MAGIC MOMENT SWEEPSTAKES PRESENTED BY KEYBANK IN PARTNERSHIP WITH PLAYHOUSE SQUARE & CLEVELAND CAVALIERS

OFFICIAL SWEEPSTAKES RULES

- 1. Sweepstakes Description: The following terms and conditions apply to the Magic Moment Sweepstakes Presented by KeyBank in partnership with Playhouse Square and the Cleveland Cavaliers (the "Sweepstakes"). Individuals who, during the Sweepstakes Period (as defined below), complete and submit the entry form online at playhousesquare.org/magicmoment will be entered into a pool of Entrants (as defined below) and provided with an opportunity to win one of the following (each, a "Prize" and together, the "Prizes"):
 - four (4) tickets to one (1) 2019-20 Cleveland Cavaliers away regular season game played in Orlando, Florida, which shall include airfare and hotel for four (4) people for three (3) nights, including the night of the game (particular game, seat locations, and travel accommodations shall be determined by Cavaliers Operating Company, LLC (the "CAVS") in its sole discretion), four (4) passes to an Orlando-based theme park (particular theme park to be determined by the CAVS in its sole discretion), and four (4) tickets to one (1) play in 2020 at a Playhouse Square theater in Cleveland, Ohio (particular play and seat locations to be determined by Playhouse Square in its sole discretion), and one (1) Cleveland Cavaliers prize pack (particular prize pack items to be determined by the CAVS in its sole discretion) (collectively, "Prize #1") ARV: \$5,000; or
 - four (4) tickets to one (1) 2019-20 Cleveland Cavaliers regular season home game played at Quicken Loans Arena in Cleveland, Ohio (particular game and seat locations to be determined by the CAVS in its sole discretion), four (4) tickets to one (1) play in 2020 at a Playhouse Square theater in Cleveland, Ohio (particular play and seat locations to be determined by Playhouse Square in its sole discretion), and one (1) \$100 KeyBank Possibilities Gift Card (collectively, "Prize #2") ARV: \$500.

Entrants who visit their local KeyBank branch may obtain a special keyword which permits them to complete and submit multiple entry forms resulting in multiple entries.

- 2. Sweepstakes Period: The Sweepstakes begins on February 25, 2019 at 12:00:00 PM EST and ends on March 25, 2019 at 11:59:59 PM EST. In order to qualify, entries must be received during the Sweepstakes Period. Any entries received thereafter shall be null and void, and ineligible for the Sweepstakes. The CAVS are not responsible for late, incomplete, or misdirected entries, nor is it obligated to publicly announce the Sweepstakes results.
- 3. To Enter: NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE OR IMPACT YOUR CHANCES OF WINNING. In order to be entered into the Sweepstakes, an eligible

entrant ("Entrant") must, during the Sweepstakes Period, complete and submit the entry form online at playhousesquare.org/magicmoment.

Limit: Subject to Entrants obtaining a special keyword at their local KeyBank branch to complete and submit multiple entry forms (as mentioned above), one (1) entry per person during the Sweepstakes Period. All entries become the property of the CAVS.

By completing and submitting the entry form, an Entrant consents (a) to being contacted by the CAVS and its respective affiliates; and (b) to be bound by, and comply with, all terms and conditions set forth in these Official Sweepstakes Rules.

- 4. Eligibility: VOID WHERE PROHIBITED. Entrants must be at least 18 years of age at the time of entry and reside and reside within a 150-air mile radius of city limits of Cleveland, Ohio, excluding those territories identified in Section 13 below. Sweepstakes is void where prohibited or restricted by law. Employees, officers, and directors (and their parents, siblings, spouses, and children) of Cavaliers Operating Company, its advertising and promotional agencies, and its parents, subsidiaries, and affiliates, KeyBank National Association, and Playhouse Square Foundation are not eligible to participate in the Sweepstakes.
- 5. Selection of the Winners and Notification: Subject to the terms and conditions set forth herein, there will be five (5) Prize winners (each, a "Winner" and collectively, the "Winners") randomly selected from among all qualifying Entrants. There will be one (1) Prize #1 Winner who will be randomly selected from among all qualifying Entrants on or about April 2, 2019. There will be four (4) Prize #2 Winners who will be randomly selected from among all qualifying Entrants on or about April 2, 2019.

The Winners will be notified on or about the day they are randomly selected by phone and/or email. If a Winner: (a) is unreachable; (b) does not make direct contact with the CAVS by the date specified in the notification message; or (c) fails to accept a Prize (whether it be Prize #1 or Prize #2), the CAVS reserve the right, in its sole and absolute discretion, to disqualify such Winner and, to select a replacement Winner from the remaining qualifying Entrants. The CAVS shall not be responsible for failed attempts to notify the Winners and no responsibility is assumed by the CAVS for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the Winners. Odds of winning depend upon the number of eligible entries received.

6. Winner Verification: Upon the request of the CAVS, the Winners must sign and return the following documents by a date determined by the CAVS in order to be eligible to receive the Prizes: (a) an affidavit of eligibility; and (b) a liability/publicity release in form and substance satisfactory to the CAVS. If any of the foregoing documents are not completed, signed, and returned within the stated time, or if a Winner is deemed by the CAVS to be ineligible or not to have complied with these Official Sweepstakes Rules, then such Winner will be disqualified and an alternate Winner will be selected from the remaining qualifying Entrants, time permitting.

7. Prize Conditions, Terms, and Restrictions: Only the Prizes described in these Official Sweepstakes Rules shall be awarded and no substitutions, cash equivalents, and/or redemptions may be made, except that, in the event of Prize unavailability, the CAVS reserve the right to substitute a Prize (whether it be Prize #1 and/or Prize #2) with another prize of equal or greater value, in the CAVS' sole discretion. The Prizes cannot be transferred, assigned, or redeemed for cash. The Winners shall be solely responsible for any and all costs not specifically described as part of the Prizes, including (if applicable) any and all of his or her travel expenses and accommodations. If applicable, the Winners must be able to travel on those dates and times designated by the CAVS, in its sole discretion, and all travel arrangements shall be made by Playhouse Square.

Except where prohibited by law, Prize (whether it be Prize #1 or Prize #2) acceptance constitutes a release granting the CAVS the right to use the Winners' name, likeness, statements (if true), biographical information, voice, and cities and states of residence for advertising, marketing, and publicity purposes on a worldwide basis (without review by the Winners) and in all forms of media, without compensation, remuneration, or other authorization. The CAVS expressly disclaim any responsibility or liability in connection with injury or loss to any person or property relating to redemption of the Prizes. The CAVS make no representations or warranties in connection with the Prizes. Restrictions, conditions, and limitations apply.

- 8. Posting Terms and License to Use Entrant Personal Information: In order to promote, market, and publicize the Sweepstakes, the CAVS, Playhouse Square and their respective affiliates may require a license to use any and all information, materials, and content submitted in the Sweepstakes including, but not limited to, each Entrant's name (and likeness), biographical information, and any other personal information submitted. Accordingly, by submitting an entry, each Entrant expressly grants the CAVS and Playhouse Square a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, sublicensable and transferable right and license to use, and share with its affiliates and any partner(s) of this Sweepstakes to use, however the CAVS, Playhouse Square, their affiliates, and any partner(s) of this Sweepstakes may deem fit in its sole and absolute discretion, whether in connection with the Sweepstakes or otherwise, all content submitted in connection with an entry.
- 9. Sweepstakes Conditions: The Sweepstakes is governed by and subject to all applicable federal, state, and local laws. By participating, Entrants waive any right to claim ambiguity in the Sweepstakes or in these Official Sweepstakes Rules. Any violation of these Official Sweepstakes Rules may result in disqualification and any violation of these Official Sweepstakes Rules by a Winner will result in such Winner's disqualification as a Winner and all privileges as a Winner shall be immediately terminated. ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CAVALIERS OPERATING COMPANY, LLC, CAVALIERS HOLDINGS, LLC, KEYBANK NATIONAL ASSOCIATION, PLAYHOUSE SQUARE FOUNDATION, THE NATIONAL BASKETBALL ASSOCIATION MEMBER TEAMS, NBA PROPERTIES, INC., AND EACH OF THEIR RESPECTIVE OWNERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES

FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZES PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY OR PARTICIPATION IN THE SWEEPSTAKES.

- 10. Limitations of Liability: The CAVS shall not be held responsible for late, misdirected, incomplete, or undeliverable entries. The CAVS may prohibit an Entrant from participating in the Sweepstakes or winning a Prize (whether it be Prize #1 or Prize #2) if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair play, or intending to annoy, abuse, threaten or harass any other Entrants or the CAVS representatives or employees. If, for any reason, the Sweepstakes is not capable of running as planned including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other causes beyond the control of the CAVS which, in the sole opinion of the CAVS, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the CAVS reserve the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and select the Winners based on entries received prior to the action taken.
- Claims/Choice of Law: (a) Any and all claims, judgments and awards shall be 11. limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (b) under no circumstances will Entrants be permitted to seek the award of, and Entrants hereby waive all rights to claim, punitive, incidental, and consequential damages or any other damages, other than actual out-of-pocket expenses, and hereby waives all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Sweepstakes Rules, or the rights and obligations of Entrants and/or the CAVS in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of Ohio. All Entrants agree to submit to the exclusive jurisdiction of the courts of the State of Ohio and agree to waive the right to a jury trial with respect to any claim or dispute with regard to any aspect of the Sweepstakes or these Official Sweepstakes Rules.
- 12. Winners List: For a copy of the first name, last initial, and city of residence of the Winners, send a postage paid, self-addressed envelope to:

Cleveland Cavaliers 1 Center Court Cleveland, OH 44115 Attn.: Cari Smith

Requests must be received within thirty (30) days of the date the Sweepstakes officially ends.

13. Excluded Territories: see below.

EXCLUDED TERRITORIES

EXCLUDED TERRITORIES CONT'D

Zip Code	City	County
43402	Bowling Green	Wood
43403	Bowling Green	Wood
43406	Bradner	Wood
43407	Cygnet	Sandusky
43412	Curtice	Ottawa
43416	Elmore	Ottawa
43420	Fremont	Sandusky
43430	Genoa	Ottawa
43431	Gibsonburg	Sandusky
43432	Graytown	Ottawa
43435	Helena	Sandusky
43436	Isle Saint George	Ottawa
43442	Lindsey	Sandusky
43443	Luckey	Wood
43445	Martin	Ottawa
43447	Millburg	Wood
43449	Oak Harbor	Ottawa
43450	Pemberville	Wood
43451	Portage	Wood
43452	Port Clinton	Ottawa
43456	Put In Bay	Ottawa
43457	Risingsun	Wood
43460	Rossford	Wood
43462	Rudolph	Wood
43465	Walbridge	Wood
43466	Wayne	Wood
43469	Woodville	Sandusky
43504	Berkey	Lucas
43515	Delta	Fulton
43521	Fayette	Fulton
43522	Grand Rapids	Wood
43525	Haskins	Wood
43528	Holland	Lucas
43532	Liberty Center	Henry
43533	Lyons	Fulton
43534	Mc Clure	Henry
43537	Maumee	Lucas
43540	Metamora	Fulton
43542	Monclova	Lucas
43551	Perrysburg	Wood
43558	Swanton	Fulton
43560	Sylvania	Lucas
43566	Waterville	Lucas
43567	Wauseon	Fulton
43569	Weston	Wood
43571	Whitehouse	Lucas
43604	Toledo	Lucas
43605	Toledo	Lucas
43606	Toledo	Lucas
43607	Toledo	Lucas
43608	Toledo	Lucas
43609	Toledo	Lucas

Zip Code	City	County
43610	Toledo	Lucas
43611	Toledo	Lucas
43612	Toledo	Lucas
43613	Toledo	Lucas
43614	Toledo	Lucas
43615	Toledo	Lucas
43616	Oregon	Lucas
43617	Toledo	Lucas
43618	Oregon	Lucas
43619	Northwood	Wood
43620	Toledo	Lucas
43623	Toledo	Lucas
44841	Kansas	Seneca
45001	Addyston	Hamilton
45002	Cleves	Hamilton
45003	College Corner	Butler
45013	Hamilton	Butler
45030	Harrison	Hamilton
45052	North Bend	Hamilton
45053	Okeana	Butler
45056	Oxford	Butler
45064	Somerville	Butler
45303	Ansonia	Darke
45311	Camden	Preble
45320	Eaton	Preble
45321	Eldorado	Preble
45331	Greenville	Darke
45332	Hollansburg	Darke
45338	Lewisburg	Preble
45346	New Madison	Darke
45347	New Paris	Preble
45362	Rossburg	Darke
45381	West Alexandria	Preble
45382	West Manchester	Preble
45390	Union City	Darke
45846	Fort Recovery	Mercer