

## Official Rules of the Graeter's Giveaway

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

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, TikTok or any other social network or platform. You understand that you are providing your information to Promotion Entities, and not to Facebook, Twitter, Instagram or any other social network or platform.

### ELIGIBILITY

The Graeter's Giveaway ("Promotion") is open only to natural persons who are legal residents of the 50 United States (and the District of Columbia), who have a valid social security or tax ID number, who are at least eighteen (18) years old at the time of entry, who have a valid Instagram account, and who will be in Cincinnati, OH on July 30, 2025. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Promotion may only be entered from and in eligible jurisdictions. Promotion Entities, prize providers, and their parent, subsidiary and affiliate companies, employees, agents and suppliers, and the immediate family (spouse, parents, siblings and children) and household members of each such person are not eligible to participate or win any prize. Administrator may request any potential winner to provide proof that such person is the winner. In the event of a dispute as to the identity of an entrant, the authorized account holder of the Instagram account will be deemed to be the entrant. All potential winners are subject to verification before any prize will be awarded. By participating in the Promotion, entrant fully and unconditionally agrees and accepts these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### SPONSOR AND ADMINISTRATOR

The Sponsor of the Promotion is Graeter's, 1175 Regina Graeter Way, Cincinnati, OH 45216 ("Promotion Entities"). The Administrator of the Promotion is Music & Event Management, Inc., 409 Broadway Street, Cincinnati, OH 45202 ("Administrator" or "Promotion Entities").

### PROMOTION PERIOD

The Promotion period begins at 12:00 PM Eastern Time ("ET") on July 20, 2025 and ends at 12:00 PM ET on July 22, 2025 ("Promotion Period"). Administrator's computer is the official time keeping device of the Promotion.

### HOW TO ENTER

There is one (1) way to enter:

#### Via Instagram

Log into your Instagram account and go to <https://www.instagram.com/riverbendpnc/>. Next, add your comment in the Promotion post as indicated in the timeline post from your Instagram account. If you do not have an Instagram account, visit [www.instagram.com](https://www.instagram.com/) to register for free. Registration for and use of the Instagram platform is subject to the Instagram terms and conditions, and Promotion Entities have no responsibility with respect to such registration or use of the Instagram platform. Promotion Entities are not responsible for the functionality of the Instagram platform, including changes that may interfere with the Promotion or the ability of a potential entrant to participate in the Promotion.

NOTE: Winner will be selected via random draw from all eligible entries received regardless of content in comment

#### For all entries

Each entrant is eligible to submit up to one (1) Promotion entry during the Promotion Period, regardless of method or combination of methods of entry or number of entries submitted. Total entries into the Promotion not to exceed one (1) per entrant. Multiple entrants are not permitted to share the same email address or other relevant account. Any attempt by you to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void your entries and you may be disqualified. Use of any repetitive, automatic, programmed or similar technology, system or agent (including without limitation promotion entry services) to enter is prohibited and will void all of your entries. Any automated receipt (such as one confirming delivery of text message or e-mail) does not constitute proof of actual receipt by Administrator of an entry. Promotion Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. All entries become the property of Administrator and none will be acknowledged or returned.

#### PRIZING

One (1) Grand Prize consists of one (1) \$50 Graeter's Gift Card and two (2) reserved tickets to Big Time Rush at Riverbend Music Center on July 30, 2025. Travel and accommodations are not included. All other expenses not specifically mentioned herein are solely the winner's responsibility. Winner and guest must abide by all venue policies. Promotion Entities reserve the right to revoke full or partial prize from any winner or winner's guest who it or venue personnel deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Promotion Entities into disrepute. If winner is a minor in his/her state of residence, the guest must be winner's parent or legal guardian. Any unclaimed and/or unused prize element will remain the property of Promotion Entities. Resale of tickets is prohibited. By claiming event tickets, you agree to abide by the health and safety

measures in effect at the time of the event, which may include, without limitation, wearing masks, providing proof of vaccination status and/or providing proof of negative COVID-19 test administered by an approved facility. Should the event be cancelled, you will be notified as soon as reasonably possible. Approximate Retail Value of the Prize is: One Hundred Fifty Dollars and Zero Cents (\$150.00). Any difference between stated approximate retail value and actual value of prize will not be awarded.

#### For all prizing

Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. There will be only one prize per winner. Lost or stolen prizes will not be replaced. The prize does not include any other item or expense not specifically described in these Official Rules, and any such additional items or expenses are the sole responsibility of winner. Prizes may not be transferred or assigned. Only listed prizes will be awarded and no other prizing or substitutions will be made. Notwithstanding the foregoing, if a prize includes tickets to an event and the event is cancelled, Administrator reserves the right to attempt to substitute tickets to a different event (and any related travel) or to not award the prize. Winner agrees to accept the prize "as is", and you hereby acknowledge that Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. The valuation of any prize stated is based on available information provided to Administrator. The value of any prize awarded to a winner will be reported for tax purposes as required by law. Winner is solely responsible for reporting and paying any and all applicable taxes. Winner must provide Administrator with a valid W-9 form before any prize will be awarded. A Form 1099 will be issued to the winner for value of prize \$600 or more.

#### SELECTION AND VERIFICATION OF POTENTIAL WINNER

Administrator will randomly select one (1) potential Grand Prize winner from all eligible entries on or around July 22, 2025. Administrator's decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Administrator reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Promotion, or obtained winner status using fraudulent means. All potential winners are subject to verification by Administrator. Administrator will not accept screen shots or other evidence of winning in lieu of its validation process. Any entry that occurs after the system has failed for any reason is deemed a defective entry and is void and will not be honored. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Each potential winner will be notified by email, phone, or direct message to the social media account, as applicable. Each potential winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release and a valid W-9 form as applicable, which must be received by Administrator within forty-eight (48) hours of the date notice or attempted notice is sent, in order to claim a prize (if applicable). If a winner is a minor in his or her state of residency, the affidavit must also be executed by the winner's parent or legal guardian. If a potential winner of any prize cannot be contacted, fails to sign

and return the required affidavit and tax documents within the required time period (if applicable), declines the prize or prize is returned as undeliverable, the potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Administrator will select an alternate potential winner by random drawing from among all remaining eligible entries, up to three (3) alternate potential winners. All alternate potential winners are subject to all requirements set forth in these Official Rules. If an alternate potential winner declines the prize or is disqualified, the prize will not be awarded.

Potential winners are restricted from any communication (e.g., announcing, telling any other person, or posting online via website, blog or any social media platform) stating that they have been contacted or are a potential winner or winner until Administrator has fully verified eligibility and Administrator has notified potential winner that he or she has been approved to communicate winner status.

If, for any reason, your entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is to submit another Promotion entry, if possible. If the Promotion, or any part of it, is discontinued for any reason, Administrator, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, or programming errors or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

## PUBLICITY

Except where prohibited, participation in the Promotion constitutes your consent for Promotion Entities to use your name, social media identity, likeness, voice, opinions, hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

## PRIVACY

Information submitted by you will be collected by Administrator's systems based in the United States and such collection will be subject to applicable United States laws. You may withdraw personal data upon request; however, you will be disqualified if personal data is withdrawn prior to the determination of the winner and fulfillment of the prize. Your participation in this Promotion constitutes consent for Promotion Entities to use your personal information solely for the purpose of administering the Promotion and awarding the prizes, unless you have opted to receive e-mail communications from one or more of the Promotion Entities.

## ERRORS AND UNAUTHORIZED ACTIVITIES

In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including without limitation, fraud, virus or other technical problem, or any other reason beyond the control of Promotion Entities, Administrator may, in its sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) cancel or terminate the Promotion and, if feasible, award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Promotion Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## RELEASE

Except where prohibited, by participating in the Promotion, you agree to release Promotion Entities, prize providers, promotional agencies, franchisees, and each of their respective parents, partners, divisions, subsidiaries, officers, directors, members, managers, affiliates, agents, and employees, prize providers, promotional agencies, franchisees, (collectively "Released Parties"), from and against any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Promotion, including without limitation (a) the unauthorized or illegal access to personally identifiable or sensitive information; (b) acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; (c) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (d) technical and/or communications malfunctions, errors or failures of any kind; (e) unauthorized human intervention in any part of the Promotion; (f) technical or human error which may occur in the administration of the Promotion or the processing of entries; (g) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion or receipt or use or misuse of any prize; (h) if Administrator must cancel or terminate the Promotion for any reason; or (i) if any prize cannot be awarded due to circumstances beyond Promotion Entities' control. You agree that in any cause of action, the Released Parties' liability shall be limited to the cost of entering and participating in the Promotion and in no event shall the Released Parties be liable for attorneys' fees or other legal costs.

You acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, without limitation, the prize quality or availability.

## DISPUTES

As a condition of participating in the Promotion, you agree that any and all disputes, claims and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action, exclusively by arbitration. You further agree that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, any damages whatsoever, including without limitation punitive, consequential, direct or indirect, or any other damages. Promotion Entities reserve the right to modify these Official Terms in their discretion. All issues and questions concerning the validity, construction, interpretation, performance, and enforcement of the Promotion and these Official Terms, or the rights and obligations of the you and Promotion Entities, 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, which would cause the application of the laws of any jurisdiction other than the State of Ohio.

#### WINNER'S LIST

To obtain a list of the names of winners of prizes with a value greater than \$25, mail your request and a self-addressed, stamped envelope, up to sixty (60) days after the close of the Promotion, to the Graeter's Ice Cream Day Giveaway WINNERS LIST, c/o MEMI, 6295 Kellogg Avenue, Cincinnati, OH 45230 Attention: Promotions.