

OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING. Odds of winning will depend on the number of eligible entries received.

The Cincinnati Bar Association, 225 E. Sixth Street Cincinnati, OH 45202 (“CBA”), will conduct the CBA Member Survey Sweepstakes (“Sweepstakes”) substantially as described in these Official Rules (“Rules”). The Sponsor for the Sweepstakes is the CBA.

Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to, and acceptance of, these Rules. This Sweepstakes is an advertising promotion and may be temporarily postponed or discontinued at any time without prior notice. This Sweepstakes is in no way sponsored, endorsed, or administered by or associated with Constant Contact.

ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. FAILURE TO COMPLETE THE APPLICATION AND PROVIDE TRUTHFUL AND PERTINENT INFORMATION MAY RESULT IN DISQUALIFICATION FROM THE SWEEPSTAKES. DISQUALIFICATION IS IN THE CBA’S SOLE DISCRETION.

1. How to Enter: No purchase is necessary to enter the Sweepstakes. To enter the Promotion, potential entrants must opt to participate in the November 2018 Membership Pulse Survey associated with this Promotion, be an active member of the Cincinnati Bar Association, and provide their first name, last name, phone number and email address at the end of the survey.

2. The survey will be emailed to the entire membership in the November 2018 E-News, included at the end of November 2018 CLE Surveys and in November 2018 Practice & Interest Group meeting e-mail notices. Once at the survey, you should complete the questions provided. Entrants must complete all required information. After you have completed the survey, you will receive one (1) entry into the Prize Drawing. The length of time required to complete a survey will vary from approximately five (5) minutes to fifteen (15) minutes. **LIMIT ONE (1) SURVEY ENTRY PER PERSON.** You may also enter by sending your name, address, and telephone number to Cincinnati Bar Association, 225 E. Sixth Street Cincinnati, OH 45202 & mark the envelope “Cincinnati Bar Association Survey Sweepstakes.” The Sweepstakes will begin on Thursday, Nov, 1, 2018 and end on Friday, Nov. 30, 2018. Limit one entry per person. No copies, facsimiles, or mechanical reproductions will be accepted.

Illegible and incomplete entries are void. Sponsors are not responsible for lost, late, mutilated, postage due, misdirected entries or entries not received regardless of cause. Only one registered account per entry. If multiple accounts are detected for a single entrant, the accounts will be voided and the entries will be disqualified in Sponsors’ sole discretion. In the event of a dispute over who submitted an online entry, the entry will be deemed to have been submitted by the authorized account holder of the e-mail account used to submit the disputed entry. The authorized account holder is deemed to be the natural person who is assigned to the e-mail address by the relevant entity responsible for assigning e-mail addresses for the relevant domain.

By participating, all entrants agree to abide by these Official Rules.

3. Eligibility: This Sweepstakes is void wherever prohibited by federal, state, provincial,

municipal, or local law and outside of the 50 United States and the District of Columbia. You must be 18 years of age or older and an active member of the Cincinnati Bar Association to enter this Sweepstakes. Employees and immediate family or household members of Sponsors are ineligible to participate in the Sweepstakes. The Sweepstakes may only be entered in or from the 50 United States and the District of Columbia, and entries originating from any other jurisdiction are not eligible for entry. All federal, state, and local laws and regulations apply.

4. **Winner Selection and Notification:** One winner will be selected by random drawing of all eligible entries received at the close of the Sweepstakes period. Odds of winning depend on number of entries received. The odds of winning are determined by the number of eligible entries received. All drawings will be conducted with the supervision of Sponsors. The decision of Sponsors is final and binding in all matters relating to the Sweepstakes. Entries are property of the Sponsors and will not be returned. Winners will be notified by telephone or email and Sponsors reserve the right to determine the appropriate method of notification. Sponsors are not liable for entries which are lost, late, incomplete, illegible, damaged or otherwise not received by Sponsors whether resulting from computer or technical error or error in mailing. Winner will be given seven (7) business days from the first day of notification to claim prize. If Winner fails to respond within that period of time, such lack of response shall be considered Winner's forfeiture of prize and an alternate Winner will be selected from the pool of eligible entries.

5. **Prize:** There will be one prize awarded in the Cincinnati Bar Association Sweepstakes. Survey respondents will be entered to win one Brown Bag CLE. Winner shall claim the Prize within the time set forth above at Cincinnati Bar Association, 225 E. Sixth Street Cincinnati, OH 45202. The estimated retail value of the prize awarded herein is \$35.00.

Prizes are awarded "AS IS." Sponsors make no warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Sweepstakes or any prize. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsors' sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsors' sole discretion. Federal, state, or local taxes on prizes, if any, and any other costs, fees or expenses not listed above are the sole responsibility of each winner.

6. **General Conditions:** If the Winner does not comply with the Official Rules of this Sweepstakes, an alternate winner may be chosen by Sponsors. Except where prohibited, acceptance of the prize constitutes permission for Sponsors to use Winner's name, photograph, likeness, and image in printed, broadcast or other media opportunity in connection with promoting this or any other Sweepstakes, and without further compensation to Winner. Winner is subject to verification by Sponsors of the winner's name, age, address, phone number, and Social Security number (where the prize value is equal to or greater than \$600.00). At Sponsors' discretion, Winner may be required to produce picture or some other form of proper identification to claim any prize.

Entrants agree that Sponsors are not responsible and have no liability for cancellations, postponements, or delays. In the event that the Sweepstakes is terminated prior to the end of the

Sweepstakes period, Sponsors reserve the right to award the prize to an entrant already entered by that time. Other than the prizes received by the winner, no entrant shall be entitled to receive any wages, benefits, fees or other compensation whatsoever as a result of participating in the Sweepstakes. Sponsors shall have the sole discretion to administer the Sweepstakes and interpret and apply the Rules. This Sweepstakes is not intended for gambling. If Sponsors determine that an entrant is using the Sweepstakes for gambling purposes, such entrant may be disqualified and reported to the authorities.

7. **Releases:** By participating, entrants agree: (a) to the Rules and decisions of Sponsors, which shall be final in all respects; (b) to release, discharge, and hold harmless Sponsors, Constant Contact, and their respective affiliates, parents, subsidiaries, advertising and promotional agencies, officers, directors, employees, representatives, and agents (the “Released Parties”) from all liability, injuries, losses or damages of any kind to persons, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, death or property damage resulting in whole or in part, directly or indirectly, from the acceptance, delivery, possession, misuse or use of a prize (including any travel or activity related thereto), or from participation in and/or entry into or creation of an entry for the Sweepstakes, the broadcast or exploitation or use of entry or any other Sweepstakes-related activity, any typographical or other error in these Official Rules or any other materials disseminated by Sponsors, or for any cancellation, termination, or suspension of this Sweepstakes; (c) that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guaranty, expressed or implied, in fact or in law, relating to any prize; and (d) that entrants will not bring or participate in any class action(s) against the Released Parties relating in any way to this Sweepstakes. In consideration for his or her participation in the Sweepstakes, each entrant agrees to hold harmless and indemnify the Released Parties from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the entrant’s participation in the Sweepstakes, including attorneys’ fees.

8. **LIMITATION OF LIABILITY:** By participating, entrants agree that the Released Parties are not responsible or liable for: (i) any incorrect or inaccurate entry information or other errors in the printing, offering or administration of the Sweepstakes or in the announcement of the prize(s), (ii) any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling service, interrupted or unavailable network, server or other conditions, (iii) failure of any entry to be received by Sponsors due to technical problems, telephone service problems, human error, or wireless calling service, (iv) communication line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service, (v) damage to any computer (software or hardware) resulting from participation in the Sweepstakes, or damage to mobile phone or other PDA device, (vi) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, (vii) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof), or (viii) any change of email address, mailing

address, telephone number and/or any other contact information provided by entrant. Any expenses incurred by the entrant during the application process, including but not limited to postage, are the sole responsibility of each entrant and the Sponsors will not issue reimbursement for any expenses.

UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

9. **The Rules, Winner's List**: The name of the Winner of this Sweepstakes shall be posted in the Cincinnati Bar Association's E-news email communication in December 2018. To receive a copy of the Official Rules or the name of the winner of the Sweepstakes, please send a self-addressed stamped envelope to Cincinnati Bar Association, 225 E. Sixth Street Cincinnati, Ohio 45202 within two weeks from the end of the Sweepstakes. Specify which document you would like to receive.

10. **Governing Law/Forum**: This Sweepstakes shall be governed by Ohio law. By participating in this Sweepstakes, entrants agree that jurisdiction of any dispute or litigation arising or relating to this Sweepstakes shall lie exclusively in a court of competent jurisdiction located in Hamilton County, Ohio. The conduct of the Sweepstakes is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Sponsors shall follow the applicable laws for conducting Sweepstakes.

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