

## **COLUMBUS BLUE JACKETS SIGNED ITEMS GIVEAWAY BY OHIOHEALTH**

### **OFFICIAL RULES**

Void outside the 50 United States, District of Columbia and where prohibited. Do not proceed to enter if you are not at least 18 years of age and a legal resident of, and located within, one of the 50 United States, or the District of Columbia, at the time of entry. By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this sweepstakes.

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

The Columbus Blue Jackets Signed Items Giveaway by OhioHealth (“Giveaway”) begins at 5:00 PM Eastern Time (“ET”) on 09/20/2022 and ends at 5:00 PM ET on 09/22/2022.

**SPONSOR:** OhioHealth, 3430 OhioHealth Parkway, Columbus, OH 43202 (“Sponsor”).

**HOW TO ENTER:** Enter to win by following @ohiohealth and @bluejacketsnhl on Instagram, liking the OhioHealth Instagram giveaway post and tag at least one friend with their Instagram handle in the comments on the giveaway post. Each separate comment and tag is an entry. There is no cost to enter. All entries must be submitted by 5:00 PM ET on 09/22/2022 to be eligible. All entries become the property of Sponsor.

**LIMIT:** There is no limit to the number of comments for entry per Instagram user. Users can only enter using one Instagram handle. Users cannot win more than one item from Giveaway.

**ELIGIBILITY:** This Giveaway is open to legal residents of the 50 United States and the District of Columbia, 18 years of age or older. Employees of Sponsor and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Giveaway and each of their respective parents, agents, affiliates, subsidiaries, and advertising and promotion agencies, and members of their immediate families (regardless of where they reside) or household members, whether or not related, are not eligible to enter or win. “Immediate family members” shall mean spouses, parents, step-parents, children, step-children, siblings, step-siblings, and their respective spouses. “Household members” shall mean people who share the same residence at least three months a year.

**WINNER SELECTION/DRAWING:** On or about 09/22/2022, Sponsor will select three (3) winners by random drawing.

**WINNER NOTIFICATION:** Potential winners will be notified via Instagram. Sponsor will announce the winners on the Instagram giveaway post. Sponsor will also send the winners a private message. If Sponsor is unable to contact potential winners or potential winners are not in compliance with these Official Rules, prize will be forfeited and, at Sponsor’s discretion, an alternate winner(s) selected.

**PRIZE (1):** One (1) Columbus Blue Jackets baseball hat signed by Jack Roslovic, valued at \$20.99. One (1) Columbus Blue Jackets puck signed by Vladislav Gavrikov, valued at \$37.49. One (1) Columbus Blue Jackets mini hockey stick signed by Boone Jenner, valued at \$67.49. All prize details are at Sponsor's sole discretion and Sponsor may, to comply with applicable law, rules, and regulations, modify the prize at any time, in Sponsor's sole discretion.

**PRIVACY:** By entering the Giveaway, you consent to use of your personal information (including your name, mailing address, and Instagram handle) by Sponsor and its authorized agents for the purposes of administering the sweepstakes and fulfilling the prize to the winner. At the time of entry, you will also have the opportunity to request to receive information and offers from Sponsor. For more information about how Sponsor manages your personal information, see Sponsor's privacy statement at [https://www.ohiohealth.com/siteassets/terms-andconditions/ohiohealth\\_socialmedia\\_policy.pdf](https://www.ohiohealth.com/siteassets/terms-andconditions/ohiohealth_socialmedia_policy.pdf).

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Giveaway, participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, or any prize awarded, shall be resolved individually, without resort to any form of class action; and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at a AAA regional office in Columbus, Ohio; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim any indirect damages, including, but not limited to, punitive, incidental or consequential damages including attorney's fees or any other damages, and participant further waives all rights to have damages multiplied or increased (4) Ohio law shall exclusively govern any dispute related to the Giveaway; (5) the total liability to Sponsor for any act or omission of Sponsor related to this Giveaway shall not exceed the fair market value of the Prize.

**RELEASES:** By participating in this Giveaway, entrants agree to release Sponsor, and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Giveaway and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Giveaway and/or acceptance or use of the prize.

ENTRANT UNDERSTANDS AND AGREE THAT ALL ENTRIES SUBMITTED MAY BE DISCLOSED TO OTHERS OR PUBLISHED TO THE GENERAL PUBLIC, ON OHIOHEALTH'S WEBSITES OR THROUGH OTHER MEANS, AS DETERMINED IN OHIOHEALTH'S SOLE DISCRETION, AND THAT NO INFORMATION IN ANY ENTRY WILL CONSTITUTE PROTECTED HEALTH INFORMATION AS DEFINED UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.

**OTHER:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected entries; 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 Giveaway, including, without limitation, errors or difficulties which may occur in connection with the administration of the Giveaway, the processing of entries, the announcement of the prize, or in any Giveaway related materials. 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 Giveaway. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Giveaway or downloading materials from or use of the website. Sponsor reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of these Official Rules. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Giveaway if the Giveaway is compromised by virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the Sponsor, corrupt or affect the administration, security, fairness, proper play or integrity of the Giveaway, including compliance with all laws, rules and regulations. Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the entry process. In the event of cancellation or termination, Sponsor reserves the right to select the winner in a random drawing from among all eligible, non-suspect entries received prior to date of cancellation or termination. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of the e-mail account associated with the entry and he/she must comply with these Official Rules. The authorized account holder is the natural person who is assigned the email address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses. ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Except where prohibited by law, entry constitutes permission to use each entrant's name, hometown (city and state), voice, biographical information, likeness, photograph and any statements regarding this Giveaway in all media now known or hereafter discovered, for any purpose, including without limitation, in connection with, and to promote, market or advertise, the Giveaway, in whole or in part, without review, approval, credit or attribution, notification or payment from or to entrant or any person or entity, worldwide, in perpetuity, or on a winner's list, if applicable. Giveaway is subject to all applicable U. S. federal, state and local laws and regulations. Winner will be issued an IRS 1099 tax form in the amount of the prize retail value as stated herein.

**WINNER'S NAME:** For the name of the winner available after 09/22/2022, send a separate, self-addressed, stamped envelope to Winner's Name, Columbus Blue Jackets Signed Items Giveaway, OhioHealth, 3430 OhioHealth Parkway, Columbus, OH 43202.