## **CTBids Premier Sweepstakes, January 2025**

## **OFFICIAL RULES**

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

## MUST BE A CURRENT PREMIER SUBSCRIBER TO CTBIDS WITH AN ACTIVE TRIAL, PAID, OR AD SUPPORTED SUBSCRIPTION PLAN ON OR PRIOR TO DECEMBER 28, 2024 MUST BE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.

HOW TO ENTER. To enter this sweepstakes ("Sweepstakes"), go to <u>https://www.ctbids.com/my-account/premier-benefits</u>, and click on the Mystery Rewards icon between 12:00 AM Eastern Time ("ET") on **January 1, 2025** 12:00 Midnight Eastern Time and 11:59 PM ET on **January 28, 2025** (the "Entry Period"). Successful clicking on the icon and submitting of all required information shall be considered an "Entry" and the person submitting the Entry, the "Entrant." All information relating to the fact of entry becomes the property of Sponsor.

LIMIT ONE ENTRY PER ELIGIBLE SUBSCRIBER: Multiple entries submitted by a single person during the Entry Period, whether from one e-mail address or multiple e-mail addresses shall render all such person's entries void and ineligible. In the event of a dispute over the identity of an online entrant, Entry will be deemed submitted by the authorized account holder of the e-mail account of the e-mail address submitted at time of Entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**CONDITIONS OF ENTRY/ELIGIBILITY TO WIN**. Entrants agree to abide by the terms of these Official Rules and by the decisions of Sponsor which are final. This Sweepstakes is open only to individuals who meet ALL of the following qualifications: (i) is a legal resident of the United States, the District of Columbia, or Puerto Rico; (ii) IS A CURRENT CTBIDS PREMIER SUBSCRIBER WITH AN ACTIVE TRIAL, PAID, OR AD SUPPORTED CTBIDS PREMIER SUBSCRIPTION PLAN ON OR PRIOR to **December 28, 2024**, and (iii) is at least 18 years of age at time of entry. This Sweepstakes is intended for participation in the aforementioned areas only. By participating in the Sweepstakes, Entrants agree: (i) to be bound by these Official Rules, including all eligibility requirements and (ii) to be bound by the decisions of Sponsor, which are final and binding in all matters. Employees of Sponsor and their respective subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, and members of their immediate family (e.g., spouses, domestic partners, parents, children, siblings) are not eligible to win. Entries that are incomplete or corrupted are void and will not be eligible. Any effort by an Entrant to misrepresent himself or herself using aliases or multiple e-mail addresses will disqualify all entries of such individual.

Sponsor and its agents reserve the right to verify eligibility qualifications of any winner. Failure to comply with these Official Rules as determined in the sole discretion of the Sponsor may result in disqualification from the Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

SPECIAL PUBLICITY NOTICE. If you are selected as a potential winner, you grant to Sponsor and its respective promotional agents your express permission (except where prohibited by law) to use your name, identity, description of prize won, city of residence and likeness, if applicable, for promotional purposes, in any media now known or hereafter developed, without further compensation. Even though you consent to all the above, Sponsor has no obligation to do any of it. See more details at "WINNER SELECTION" below.

PRIZE. Variety of Restaurant Gift Cards, Retail Store Gift Cards, Event Gift Cards, Cash Gift Cards.

Approximate Retail Value of the Prize: \$250.00 (Two Hundred Fifty Dollars USD).

Winner agrees that the prize is awarded pursuant to a revocable, nontransferable license that is personal to the winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. No prize substitution, cash substitution, assignment, or transfer of prizes is permitted, except by Sponsor who may substitute a prize of equal or greater value if any portion of the advertised prize becomes unavailable. In no event shall more than the number of stated prizes be awarded. Any un-used elements of the prize will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes. All federal, state, local, and other taxes, costs, and expenses relating to the use, acceptance, or possession of the Prize are the sole responsibility of the winner. Actual retail value of the Prize will not exceed \$250.00. Odds of winning depend upon the number of eligible Entries received during the Entry Period.

WINNER SELECTION. The winner will be determined in a random drawing to be held on or about **February 12**, 2025 from among all eligible entries received under the supervision of Sponsor whose decisions are final and binding in all respects. Selected Prize Winner will be notified by telephone or email, at the Sponsor's discretion, using information provided at time of entry. If a selected prize winner does not respond back to Sponsor within five (5) business days from the time a message is left or an email is sent and provide Sponsor with a valid email address where notification of potential winner status and required documents as described below can be sent, then the prize will be forfeited and an alternate winner selected. Except where prohibited, acceptance of a prize constitutes winner's consent, and winner will be required to sign a release, to allow Sponsor and its promotional agents to use winner's name, likeness, photo, video footage, and/or biographical data for advertising and promotional purposes, without additional compensation, in perpetuity, in all media, now known or hereafter developed. Winner may be

required to sign and return to Sponsor a Declaration of Eligibility, Publicity & Liability Release ("Declaration") (unless prohibited) and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of acceptance of prize, WITHIN TEN (10) BUSINESS OF THE DATE OF THE NOTIFICATION or prize will be forfeited and an alternate winner selected. Prize will only be awarded after receipt and verification of completed prize notification. If prize notification is undeliverable, or if a potential winner does not respond to the prize notification telephone call within the time specified or if the potential winner cannot be contacted for any reason, including an invalid telephone number, if the Declaration is not complete and received by Sponsor within the time required, or in the event of non-compliance with these Official Rules, the Prize will be forfeited, and an alternate winner will be selected at random from the remaining eligible entries.

**PRIVACY NOTICE/MARKETING**. By entering this Sweepstakes, any personal information Entrants submit will be disclosed to the Sponsor and will be used only by us consistent with our privacy policy. Sponsor may use Entrants' personal information, including postal and e-mail addresses, to contact Entrants regarding goods and services and any other offers and/or promotions that we believe might be of interest to Entrants. (If you have previously asked us not to send you promotional emails, your Entry into this Sweepstakes will cause you to receive emails related only to this Sweepstakes.) Special Note: We will make no use of your telephone number or date of birth as a result of your Entry except to contact potential winner and to verify your eligibility to enter.

**GENERAL CAUTION/RELEASE.** Sponsor reserves the right to permanently disgualify any person it believes has violated these Official Rules. If, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Sweepstakes, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the Sweepstakes, Sponsor reserves the right to terminate the Sweepstakes and select winner from among all eligible entries received prior to termination. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted at https://www.ctbids.com/my-account/premier-benefits. Any attempt to deliberately damage the content or operation of this drawing is unlawful and subject to legal action by the Sponsor and its agents. You agree, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors and assigns (collectively the "Releasing Parties") to hereby release, defend, indemnify, and hold harmless the Sponsor, and those working on their respective behalf, and all other businesses involved in this Sweepstakes (including prize vendor or provider, talent, or Event Venue), as well as each of their respective employees, officers, directors, agents and representatives, successors and assigns (collectively the "Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have, whether known or unknown, asserted or non-asserted, which may in any way arise out of or relate to your participation in this Sweepstakes or the awarding, acceptance, use, or misuse of a prize, including travelling to and attendance at the Event.

**DISCLAIMER OF LIABILITY**. The Released Parties shall not be responsible for (i) any typographical or other error in the publishing or printing of the offer, administration of the Sweepstakes or in the announcement of any prize; (ii) lost, late, misdirected, damaged, illegible or incomplete entries, or postage due mail; (iii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, mobile device, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (iv) any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from participating in the Sweepstakes; or (v) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes.

You agree that the Released Parties shall not be liable for any injury, including illness, death, loss, or damage of any kind caused or claimed to be caused, by participation in this Sweepstakes, or from the acceptance, use, or redemption of any prize, including travelling to and attendance at the Event.

**FORCE MAJEURE**. In the event Sponsor and its agents are prevented from continuing with this Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, pandemic, virus, quarantine, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within their control, Sponsor and its agents shall have the right to modify, suspend, extend or terminate the sweepstakes, and award the prize in its sole discretion. IF AN EVENT IS CANCELLED OR TRAVEL TO A DESTINATION PERTINENT TO THE SWEEPSTAKES IS IN ANY WAY DELAYED OR CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZE(S) DESCRIBED ABOVE, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO THE WINNER AND GUEST. LAW / DISPUTE RESOLUTION. This Sweepstakes shall be governed by and interpreted under the laws of the State of Ohio, U.S.A., without regard to its conflicts of laws provisions that may require the application of the laws of another jurisdiction. All disputes, claims, and causes of action arising out of or in connection with this Sweepstakes shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this Sweepstakes shall take place exclusively in the federal or state courts sitting in Hamilton County, Ohio, and you expressly consent to the jurisdiction of and venue in such courts and you waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. You agree to service of process by mail or other method acceptable under the laws of the State of Ohio. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**WINNERS LIST.** For a copy of the winner(s) list, available one business day after WINNER SELECTION DATE ("Winner List Date"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Sweepstakes within 45 days after the Winners List Date to C.T. Franchising Systems, Inc., 4755 Lake Forest Drive, Suite 100, Cincinnati, Ohio 45242, Attention: Promotions Department.

**SPONSOR**. C.T. Franchising Systems, Inc. 4755 Lake Forest Drive, Suite 100, Cincinnati, Ohio 45242. Sponsor's Sweepstakes and other promotions may be advertised through its subsidiaries and affiliates. This promotion may be advertised on Facebook, but this promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook. Inquiries regarding the promotion must be directed to Sponsor.

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