

University Hospitals Healthy Fan Drawing Rules and Regulations

OFFICIAL RULES

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

THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT PROCEED IN THIS SITE IF YOU ARE NOT LOCATED IN THE UNITED STATES.

1. Cleveland Browns Football Company LLC (the “Browns”) located at 76 Lou Groza Blvd., Berea, OH 44017 shall be collectively referred to as “Sponsor”.

2. Eligibility: The University Hospitals Healthy Fan Drawing (the “Drawing”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of each of University Hospitals Health System, Inc. (“UH”), the Browns, the National Football League, its member professional football clubs and each of their respective parent, affiliates, subsidiaries and advertising and promotion agencies (collectively, “Released Parties”) and their immediate family members (parent, child, spouse, sibling and their respective spouses, regardless of where they reside) and members of their households, whether or not related, are not eligible to enter or win. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Winning a prize is contingent upon fulfilling all requirements set forth herein. **BY PARTICIPATING IN THE DRAWING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES, THE CLEVELAND BROWNS PRIVACY POLICY FOUND [HERE](#), AND THE DECISIONS OF SPONSOR, WHICH SHALL BE FINAL IN ALL RESPECTS.**

3. Prize: There are a total of four prizes, each to be awarded to one winner as follows. One (1) winner will receive the Grand Prize Ultimate Fan Package of four (4) Browns goodie bags, four (4) tickets and four (4) pre-game field passes to the Cleveland Browns December 17, 2017 home game (“Grand Prize”). The approximate retail value of the Grand Prize is \$85 per ticket and \$30 per goodie bag (total of \$460). One (1) winner will receive a first place prize of an authentic helmet signed by a Cleveland Browns player (“First Prize”). The approximate retail value of the First Prize is \$300. One (1) winner will receive a second place prize of an authentic jersey signed by a Cleveland Browns player (“Second Prize”). The approximate retail value of the Second Prize is \$300. One (1) winner will receive a third place prize of a mini helmet signed by a Cleveland Browns player (“Third Prize”). The appropriate retail value of the Third Prize is \$60. The Grand Prize, First Prize, Second Prize, and Third Prize shall be each referred to as a “Prize” and, collectively, the “Prizes”.

All costs and expenses associated with the acceptance and use of a Prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, are winner’s sole responsibility. The Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Odds of winning depend on the number of eligible entries received during the Drawing Period. In the event the potential Winner is determined ineligible according to these Official Rules, Sponsor reserves the right to select an alternate Winner.

4. Drawing Time Periods: There is one (1) drawing entry period. The Drawing Period begins on Monday, July 24, 2017 at 9:00 a.m. EST and ends on Tuesday, October 31, 2017 at 8:00 p.m. EST. All entries must be received by the close of the Drawing Period to be eligible.

5. How to Enter: Receive one (1) entry by going to www.ClevelandBrowns.com/UH and following the instructions to submit one (1) entry (each an "Official Entry Form"). Only one (1) entry per person will be accepted during the Drawing Period. In the event of a dispute as to the identity of an entrant, entry will be awarded to the person named on the Official Entry Form provided such individual is eligible according to these Official Rules. No purchase necessary to enter or win. A purchase does not improve the odds of winning.

6. Selection of Winner(s): For each Prize listed herein, Sponsor will randomly select one winner from the total number of eligible entries received. There will be a total of four (4) winners selected; one (1) Grand Prize winner, one (1) First Prize winner, one (1) Second Prize winner and one (1) Third Prize winner.

Sponsor's decisions as to the administration and operation of the Drawing and the selection of the potential winner(s) are final and binding in all matters related to the Drawing. Sponsor will notify all winners by email or phone. The winners must respond to claim the Prize within three (3) days of receiving notification of winning. Failure to claim the Prize within three (3) days of receiving notification will result in forfeiture and a new winner will be selected by random drawing from remaining eligible entries from that Drawing period. Only one (1) alternate drawing will be held for the Drawing. If no winner is selected, the Prize will remain un-awarded. The Drawings will take place on or around November 10, 2017. All entrants and winners must at all times agree to be bound and comply with all terms and conditions of these Official Rules and the decisions of Sponsor. All taxes and other assessments and any other costs or fees associated with the use of the Prize, are the sole responsibility of the winner(s).

7. Release: By accepting the Prize, winners agree to release and hold harmless each of UH, the Browns, the National Football League, its member professional football clubs and each of their respective parent, affiliates, subsidiaries, sponsors and such company's officers, directors, employees, contractors and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Drawing or receipt or use or misuse of any Prize. Released Parties are not liable in the event that any portion of the Drawing or Prize(s) is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control. Sponsor is not responsible for any typographical or other error in the printing, website, the offering or the announcement of any prizes or in the administration of the promotion.

8. Publicity: Except where prohibited, participation in the Drawing constitutes winner(s) consent to Sponsor and/or its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Drawing, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Drawing, as determined by Sponsor in its sole discretion. Sponsor

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 Drawing or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Drawing may be a violation of criminal and civil law. Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All applicable federal, state and local laws, and regulations apply.

10. Limitations of Liability: Sponsor is not responsible for electronic, network or computer malfunctions or other technical errors of any kind. Sponsor assumes no responsibility for entries that are lost, late, incomplete, illegible or misdirected for any reason including by reason of unauthorized human intervention in any part of the entry process or the Drawing, technical human error which may occur in the administration of the Drawing or the processing of entries, software, hardware, browser or network failure, malfunction or congestion, or incompatibility with Sponsor's servers or elsewhere. Sponsor reserves the right to disqualify any person suspected of tampering with the entry process, the operation of the website, or otherwise in violation of the rules. Sponsor is not responsible for any injury or damage to persons or property which may be caused in whole or in part, from entrant's participation in the Drawing or receipt or use of or misuse of any Prize or attendance at any location related to or in association with the Prize. Use of bots or other automated processes to enter is prohibited and will result in disqualification at the sole discretion of Sponsor. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is to submit another entry in the Drawing during the Drawing period. Entrant may only enter Drawings during the active Drawing period. Sponsor reserves the right to terminate or modify the Drawing in any manner at its sole discretion. If the Drawing is terminated or modified in any way, Sponsor may hold a random drawing from among all eligible entries received up to the date of discontinuance. No more than one of each type of Prize.

11. Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Drawing or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its commercial arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration shall take place in Cuyahoga County, Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Drawing, 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 (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

12. Winner List:

For a list of the winners (available after November 30, 2017) send a self-addressed, stamped envelope for receipt by 12/31/2017 to: UH Healthy Fan Drawing, c/o Cleveland Browns, 76 Lou Groza Blvd., Berea, OH 44017.