

Official Rules
KeyBank x The City of Albany Dad Fest Social Sweepstakes

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

BY PARTICIPATING, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, INCLUDING THE CLASS ACTION WAIVER GOVERNING HOW YOU RESOLVE DISPUTES WITH KEYBANK. IF YOU DO NOT AGREE TO THESE OFFICIAL RULES, DO NOT PARTICIPATE IN THIS SWEEPSTAKES.

OVERVIEW. The KeyBank x City of Albany Dad Fest Social Sweepstakes (the “**Sweepstakes**”) is a promotion sponsored by KeyBank (the “**Sponsor**”).

ENTRY PERIOD. The entry period for the Sweepstakes begins on May 29, 2024 at 12:01am ET and ends on June 12, 2024 at 11:59pm ET (the “**Promotional Period**”). KeyBank reserves the right to cancel, suspend and/or modify the Sweepstakes if fraud, technical failures or any other factor beyond KeyBank’s reasonable control impairs the integrity of the Sweepstakes, as determined in KeyBank in its sole discretion. In addition, the Promotional Period may end at any time in the sole discretion of KeyBank; provided, however, that the prize(s) will be awarded in the same manner and method indicated to eligible entries received before the termination occurs.

ELIGIBILITY. To be eligible to enter the Sweepstakes, entrants must be legal residents of the United States and reside in New York must be eighteen (18) years or older at the time of the entry. Employees of KeyBank and its affiliates, their immediate family members, and individuals residing in the same household as such employees are not eligible to participate. Public officers, members of the general assembly, local government officials or government employees or anyone in their immediate family (meaning spouse, or parents, siblings, children and their respective spouses) and anyone domiciled with them, whether or not related, are not eligible to participate. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor which are final and binding.

ENTRY. There are two ways to enter. (1) Instagram: Entrants must follow @keybank and @Albanynyevents on Instagram and like and leave a comment on the post about the Sweepstakes during the Promotional Period. (2) Facebook: Entrants must follow KeyBank and Albany Events and like and leave a comment on the post about the Sweepstakes during the Promotional Period. **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, or Instagram.** Limit one (1) entry per person per platform during the Promotional Period. Only eligible entries received in accordance with these Official Rules will be included in the Drawing. Illegible, unintelligible, incomplete, garbled or mutilated entries will be disqualified. Neither KeyBank nor its affiliates is responsible for printing or typographical errors, stolen, lost, late, misdirected, damaged, ineligible, postage-due, inaudible or incomplete entries or for transactions that are processed late or incorrectly or are lost due to computer or electronic malfunction. All entries become the property of KeyBank and none will be acknowledged or returned.

Automated or bulk entries or entries submitted by third parties will be disqualified. Entries must be submitted by the participant. No copies, facsimiles, or mechanical reproductions of the entry form will be accepted. Any attempt by any participant to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, registrations, email addresses, login, or any other methods will void that participant’s plays and/or entries, and that participant may be disqualified at Sponsor’s discretion. Multiple participants are not permitted to share the same email address. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The “authorized account holder” is the natural person assigned an 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 address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. You must complete all required information to be eligible to enter. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

PRIZES, APPROXIMATE RETAIL VALUE AND ODDS OF WINNING. One (1) total winner will be awarded the KeyBank Dad Fest package which includes the following: one (1) Cuisinart Outdoors® BBQ grill chef apron & towel set (approximate retail value \$50), one (1) Cuisinart Outdoor® 2-piece magnetic grill lights set (approximate retail value \$27), one (1) Cuisinart Outdoor® 14 piece deluxe grill tool set (approximate retail value \$60), and one (1) Legacy Relaxed Twill Dad Hat (approximate retail value \$15). The total approximate retail value of prizes in the Sweepstakes is \$152. No substitute, transfer, or cash equivalent for a prize is permitted. All prizes are awarded on an "as is" basis without warranty of any kind, express or implied, including, without limitation, any warranty of fitness for a particular purpose or warranty of merchantability by KeyBank. The mention of any entity, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such entity or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.

The odds of winning a prize will depend on the total number of eligible entries received.

DRAWING AND NOTIFICATION OF WINNERS. On or about June 13, 2024, the potential winner will be selected by random drawing from all eligible entries received during the Promotional Period (the “**Drawing**”). The potential winner(s) will be notified via Instagram or Facebook within five

(5) calendar days of the Drawing. Except where legally prohibited, the potential winner(s) may be required to sign and return an Affidavit of Eligibility and Release within fourteen (14) business days otherwise his/her prize award will be void and may be awarded to an alternate winner. If a potential winner cannot be contacted after two (2) attempts have been made, or if they fail to complete and return the required Eligibility and Release form within the required time period (if applicable), or if they are disqualified for any other reason, Sponsor may conduct a redraw to select an alternate winner. Only two (2) alternate drawings will be held, after which any remaining prizes will remain un-awarded. Prize winner(s) are solely responsible for all federal, state, and/or local taxes, filing all other applicable documentation with government agencies, the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Information concerning the award of a prize and its respective winner may be reported on Form 1099 to the Internal Revenue Service. Void where prohibited by law. All federal, state, local and municipal laws and regulations apply.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

GENERAL CONSIDERATIONS. Entries are subject to verification and are automatically void and will be rejected if forged, altered, defaced, tampered with, mechanically reproduced, irregular in any way, irregularly obtained, or if it contains printing errors or omissions. KeyBank reserves the right to distribute entries in any fashion it selects, to accelerate or modify the method of distribution and to refuse entries to participants, who, in its sole determination, abuse any privileges in order to participate.

By submitting an entry, each entrant agrees to (a) comply with and be bound by these Official Rules and the decisions of KeyBank which are binding and final in all matters relating to this Sweepstakes, and (b) indemnify, defend, and hold harmless KeyBank, its affiliates and subsidiaries, and their respective officers, directors, employees, representatives, and agents (collectively, the "**Released Parties**") from and against any and all claims, losses, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize or while traveling to, preparing for, or participating in a prize-related activity and/or the broadcast, exploitation or use of an entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrants participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize(s).

PRIVACY POLICY. Any personally identifiable information submitted during an entrant's participation in the Sweepstakes will be collected by Sponsor and used by Sponsor (i) for purposes of proper administration and fulfillment of the Sweepstakes as described in these Official Rules, and (ii) as described in Sponsor's privacy policy and/or posted on Sponsor's website. In addition, each entrant agrees that Sponsor may share any personally identifiable information he/she supplies as part of the entry process with any of the Promotion entities, the use of which will be governed by the privacy policy maintained by such Promotion entity.

PUBLICITY RELEASE. Except where prohibited by law, by entering the Sweepstakes each entrant hereby agrees and consents, without further authorization, compensation, or remuneration of any kind, to the use of the entrant's name, likeness, voice, photograph, performance, and/or biographical information in any and all advertising, promotions, and other publicity conducted by KeyBank and any of its respective parents, subsidiaries, affiliates, agents, licensees, successors, and assigns in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation unless prohibited by law. Nothing herein will obligate KeyBank to make any use of any of the rights set forth herein.

DISPUTES. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively in the state or Federal courts in Cuyahoga County, Ohio (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, 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.

OFFICIAL RULES REQUEST. For a copy of the Official Rules, please send a request to KeyBank x City of Albany Dad Fest Social Sweepstakes, 4910 Tiedeman Road, Brooklyn, OH 44144 by June 12, 2024

WINNER POSTING. To receive the name of the prize winners, send a self-addressed stamped envelope to: KeyBank x City of Albany Dad Fest Social Sweepstakes, 4910 Tiedeman Road, Brooklyn, OH 44144 by July 12, 2024.

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