

NORTHERN OHIO GOLF CHARITIES FOUNDATION, INC.
2024 Kaulig Companies Championship TOURNAMENT
FIRESTONE COUNTRY CLUB FOURSOME GIVEAWAY

OFFICIAL RULES

- 1. PRIZE:** The grand prize for this 2024 Firestone Country Club Foursome Giveaway (“Giveaway”) shall be one (1) round of golf for a single foursome (4 golfers) with two (2) person carts at Firestone Country Club in Akron, Ohio and a picture with the Kaulig Companies Championship winner (“Prize”). This Giveaway is due to the generous donation of PGA TOUR Enterprises (“Donor”). The Prize is non-transferable, and no substitutions or cash redemptions/alternatives on any prizes.
- 2. SPONSOR:** This Giveaway is sponsored by Northern Ohio Golf Charities Foundation, Inc., an Ohio non-profit corporation, with its principal place of business located at 440 East Warner Road, Akron, Ohio 44319 (“NOGCF” or “Sponsor”).
- 3. AGREEMENT TO RULES:** Each eligible Participant (“Participant”) represents that he or she is at least eighteen (18) years of age and meets all of the below-stated eligibility requirements and agrees to be bound by these Official Rules, by all applicable laws, ordinances, and regulations, and by the decisions of NOGCF or its authorized representative(s) with respect to this Giveaway, these Official Rules, and NOGCF’s sole interpretation of these Official Rules, which shall be final. By entering this Giveaway, Participant agrees to release NOGCF and its parents, its subsidiaries, and related or affiliated entities, and its and their past, present, or future directors, administrators, officers, trustees, directors, employees, agents, attorneys, insurers, reinsurers, representatives, assigns, entities and agencies involved in advertising and promotion of NOGCF and this Giveaway, including PGA TOUR, Inc. and its affiliates, and media, including social media (“Giveaway Entities”), from any and all liability, loss, or damage arising out of Participant’s participation in this Giveaway or with respect to the awarding, receipt, possession, use or misuse of the Prize.
- 4. ELIGIBILITY:** This Giveaway is open to all individuals that possess a ticket to and are present at the Kaulig Companies Championship (“Tournament”) on July 14, 2024 at the time of the drawing. Employees, officers and directors of the Sponsor, their parent, subsidiary and affiliated companies, advertising and promotion agencies and any other individuals or entities who are engaged directly or indirectly in the development of, the production, distribution or review of materials for, or the administration, execution or implementation of this Giveaway and persons in the immediate family of such individuals (spouse, parent, child, sibling, partners and their respective spouses, and foster and step-relations) regardless of where they reside, or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter.
- 5. GIVEAWAY PERIOD:** Giveaway bracelets will be distributed at the Main Entrance Information Tent upon request to ticketed guests on July 14, 2024 (“Giveaway Period”). The Giveaway winner will be announced after the golf competition is complete and before the award ceremony on the 18th green (“Drawing Location”) at the end of Tournament round play on July 14, 2024 (“Drawing Time”).
- 6. HOW TO ENTER:** Giveaway tickets in the form of individual bracelets (“Giveaway Bracelet”) will be provided upon request at the Main Entrance Information Tent to each individual

attendee. Each attendee that requests one bracelet will have a number on it. At the Drawing Time on July 14, 2024, one number will be drawn at random as the winning ticket, and the person with the corresponding number on their bracelet will be declared the Winner upon presentation of the bracelet. Each attendee is limited to one bracelet and therefore one number. Giveaway Bracelets may not be purchased. NOGCF is not liable for any lost or destroyed Giveaway Bracelets, regardless of cause or the person responsible. Giveaway Bracelet numbers will be assigned randomly and attendees will not be able to pick a number.

7. WINNER SELECTION BY RANDOM DRAWING: Unless otherwise indicated by NOGCF, the Winner will be selected at the Drawing Location and at the Drawing Time on July 14, 2024 by random drawing from all eligible Giveaway Bracelet numbers given upon entry during the Giveaway Period. The number that appears on the first Giveaway Bracelet selected from among all the entries will win the Prize (the “Winner”). The Winner must be present at the Drawing Location and Drawing Time to win and wearing the bracelet. The Winner may be required to provide personal information, including name, address, email address and other information, to enable the NOGCF to provide the Winner with the necessary documentation to claim the Prize. If the Winner is not present and does not claim the Prize and presents the bracelet within thirty seconds after the announcement, NOGCF reserves the right to award the Prize to another randomly selected bracelet number holder who must claim the prize within thirty seconds. If after five draws, no winner comes forward, the Sponsor reserves the right not to give the prize away under these rules.

8. CLAIMING THE PRIZE: If the Winner refuses to accept or fails to claim the Prize as provided herein, then the Prize will be forfeited by the Winner and an alternate Winner may be selected as provided herein, if time permits. The Prize must be claimed by the Winner in person at the Drawing Location.

9. PRIZE RESTRICTIONS: The Firestone foursome of golf prize must be used on or before October 27, 2024 by the Winner and three (3) guests scheduling and concluding play of the round of golf included as the Prize. Some restrictions on dates may apply. When using the Prize, Winner and all guests must abide by and follow the rules and requirements of Firestone Country Club. During day of play at Firestone Country Club, credit cards will be accepted for optional charges (e.g. food and beverage in Harvey’s Snack Bar or drink cart or pro shop). Proper golf attire is required including golf slacks or midlength length shorts and collared golf shirts for men and golf slacks, skirts or mid-length length shorts and golf shirts for women. Workout clothing or yoga pants are only allowed if they are worn under a skirt or shorts. The Winner is encouraged to contact Danielle Thompson, Executive Director of NOGCF at danielle@nogcf.org or 330-245-2302 for assistance with scheduling or for questions related to attire or other questions.

10. TRANSFER OF THE GIVEAWAY TICKET: Giveaway Bracelets may not be resold or transferred to another individual. Any Giveaway Bracelet that has been resold or transferred is void. All individuals who resell, purchase, or receive a Giveaway Bracelet in violation of these Official Rules are ineligible to win the Prize.

11. CANCELLATION; TERMINATION OF GIVEAWAY: By accepting a Giveaway Bracelet upon entry, each Participant acknowledges and agrees that NOGCF has the right, in its sole discretion, to elect not to proceed with this Giveaway for any reason whatsoever or for no reason.

12. GENERAL:

- a. This Giveaway is void where prohibited or restricted by law.
- b. The Giveaway shall be staged in compliance with all applicable federal, state, and local laws.
- c. NOGCF reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, NOGCF RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**
The Giveaway Entities are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Giveaway that may limit the ability to participate or by any human error that may occur in the processing of the entries in this Giveaway. NOGCF reserves the right to modify or cancel this Giveaway if it becomes technically corrupted. In such event, NOGCF will award the Prize by random drawing from eligible entries received prior to cancellation.
- d. The Prize is non-extendable, non-transferable, and non-cashable. NOGCF shall have no responsibility or obligation to a Winner who is ineligible for the Prize or is unable to or who does not accept the Prize for any reason.
- e. NOGCF shall have no responsibility for the delivery of the Prize to the Winner.
- f. Sponsor shall have no responsibility or obligation to a Winner who is ineligible for the Prize, or who is unable to, or who does not accept or utilize the Prize, for any reason.
- g. This Giveaway is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, Twitter, YouTube, Google or any other Social Media or similar platform used in connection with the marketing or promotion of the Giveaway. Participants understand that all information is being provided to Sponsor and not to Instagram, Facebook, Twitter, YouTube, Google or any other Social Media where this Giveaway may be advertised. Sponsor is not responsible for practices, terms or actions taken by any of these or other social media and web services sites.

13. PUBLICITY RELEASE: Acceptance of a prize constitutes permission for Donor, Sponsor, and/or their designees to use the Winner's name, address, photograph, testimonial or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known

throughout the world in perpetuity, without compensation or notice to, or further consent of, the Winner to the greatest extent permitted by law.

14. PRIVACY: Information submitted in connection with this Giveaway will be treated in accordance with these Official Rules.

15. RELEASE OF LIABILITY: By entering this Giveaway, each Participant agrees that the Giveaway Entities will have no liability whatsoever for and are released and held harmless from any injury, loss, or damages of any kind to persons, including, but not limited to, death, personal injury, or property damage, due in whole or in part, directly or indirectly, from the acceptance, possession, use, non-use, or misuse of the Prize or participation in this Giveaway or participation in any Giveaway- or Prize-related activity. Winner assumes all liability for participation in all aspects of this Giveaway.

16. FORCE MAJEURE: Except as otherwise expressly set out in these Official Rules, the Giveaway Entities shall not be liable or responsible for any failure to perform, or delay in performance of, any of their respective obligations that are caused by events outside of their reasonable control. NOGCF is not responsible if this Giveaway terminates or any Prize cannot be used or redeemed due to Acts of God, war, terrorism, explosions, fires, floods or other natural calamities, bad weather, strikes, riot, civil disruption, internet failures, pandemics, acts of the Winner, or for any other occurrences that are outside of NOGCF's reasonable control.

17. GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION: This Giveaway is governed by the laws of the State of Ohio. The parties agree that if any controversy or claim arising out of or relating to these Official Rules cannot be settled through direct discussions, they will endeavor first to settle the controversy or claim by a mediation administered by the American Arbitration Association ("AAA") under its then-applicable Commercial Arbitration Rules and Mediation Procedures. If the dispute is not otherwise resolved through direct discussions or mediation, the parties agree that the controversy or claim, including the scope or applicability of this agreement to arbitrate, will then be resolved by final and binding confidential arbitration in Summit County, Ohio to be administered by AAA in accordance with its then-applicable Commercial Arbitration Rules and Mediation Procedures, including without limitation, the rule providing that each party will pay its pro rata share of AAA fees and expenses and the rules providing for limited discovery and other exchange(s) of information. The AAA rules are available at www.adr.org. The AAA rules for selection of a single arbitrator will be followed.

18. WAIVER OF TRIAL BY JURY: TRIAL BY JURY IS HEREBY WAIVED WITH RESPECT TO ANY DISPUTE OR LITIGATION ARISING FROM OR RELATED TO THESE OFFICIAL RULES OR ANY SUBJECT MATTER RELATED THERETO. THE PROVISIONS IN THIS PARAGRAPH ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THESE OFFICIAL RULES.

19. LIMITATION OF LIABILITY: Notwithstanding the above, each Participant agrees that (i) any and all disputes, claims, and causes of action not waived arising out of or in connection with this Giveaway or the Prize shall be resolved individually, without resorting to any form of class action, (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees, and (iii) under no circumstances may a Participant obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than

for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

20. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.