

Cleveland Indians CollegeAdvantage College Savings Giveaway

August 19, 2020 through 11:59 p.m. ET Wednesday, October 28, 2020

Sweepstakes Rules

1. **Certification of Entrant:** By entering the Cleveland Indians CollegeAdvantage College Savings Giveaway (the "Sweepstakes"), you agree to be bound by these Sweepstakes Rules and acknowledge that you have complied with these Sweepstakes Rules, and are an eligible individual as described in item Section (4) below.
2. **No purchase necessary:** No purchase necessary to enter or win. No purchase or contribution to a CollegeAdvantage Direct 529 Plan will increase your chances of winning.
3. **Required information to enter:** You must provide your first and last name, a valid email address and phone number to enter.
4. **Eligibility:** The Sweepstakes is open to legal residents of Ohio who are: (i) eighteen (18) years or older, (ii) permanently resides in the following Ohio counties located in the Cleveland Indians Home Television Territory: Ottawa, Sandusky, Seneca, Hancock, Wyandot, Crawford, Marion, Morrow, Delaware, Knox, Richland, Huron, Erie, Lorain, Ashland, Cuyahoga, Medina, Wayne, Holmes, Coshocton, Lake, Geauga, Summit, Portage, Stark, Tuscarawas, Guernsey, Noble, Ashtabula, Trumbull, Mahoning, Columbiana, Carroll, Harrison, and Monroe. Employees, officers, directors and board members (and the immediate family members of each) of the Ohio Tuition Trust Authority ("OTTA"), the Ohio Department of Higher Education, Cleveland Indians Baseball Company, LLC ("Cleveland Indians"), and Cleveland Indians Charities are not eligible for the Sweepstakes. Immediate family members are defined as parents, children, spouses or siblings and their respective spouses, regardless of where they reside, and those living in the same households, whether or not related.
5. **How to enter:**
 - A. **Online Entry:** Eligible individuals may enter the sweepstakes by completing the official CollegeAdvantage Sweepstakes Entry Form on the CollegeAdvantage website located at: www.collegeadvantage.com/Indians. Deadline for Online Entry is 11:59 p.m. ET on Wednesday, October 28, 2020. Limit one (1) entry per day, per email address.
 - B. **Mail Entry:** Eligible residents may, as an alternative, mail a 4"x 6" postcard with your first name, last name, mailing address, phone number, and a valid e-mail address to: Ohio Tuition Trust Authority, Cleveland Indians College Savings Giveaway, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215. Mailed entries must be postmarked by October 21, 2020 in order to be included in the drawing. All entries submitted between September 21, 2020 and the date of this notice will be deemed valid and accepted as long as the entry is properly submitted and no resubmission is necessary. Limit one (1) entry per day per date-stamped outer envelope.
6. **Drawing date:** A random drawing will be held by the OTTA, the "Sponsor" of the Sweepstakes, on or about November 2, 2020, from the eligible entries received. Subject to verification of eligibility and compliance with the terms of these Sweepstakes Rules, each potential winner will be declared an official winner of the Sweepstakes (each, a "Winner" and collectively, "Winners"). The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received.
7. **Prizes:** A total of four (4) Prizes (as defined below) will be awarded. One (1) Grand Prize Winner will receive a \$10,000 CollegeAdvantage 529 Direct Plan College Savings Award (the "Grand Prize") and six (6) tickets to a

2021 Cleveland Indians Game for the Grand Prize presentation. The First Runner-Up, Second-Runner-Up and Third Runner-Up Winners will each receive four (4) tickets each to a 2021 Cleveland Indians Game and an autographed Indians item (the "First Runner-Up Prize," "Second Runner-Up Prize" and "Third Runner-Up Prize"). The Grand Prize, First Runner-Up Prize, Second Runner-Up Prize, and Third Runner-Up Prize are collectively referred to as a "Prize" or the "Prizes."

8. **Winner notification:** Winners will be contacted by e-mail or phone ("Notification") on or about Thursday, November 5, 2020, and will have two (2) business days from notification to claim their Prize (the "Deadline").

9. **Grand Prize Conditions:** Before the Grand Prize can be awarded, the Winner must:

- Sign and return to OTTA a completed W-9 tax form and a Recipient Acknowledgement of Terms of the Grand Prize and Release Form, both forms to be provided by OTTA;
- Identify at least one (1) beneficiary, but not more than six (6) beneficiaries, to receive the Grand Prize; and
- Have, or establish within ten (10) business days of returning to OTTA a completed W-9 tax form and a Recipient Acknowledgement of Terms of the Grand Prize and Release Form, a CollegeAdvantage Direct 529 Savings Plan Account, with a designated Beneficiary and provide their eleven (11) digit account number to OTTA via a completed Recipient Acknowledgement of Terms of the Grand Prize and Release Form. If establishing a new CollegeAdvantage Direct 529 Savings Plan Account, no initial contribution from the Winner is necessary (the award will constitute the initial contribution). If contributing to and/or establishing multiple CollegeAdvantage Direct 529 Savings Plan Accounts, the Winner must designate how the Grand Prize should be distributed across said accounts.

10. **Forfeiture of a Prize:** If a Winner cannot be contacted using the e-mail address or phone number provided with the Winner's entry or does not respond after reasonable attempts after the Deadline to claim a Prize, OTTA may select a new Winner. A Winner may also forfeit any claim to a Grand Prize if OTTA has not received the information and documentation required in Section 9 above via mail, e-mail, or fax by the deadline established by OTTA. As stated in Section 9 above, if the Winner establishes one or more new CollegeAdvantage Direct 529 Savings Plan account(s), such account(s) must be established within ten (10) business days of the deadline provided by OTTA, or the Grand Prize will be forfeited.

11. **Additional Prize Conditions:** All Prize details shall be determined in the sole and absolute discretion of Sponsor. Each Winner is fully responsible for any and all applicable federal, state, territory, provincial and local taxes (including income and withholding taxes). All costs and expenses associated with the Prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of each individual Winner. The Prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute any Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. **TRANSPORTATION TO/FROM THE GAME, EVENT OR EXHIBITION AND LODGING NOT INCLUDED.** Seat locations at the game and, unless stated otherwise in the 'Prizes' Section, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Award of the ticketing portions of the Prizes shall be conditioned upon fans being permitted to attend games in the stands during the 2021 baseball season and may be modified by the Cleveland Indians in its sole discretion. Each Winner's guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. Major League Baseball game, event and exhibition dates and

times are determined in the sole discretion of the Commissioner of Baseball and/or the Cleveland Indians, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of any Prize will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance, diseases, epidemic, pandemic, quarantine, governmental intervention, or any other reason. Each Winner and his/her guest(s) agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the Prize. Sponsor and the Cleveland Indians reserve the right to remove or to deny entry to any Winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Released Parties (defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, diseases, epidemic, pandemic, quarantine, governmental intervention, work stoppage or any other reason outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Prize forfeiture, and may invalidate the license granted by the game ticket(s).

12. **Announcement of Winners:** All Prize Winners will be announced on or about Monday, November 30, 2020, on the CollegeAdvantage Facebook page. Any person may also receive a list of Winners by sending a self-addressed, stamped envelope to: Ohio Tuition Trust Authority, Cleveland Indians College Savings Giveaway, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215. Such request must be postmarked no later than Monday, November 23, 2020.
13. **Publicity Release:** By entering this Sweepstakes you agree, except where prohibited, to have your name, address (city and state), photograph, voice and/or other likeness and Prize information used for advertising, trade and promotional purposes and without further compensation, in all media now known or hereafter discovered, in any manner, worldwide in perpetuity without notice or review or approval at the discretion of OTTA. Any such information is being collected by OTTA and not by Facebook or any other person or entity.
14. **Permission for Communications and Privacy Policy:** By entering this Sweepstakes, you agree to receive information from OTTA about their products and the CollegeAdvantage Program via mail, e-mail and any other method of communication. Any information collected during this Sweepstakes is being collected by OTTA and not by Facebook or any other person or entity. OTTA does not share or sell any of its lists of contact information with or to third parties.
15. **Facebook Release.** This Sweepstakes is being conducted solely by OTTA and is not sponsored, endorsed or administered by, or associated with, Facebook. By entering the Sweepstakes you hereby release Facebook from any and all liability related to your participation in the Sweepstakes.
16. **Reservation of Rights.** OTTA reserves the right to cancel or modify the terms of the Sweepstakes at any time, for any reason, with or without notice to Sweepstakes entrants, and by participating in the Sweepstakes, you agree to be bound by such cancellation and/or modification.
17. **Limitations of Liability; Forum.** OTTA is not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered, or garbled notifications, mail or entries or postage-due mail; or for lost, interrupted or unavailable network, server, Internet Service Provider ("ISP"), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind

whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which 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. OTTA is also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Sweepstakes. OTTA is not responsible for any Prize mailed to an address provided by a Winner but not delivered, regardless of the reason for non-delivery, or for any Prize that a Winner is unable to use, whether due to cancellation of the event, personal circumstances or any other reason. OTTA is not responsible for injury or damage to an entrant's or any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. By participating in the Sweepstakes and submitting an entry, each entrant agrees to (a) be bound by these Sweepstakes Rules, including all entry requirements, and (b) waive any and all claims against Sponsor, the Cleveland Indians, the other MLB Entities, Facebook, Inc. ("Facebook"), Apple, Inc. and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Prize (or any portion thereof) or any travel or activity related to the receipt or use of any Prize (or any portion thereof). By entering this Sweepstakes, you hereby submit to the exclusive jurisdiction of the courts of Franklin County, Ohio.

18. **Disclaimers:** This Sweepstakes is subject to all applicable federal, state and local laws. Void in Florida, New York, Rhode Island and where prohibited. Odds may vary based on the number of eligible entries received. Persons who tamper with, hack, manipulate or abuse any aspect of the Sweepstakes or website, or who attempt to do the same may be subject to prosecution, and persons engaging in any of the foregoing activities or who are in violation of these Sweepstakes Rules, as solely determined by OTTA, will be disqualified and all associated entries will be void. OTTA reserves the right, at its sole discretion, to suspend, modify or terminate the Sweepstakes should any portion of the Sweepstakes be, in OTTA's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of OTTA, corrupt or impair the administration, security, fairness or proper play, or submission of entries. If terminated, OTTA may, at its discretion, select the potential winners for the drawing at issue from all eligible, non-suspect entries received for such drawing prior to action taken or as otherwise deemed fair and appropriate by OTTA. OTTA is not responsible for typographical or printing errors in these Sweepstakes Rules or in any other documents related to this Sweepstakes. Standard data charges from your mobile carrier may apply if entering this Sweepstakes on a mobile device. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the email address by the ISP, on-line service provider, or other organization responsible for assigning e-mail addresses. The Approximate Retail Value ("ARV") of the Prizes are as follows: Grand Prize - \$10,300; First Runner-Up Prize - \$400; Second Runner-Up Prize - \$400; and Third Runner-Up Prize - \$400. Limit one (1) Prize per person/household.

19. **Sponsor:** The Sponsor of the Sweepstakes is Ohio Tuition Trust Authority, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215.