OLDE ENGLISH DISTRICT STAY & PLAY

1. **ELIGIBILITY:**

- A. NO PURCHASE IS NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Olde English District Stay & Play ("Sweepstakes") is open to legal residents of the 50 United States and the District of Columbia, age eighteen (18) years or older at the time of entry, except employees, their spouses and immediate families (parent, child, sibling, and any of their respective spouses) and household members (whether or not related) of Olde English District ("Sponsor"), Learfield Communications, LLC ("Administrator"), Davidson College Department of Athletics ("Davidson"), University of North Carolina at Charlotte Department of Athletics ("UNCC") and "University of South Carolina Department of Athletics ("South Carolina"), and each of their respective parent, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, cable affiliates, advertising and promotion agencies and affiliated entities (collectively, including Sponsor, "Sweepstakes Entities").
- B. This Sweepstakes is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. By entering this Sweepstakes, entrants agree to accept and be bound by all terms of these official rules ("Official Rules"). Void where prohibited by law.
- C. Entering your information for a chance to win is completely voluntary and there is no requirement for you or anyone in your family to purchase services from Olde English District at any time. By checking the box on the applicable entry page, you agree that your contact information can be used by Olde English District and in accordance with the Terms of Use and Privacy Policy. Restrictions on who can win this Sweepstakes may apply.

2. HOW TO ENTER:

- From Friday, February 3rd, 2023, at 12:00pm Eastern Time ("ET"), through Friday, March 3rd, 2023 at 11:59am ET ("Entry Period"), Sponsor and Administrator will conduct this Sweepstakes, encouraging participants to enter for a chance to win a prize. There is one (1) way to enter the Sweepstakes. Each entrant must visit an applicable website (each, a "Website"), as noted below, and follow the instructions to complete and submit the associated online form, which includes providing the entrant's name, address, telephone number, email address and any other information requested on the form. Each entrant will receive one (1) entry for each qualified registration. TO be eligible, each Sweepstakes entry must be received no later than Friday, March 3rd, 2023, at 11:59pm ET. ONE (1) VALID ENTRY PER PERSON PER CALENDAR DAY. The Websites as follows: (i) for are Davidson: https://davidsonwildcats.com/sb_output.aspx?form=1126 for (ii) UNCC: https://charlotte49ers.com/sb output.aspx?form=121; and for South Carolina: https://gamecocksonline.com/OED
- B. Entries generated by script, macro or other automated means will be void. The Sweepstakes Entities are not responsible for misdirected, incomplete, lost, late,

illegible, undelivered, inaccurate or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems that may limit or affect a person's ability to participate in the Sweepstakes, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors that 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. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond the Sponsor's control, that corrupt the integrity, administration, security or proper operation of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify entrants and/or modify, cancel or suspend the Sweepstakes. In the event of cancellation, Sponsor reserves the right to award prizes from among all eligible, non-suspect entries received prior to the event requiring such cancellation. False or deceptive entries or acts will render the entrant ineligible. All entries become the property of the Sponsor and will not be acknowledged or returned. ANY ATTEMPT DELIBERATELY TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

3. HOW TO WIN:

A. On or around Wednesday, March, 8th 2023, one (1) winner (when verified by Sponsor and Administrator as set forth below, "Winner") will be selected in a random drawing from all eligible entries received (across all Websites) during the Entry Period.

The potential Winner will be notified by Sponsor or Administrator via email and/or telephone and must meet all eligibility requirements, including timely replying to the notification and execution and return of all necessary releases and documents (if any) required by Sponsor and/or Administrator. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules. Odds of winning depend on the number of eligible entries received.

- B. If there is a dispute as to the identity of the potential Winner, then the winning entry will be declared to have been made by the authorized email account holder at time of entry. A potential Winner will be disqualified, the prize will be forfeited and an alternate Winner will be selected, by alternate random drawing from among all remaining eligible entries, at Sponsor's sole and absolute discretion if: (i) any prize notification is returned as undeliverable; (ii) the potential Winner declines his/her prize; (iii) the potential Winner fails to comply with any of the Official Rules; or (iv) the potential Winner does not respond to notification or accept the prize within forty-eight (48) hours.
- C. The decisions of Sponsor and Administrator in all matters regarding this Sweepstakes are final and binding.

4. **PRIZE:**

- A. One (1) Winner will be selected to receive:
 - (i) Choice of one (1) guest to join them for the Olde English District Stay & Play package for a date to be mutually agreed upon with Winner & Olde English District.
 - (ii) One (1) \$100 gift card to Kounter in Rock Hill for a meal.
 - (iii) One (1) overnight stay in one (1) room at The Cambria.

LODGING AND DINNER ARE INCLUDED AS PART OF THE PRIZE.

- B. THE TOTAL ARV OF THE PRIZE IS FIVE HUNDRED DOLLARS (\$500 US).
- C. No substitution or transfer of the prize or cash redemption is permitted. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, in its sole discretion. There will be no substitutions if the Winner is unable, for any reason, to use or accept the prize. If any portion of the prize is canceled or postponed for any reason, then no prize will be provided in lieu thereof, nor will Sponsor award an alternate prize or cash value or any part of the prize. The prize may be subject to certain terms and conditions as specified by issuer.
- D. The Winner is responsible for the reporting and payment of all federal, state and local taxes (if any) and any other costs and expenses associated with prize acceptance and use not specified in these Official Rules and/or in the applicable entry instructions as being provided. The prize will be fulfilled within a reasonable time of Sponsor's or Administrator's verification of the Winner. All prize details and additional terms, conditions, or eligibility requirements are in Sponsor's and/or Administrator's discretion.
- 5. **GENERAL:** By entering this Sweepstakes, each entrant grants the Sweepstakes Entities and their designees the right, unless prohibited by law, to use his/her name, user name, entry, city and state of residence, voice, avatar, picture and likeness, without compensation, notification or approval, for the purpose of advertising and publicizing the goods and services of the Sweepstakes Entities and all matters related to this Sweepstakes, in any manner or medium, now or hereafter known, throughout the world in perpetuity. THE SWEEPSTAKES ENTITIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY AND ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS AND/OR LIABILITIES FOR INJURY/DEATH, DAMAGE OR LOSS TO ANY PERSON OR PROPERTY RELATING TO OR ARISING IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES (REGARDLESS OF THE CAUSE OF SUCH INJURY OR LOSS), THE DELIVERY AND/OR SUBSEQUENT USE OR MISUSE OF THE PRIZE AWARDED AND/OR PRINTING, DISTRIBUTION OR PRODUCTION ERRORS. WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED "AS IS" AND THAT SPONSOR HAS NOT MADE AND IS NOT IN ANY MANNER RESPONSIBLE OR LIABLE

FOR ANY REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, RELATIVE TO ANY PRIZE, INCLUDING, BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

6. **DISPUTES**:

- A. Except where prohibited, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prize will be resolved individually, without resort to any form of class action and exclusively by the appropriate court located in the State of North Carolina; (ii) any and all claims, judgments, and awards to entrants will be limited to actual out of pocket costs incurred, including costs associated with participating in this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will an entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages other than for actual out of pocket expense and any and all rights to have damages multiplies or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or an entrant's and/or Sponsor's rights and obligations in connection with this Sweepstakes are governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules.
- B. If there is any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in Sweepstakes materials (including, but not limited to, point of sale, television, radio, and print advertising, promotional packaging, and other promotion media), the details of this Sweepstakes as set forth in these Official Rules prevail.
- 7. **PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be used by Sponsor, Davidson, UNCC, South Carolina, Administrator, and each of their affiliates, agents and marketers in accordance with Administrator's privacy policy, located at https://www.sidearmsports.com/privacy-policy/.
- 8. **OFFICIAL RULES OR WINNERS LIST:** For a copy of the Official Rules or Winner List (available on or about March 8, 2023, send a self-addressed, stamped envelope (residents of VT need not include return postage on rules requests) to the following address no later than March 10, 2023 (please specify "Official Rules" or "Winners"): 2023 Olde English District Stay & Play, Learfield Communications/Legal Department, 540 North Trade Street, Winston-Salem, NC 27101.
- 9. **SPONSOR/ADMINISTRATOR:** Sponsor: Olde English District, PO Box 368 Fort Lawn, SC 29714. Administrator: Learfield Communications, 540 North Trade Street, Winston-Salem, NC 27101.
- 10. **SHORT RULES:** NO PURCHASE NECESSARY to enter the Olde English District Stay & Play. Open to legal residents of the United States, age 18+. Subject to <u>Official Rules</u>. Void where prohibited. Starts 12:00PM ET, 2/3/2023; ends 11:59PM ET, 3/3/2023. For Official Rules and entry info, visit (i) for Davidson:

https://davidsonwildcats.com/sb_output.aspx?form=1126 (ii) for UNCC: https://charlotte49ers.com/sb_output.aspx?form=121; and for South Carolina: https://gamecocksonline.com/OED. Sponsor: Olde English District.

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