a valid email address. By successfully transmitting a completed online entry form as directed, you will be entered into the Promotion. Incomplete and/or inaccurate entries are void.

6. Selection of Winners: Winner(s) will be chosen randomly from all eligible entries received based on eligibility and guidelines stated in these Official Rules and listed on the entry form. Individuals may not be chosen to win more than two NOPEC sponsored giveaways in a 12 month period. Odds of winning depend on the total number of eligible entries received.

7. Notification and Requirements of Potential Winner: The winner(s) will be contacted at the email address and/or phone provided at the time of entry. The winner is required to respond via email or phone within 24 hours of contact. In the event the winner does not respond within 24 hours of the initial message or declines the prize, another winner will be randomly selected from the eligible entries received.

NOPEC and its respective parent, subsidiaries, affiliates, directors, officers, owners, shareholders, members, employees, sponsors, licensees, successors, assigns and agents are not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone or computer hardware or software or telephone transmissions or technical failures, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical or electronic; including without limitation the incorrect or inaccurate capture of entry information online, or for lost, late, incomplete, damaged, destroyed, delayed, stolen, misdirected or illegible entries. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the sole property of NOPEC and will not be returned.

The winner may be required to sign an Affidavit of Eligibility and Release attesting to the fact that he/she is 18 years of age or older and that he/she meets all required eligibility requirements, to collect the prize, or an alternate winner may be randomly selected from the eligible entries received.

8. Prize(s): The Winner(s) will receive the prize indicated in the Cleveland Metroparks Golf Sweepstakes webpage and indicated on their entry form. The estimated retail value of the prize is listed on the entry form.

The Prize(s) are non-transferrable to any other person, including relatives or friends, and cannot be substituted for any other prize or cash. The Prize winner(s) are solely responsible for all applicable federal, state and local taxes and any expenses associated with the Promotion, unless otherwise indicated.

9. General Conditions: In the event that the operation, security, or administration of the Promotion is impaired in any way for a reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize(s) according to the procedures set forth above from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communications by Sponsor by mail shall not be deemed a proof of receipt of that communication by Sponsor. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. The Promotion is subject to federal, state, and local laws and regulations and is void where prohibited.

10. Release and Limitation of Liability: By participating in the Promotion, you agree to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undelivered mail; (e) errors in the administration of the Promotion or the processing of entries; or (f) injury to damage to persons or

property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use of any prize. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorneys' fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. Privacy and Publicity: Any information you submit as part of the Promotion will be used for purposes of this Promotion and treated in accordance with Sponsor's privacy policy <https://www.nopec.org/privacy-policy/>. Except where prohibited, participation in the Promotion constitutes an entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and location of residence for promotional purposes in any media without further payment or consideration.

12. Disputes: Except where prohibited, you shall agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

13. Results: To request a winners list or a copy of these Official Rules, send a self-addressed, stamped envelope to NOPEC, c/o NOPEC Promotional Contest, 31360 Solon Road, Solon, Ohio 44139.