

“2021-2022 Burgan Real Estate Putt for Tuition” Sweepstakes Official Rules

(1) No purchase necessary to enter or win. A purchase will not increase your chances of winning.

(2) Eligibility: The 2021-2022 “Burgan Real Estate Putt for Tuition” Sweepstakes (the “Sweepstakes”) is open to legal residents who are at least eighteen (18) years of age or older and currently enrolled and in good standing as an active student in Youngstown State University for the semester on the night of the contest. Employees of the Burgan Real Estate, LLC (“Burgan”), Youngstown State University (“YSU”) and each of their respective parents, subsidiaries, affiliates, directors, owners, employees or agents, marketing or promotional agencies, and their immediate families (all together, the “Released Parties”), current or past professional or collegiate golfers, golf instructors or anyone paid to play or teach golf are not eligible to enter or win. This Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations.

(3) How to Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING. In order to be entered into the Sweepstakes, an eligible entrant (“Contestant”) must register upon entering the YSU Gymnasium in Youngstown, Ohio on the day of the contest. One (1) entry per person during the Sweepstakes Period. Late entries will not be eligible for the Sweepstakes. Burgan is not responsible for lost, late, illegible, corrupted or misdirected entries. If an Entrant completes multiple survey forms, only the first entry will be considered. All entries become the property of Burgan. By completing and submitting the form, an Contestant consents to (a) being contacted by Burgan and its respective affiliates; and (b) be bound by, and comply with, all of the terms and conditions set forth in these Official Sweepstakes Rules. Any individual who attempts to enter in excess of the disclosed maximum, by any means, including but not limited to using multiple addresses, will be disqualified from participation in this Sweepstakes.

(4) Sweepstakes Term: The Sweepstakes entry period will commence on days of the events listed when doors open to YSU Gymnasium, unless Burgan otherwise extends the Sweepstakes, if applicable (the “Sweepstakes Term”), on the same terms and conditions. All entries must be received by the start of the basketball game on the date the contest is being administered.

(5) Contestant(s) Selection and Rules: Contestants will be randomly selected from names of registrants who entered their names into the drawing upon entering YSU Gymnasium - Youngstown, OH on the following dates: December 2, 2021, December 8, 2021, January 13, 2022, January 14, 2022, January 27, 2022, January 28, 2022, February 17, 2022 and February 18, 2022. Names will be chosen at random until the first name of somebody in attendance at the named event is chosen. The selection may not be made sooner than the start of the game per day. No one contestant may be selected to participate on more than one occasion. The individual selected cannot choose another person to participate on his/her behalf. If a Contestant: (a) is unreachable; (b) does not make direct contact with the Burgan by the date

specified in the notification message; or (c) fails to accept the contest, Burgan reserves the right, in its sole and absolute discretion, to disqualify such Contestant and, to select a replacement another Contestant from the same entries based on the same criteria set forth in these Official Sweepstakes Rules. Burgan shall not be responsible for failed attempts to notify the Contestant and Burgan assumes no responsibility for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the Contestant. Odds of becoming a Contestant depend upon the number of eligible entries received.

Contestant must successfully putt a regulation golf ball using a regulation USGA putter completely through the square target opening measuring a maximum of 3" x 3" cut from a solid material (IE: Plywood, plexiglass, etc.) placed on the ground. The contest must take place on a basketball court. The Contestant must make his/her first putt from no less than ninety four feet (94 feet). The ball must be behind the demarcation line. The Contestant may have only one putt and must make his/her first attempt in order to be reimbursed for the prize. The ball cannot bounce off any obstacles after the stroke has been made and prior to the ball entering the target opening. The ball may hit the inside portion oof the target opening while going through the target opening but the ball must continue to move forward throughout the entire shot in order for the putt to be deemed valid. If the ball hits the target, stops moving forward at any point and then trickles into the hole, it is deemed an invalid shot. Each putt is subject to USGA Rules in order to be deemed valid. A "putt" is deemed as a stroke, according to the USGA Rules of Golf, taken by an officially pre-registered Contestant.

(6) Contestant Verification: Upon the request of Burgan, the Contestant must sign and return the "Contestant Agreement to Participate" form in order to participate. The following documents by a date determined by Burgan in order to be eligible to receive the Prize: (a) an affidavit of eligibility; and (b) a liability/publicity release in form and substance satisfactory to Burgan. If any of the foregoing documents are not completed, signed, and returned within the stated time, or if the Winner is deemed by Burgan to be ineligible or not to have complied with these Official Sweepstakes Rules, then such Winner will be disqualified.

(7) Sweepstakes Prize and Approximate Retail Value ("ARV"): The one (1) Contestant selected will have (1) putt from 94 feet to win \$10,000. If Winner meets the eligibility rules and makes the putt from the stated location, Contestant wins \$10,000. No practice shots are permitted prior to or during the Sweepstakes. The Sweepstakes prizes are non-transferable and non-assignable to any other person including relatives or friends. Any attempt to transfer, assign or sell the Sweepstakes prize without the express written consent of Burgan may result in a forfeiture of the Sweepstakes prize at Burgan's sole discretion. The Winner shall be solely responsible for any and all costs not specifically described as part of the Prize, including (if applicable) any and all of his or her travel expenses and accommodations.

Except where prohibited by law, Prize acceptance constitutes a release granting Burgan the right to use the Winner's name, likeness, statements (if true), biographical information, voice, and cities and states of residence for advertising, marketing, and publicity purposes on a worldwide basis (without review by the Winner) and in all forms of media, without compensation, remuneration, or other authorization. Burgan expressly disclaim any responsibility or liability in

connection with injury or loss to any person or property relating to redemption of the Prize. Burgan makes no representations or warranties in connection with the Prize. Restrictions, conditions and limitations apply.

(8) Posting Terms and License to Use Contestant Personal Information: In order to promote, market, and publicize the Sweepstakes, Burgan, YSU and its respective affiliates may require a license to use any and all information, materials, and content submitted in the Sweepstakes including, but not limited to, each Contestant's name (and likeness), biographical information, and any other personal information submitted. Accordingly, by submitting an entry, each Entrant expressly grants Burgan a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sub-licensable and transferable right and license to use, and share with its affiliates and any partner(s) of this Sweepstakes to use, however Burgan, its affiliates, and any partner(s) of this Sweepstakes may deem fit in its sole and absolute discretion, whether in connection with the Sweepstakes or otherwise, all content submitted in connection with an entry.

(9) Sweepstakes Conditions: All applicable U.S., federal, state, and local taxes, duties, or other taxes or fees are the sole responsibility of the Winner, who may be issued a 1099 IRS tax form for the ARV of any awarded prize. Prize consists only of items specifically listed as part of the prize. No cash alternative or prize substitutions will be allowed except as determined by Burgan, in their sole discretion. Times, dates and locations herein, including of YSU men's home basketball games, are subject to change and cancellation outside of Burgan's control or at YSU's sole discretion. If YSU games are canceled, suspended, not completed or not played for any reason, Burgan has no further obligation to the Winner to replace or substitute games.

(10) Limitation of Liability: By entering, entrant agrees to accept and abide by the rules of this Sweepstakes and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation or award of prize shall be submitted to Burgan, whose decision shall be binding and final. By participating, entrant agrees to release and hold harmless the Released Parties from any injury, loss, or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of the prize, participation in any Sweepstakes-related activity, or participation in the Sweepstakes.

Burgan is not responsible for any typographical or other error in the printing of this offer, administration of the Sweepstakes or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. If for any reason Burgan is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike (including, but not limited to, by players, administration or referees), act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, Burgan shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without further obligation. If Burgan in its discretion elects to so abbreviate the Sweepstakes, Burgan reserves the right, but

not the obligation, to award the prize from among all eligible entries received to date. All entries are the property of Burgan and are not returnable.

The use of any automated devices in connection with this Sweepstakes is prohibited. Burgan assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections, whether human, technical or otherwise in nature. **WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY COMPUTERIZED SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, BURGAN RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Burgan reserves the right, in its sole discretion, to cancel or suspend this Sweepstakes should virus, bugs or other causes beyond its control corrupt the administration, security or proper play of this Sweepstakes. Burgan is not responsible for any injury or damage to any person's computer or related equipment resulting from or relating to participation in this Sweepstakes or downloading any material related to this Sweepstakes. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified e-mail account.

(10) **Publicity Release:** In consideration for accepting the prize, Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of Winner's name and/or likeness in any and all advertising, promotions and other publicity conducted by the Released Parties except where prohibited by law.

(11) **Sweepstakes Administration & Marketing:** Contestants may be contacted for purposes of Sweepstakes administration using the contact information provided by the entrant (*e.g.*, winner notification). Each entrant may also be asked, but is not obligated, to consent (or "opt-in") to receive additional promotional emails or offers from Burgan or YSU. Subject to entrant's consent, entrant understands that Burgan or YSU may use entrant's information (including e-mail address) for marketing purposes and to provide entrant with information about Burgan or YSU services and special offers and entrant expressly consents to the use of entrant's information for such purposes.

(12) **Disputes/Choice of Law:** (a) Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (b) under no circumstances will Entrant be permitted to seek the award of, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of Entrants and/or Burgan in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard for conflicts of law doctrine, and all proceedings shall

take place in the State of Ohio. All Entrants agree to submit to the exclusive jurisdiction of the courts of the State of Ohio and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Sweepstakes or Official Sweepstakes Rules.

(13) SWEEPSTAKES VOID WHERE PROHIBITED.

(14) Contestants are only eligible to win one (1) prize per 90-day period regardless of sweepstakes, contest, giveaway or promotion type. 90-day period starts when prize is awarded.