

Cleveland Guardians CollegeAdvantage Home Run Giveaway

Wednesday, May 24, 2023 through 11:59 p.m. Eastern Time (ET) Sunday, August 20, 2023

Sweepstakes Rules

- Certification of Entrant:** By entering the Cleveland Guardians CollegeAdvantage Home Run Giveaway (the "Sweepstakes"), you agree to be bound by these Sweepstakes Rules and acknowledge that you have complied with these Sweepstakes Rules, including but not limited to verifying that you are an eligible individual as described in item five (5) below.
- No purchase required:** No purchase or contribution to a CollegeAdvantage 529 Savings Plan is necessary to enter. No purchase or contribution will increase your chances of winning.
- Required information to enter:** You must provide your first and last name, a valid email address, valid phone number, and your city and state of residence.
- Number of entries allowed:** One (1) entry per day, per email address.
- Eligibility:** To be eligible to enter and win, you must meet the following requirements from the time of entry through delivery of an Award (defined below), if applicable (each person meeting these requirements is herein referred to as an "Eligible Individual").
 - You must be a legal resident of the fifty (50) United States or District of Columbia (other than those excluded below);
 - You must be at least eighteen (18) years of age;
 - You must have a Social Security Number or Tax Identification Number;
 - You must **NOT** be an Employee or Board Member (or an immediate family member of such person) of the Ohio Tuition Trust Authority ("Sponsor"), Cleveland Guardians Baseball Company, LLC ("Cleveland Guardians"), Cleveland Guardians Charities, or the Ohio Department of Higher Education. 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; and
 - The Sweepstakes is open to legal residents of Ohio who are: (i) eighteen (18) years or older, and (ii) permanently reside in the following Ohio counties located in the Cleveland Guardians 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.
 - You must **NOT** reside in Florida, New York, Rhode Island or any other state or locality where this Sweepstakes is prohibited.
- How to enter:** Eligible Individuals may enter the sweepstakes by completing the official Cleveland Guardians CollegeAdvantage Home Run Giveaway form on the landing page at the CollegeAdvantage website: www.collegeadvantage.com/guardians.
- Enter by mail:** Eligible Individuals may, as an alternative, mail a 4"x 6" postcard with your first name, last name, date of birth including year, mailing address, valid phone number, and a valid email address to: Ohio Tuition Trust Authority, Cleveland Guardians CollegeAdvantage Home Run Giveaway, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215. Mailed entries must be postmarked by August 14, 2023, in order to be included in the drawing. Limit one entry, per postmark date, per stamped outer envelope.
- Deadline:** Deadline for entry online is 11:59 p.m. ET on Sunday, August 20, 2023.
- Drawing date:** A random drawing will be held by the Ohio Tuition Trust Authority ("OTTA") no later than Tuesday, August 22, 2023.
- Number of winners and Award:** A total of four (4) Awards (as defined below) will be awarded. One (1) Grand Prize Award Winner will receive a \$10,000 CollegeAdvantage 529 Direct Plan College Savings Award

and six (6) tickets to the September 17, 2023, Cleveland Guardians Game for the Grand Prize presentation (the "Grand Prize Award"). The First Runner-Up, Second-Runner-Up and Third Runner-Up Winners will each receive two (2) tickets to the September 17, 2023 Cleveland Guardians Game and an autographed Guardians item (each a "Runner-Up Award" and collectively, the "Runner-Up Awards"). The Grand Prize and the Runner-Up Awards are collectively referred to as an "Award" or the "Awards."

11. **Winner notification method and date:** Winner of the Grand Prize Award will be contacted by email no later than Friday, August 25, 2023, and will have two (2) business days to claim their Award (the "Grand Prize Deadline"). After the Grand Prize Award has been accepted, the Winners of the Runner-Up Awards will be notified successively of their Award by email. The Winners of the Runner-Up Awards will have two (2) business days from time of notification to claim their Awards (the "Secondary Deadline").
12. **Requirements for Grand Prize Award to be made:** Before the Grand Prize Award can be made, the Grand Prize Winner must:
 - Sign and return to OTTA, within two (2) business days of notification, an accurate, completed W-9 tax form and a Recipient Acknowledgement of Terms of Award and Release form, both forms to be provided by OTTA, and
 - Identify at least one (1) beneficiary, but not more than six (6) beneficiaries, into whose CollegeAdvantage 529 Direct Plan Account the Grand Prize Award will be deposited, 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 Award and Release form, a CollegeAdvantage Direct 529 Savings Plan account(s), each with one designated Beneficiary and provide their eleven (11) digit account number(s) to OTTA via a completed Recipient Acknowledgement of Terms of Award and Release form. If establishing a new CollegeAdvantage Direct 529 Savings Plan account(s), 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 (up to six (6) total with a minimum allocation of \$25 to each account), the Winner must designate how the Award is distributed across said accounts.
13. **Requirements for delivery of Runner-Up Awards:** Before the Runner-Up Awards can be delivered, the Winners of the Runner-Up Awards must sign and return to OTTA, within two (2) business days of notification, an accurate, completed W-9 tax form and a Recipient Acknowledgement of Terms of Award and Release form, both forms to be provided by OTTA.
14. **Forfeit of Award:** If a Winner cannot be contacted using the email address provided with the Winner's entry or does not respond after reasonable attempts and after the Deadline (or Secondary Deadline, as applicable based on Section Eleven (11) above) to claim the Award, OTTA will select a new Winner. Each Winner forfeits any claim to the Award if OTTA has not received the information and documentation required in items twelve (12) or thirteen (13) above, as applicable, via mail, email, or fax within three (3) business days of Notification. As stated in item twelve (12) above, if the Grand Prize Award Winner chooses to establish one or more (up to six (6) total) new CollegeAdvantage Direct 529 Savings Plan account(s) for deposit of the Award, such account(s) must be established within ten (10) business days of this deadline, or the Award will be forfeited. Any Award will also be forfeited if at any time OTTA discovers that you were not an Eligible Individual at the time of entry or at any time up to and including delivery of the Award. OTTA reserves the right at any time to remove an Award from the relevant account(s) if OTTA discovers after the Award has been deposited that incorrect information was provided, eligibility criteria were not met, or any other fact or circumstance exists that renders the delivery of the Award improper.
15. **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 and/or the Cleveland Guardians. Award of the ticketing portions of the Prizes shall be conditioned upon fans being permitted to attend games in the stands during the 2023 baseball seasons and may be modified by the Cleveland Guardians 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 Guardians, 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 Guardians 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).

16. **Public announcement of winners:** All Winners will be announced no later than September 18, 2023, 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 Guardians CollegeAdvantage Home Run Giveaway, 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215. Such request must be postmarked no later than September 18, 2023.
17. **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 Award 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. This item seventeen (17) does not apply to residents of Tennessee or any other location where this release is prohibited by law.
18. **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, email 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.
19. **Facebook Release.** This Sweepstakes is being conducted solely by OTTA and is not sponsored, endorsed or administered by, or associated with, Facebook. By entering this Sweepstakes you hereby release Facebook from any and all liability related to your participation in this Sweepstakes.

20. **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.
21. **Tax Liability.** OTTA is not qualified to give tax advice and nothing in these Sweepstakes Rules nor any communication from OTTA regarding this Sweepstakes or otherwise shall be deemed tax advice. OTTA hereby discloses that any Award is includible in the gross income of any Winner, and such Winner is responsible for reporting and paying any federal and/or state tax on their Award. OTTA will report to federal and state tax authorities the distribution of an Award and provide Winner(s) with a Federal Form 1099-Misc if the total of the Award won through this Sweepstakes and any other awards received from OTTA by any one individual total \$600 or more in a single calendar year. Any Winner(s) should consult a tax advisor regarding any tax liability arising from any award(s) received as a part of this Sweepstakes or otherwise.
22. **Limitations of Liability; Forum.** OTTA, the Cleveland Guardians, the other MLB Entities 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") are 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. The Released Parties are 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. The Released Parties are not responsible for any Award mailed to an address provided by a Winner but not delivered, regardless of the reason for non-delivery, or for any Award that a Winner is unable to use, whether due to cancellation of the event, personal circumstances or any other reason. The Released Parties are 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. Entrants, by participating, agree that the Released Parties, the Ohio Department of Higher Education and the State of Ohio, or any agency or instrumentality thereof, will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of an Award or participation in this Sweepstakes. By entering this Sweepstakes, you hereby submit to have all disputes resolved under applicable U.S. laws in the exclusive jurisdiction in a court of competent jurisdiction in Franklin County, Ohio. This Sweepstakes and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Sponsor's failure to enforce any terms of these Rules shall not constitute a waiver of that provision.
23. **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 email 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 email addresses. Each Award may be considered income, and any and all taxes associated with an Award are the responsibility of the Winner. **The Approximate Retail Value ("ARV") of the Grand Prize Award is \$12,100 (\$10,000 college savings award + the cost of six (6) suite tickets. Each suite ticket is valued at \$350.) The ARV for each Runner-Up Award is \$800 (the cost of the two (2) suite tickets and autographed Guardians item).** Winners may not substitute, assign or transfer an Award, but OTTA reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. All Award details are at OTTA's sole discretion. Limit one (1) Award per person/household.