

**2023 PLAYHOUSE SQUARE FLYAWAY SWEEPSTAKES  
PRESENTED BY KEYBANK  
OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.**

**SWEEPSTAKES PERIOD:** The 2023 Playhouse Square Flyaway Sweepstakes presented by KeyBank (the “**Sweepstakes**”) shall take place from 8:00 AM Eastern Time on Tuesday, March 28, 2023 through 11:59 PM Eastern Time on Tuesday, April 11, 2023 (the “**Sweepstakes Period**”).

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the United States residing in Ohio who are twenty-one (21) years of age or older at the time of entry. Employees, officers, and directors of KeyBank National Association (“**Sponsor**”), Playhouse Square (“**Playhouse**”) and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, members of their immediate family (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and persons living in the same household of such employees, officers, and directors (whether or not related), are not eligible to participate in the Sweepstakes. Ohio public officers, members of the general assembly, local government officials or government employees, anyone in their immediate families (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and persons living in the same household of such persons (whether or not related) are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws. Void outside of Ohio and where prohibited or restricted by law, rule or regulation.

**HOW TO ENTER:** Eligible persons may enter the Sweepstakes by following the instructions provided on [www.playhousesquare.org/keyflyaway](http://www.playhousesquare.org/keyflyaway) during the Sweepstakes Period. Entrants may be required to provide their full names, mailing addresses, phone numbers, dates of birth, and email addresses. Limit one (1) entry per person during the Sweepstakes Period. Additional entries beyond this limit will be void.

**CAUTION:** ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY INDIVIDUAL ATTEMPTING SUCH ACTIONS TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Entries generated by a script, macro, or other mechanical or automated means will be disqualified. Normal internet and phone access and data and usage charges may apply.

**WINNER SELECTION:** One (1) winner of the Sweepstakes will be selected by random drawing of all valid submissions on or about April 12, 2023. The winner will be contacted by Sponsor or Administrator via secure, private means on or about April 12, 2023. The winner is required to respond within twenty four (24) hours of initial contact. In the event the winner does not respond within twenty four (24) hours of the initial message or if the winner declines the prize or is deemed to be ineligible, another winner may be randomly selected from the remaining eligible entries received. Sponsor and Administrator reserve the right, in their sole discretion, to award the unclaimed prize to an alternate entrant or not to award the unclaimed prize.

None of Sponsor, Playhouse Square, nor Administrator nor any of their respective parents, subsidiaries, affiliates, directors, officers, owners, shareholders, members, employees, sponsors, licensees, successors,

assigns, nor agents are responsible for lost, interrupted, or unavailable network, server, or other connections, miscommunications, failed phone or computer hardware or software or telephone transmissions or technical failures, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical, or electronic, including without limitation the incorrect or inaccurate capture of entry information online, or for lost, late, incomplete, damaged, destroyed, delayed, stolen, misdirected, or illegible entries. Entry materials and data that have been tampered with or altered are void.

The potential winner will be required to submit his or her valid identification information to Sponsor and Administrator, and may be required to execute, have notarized, and return an Affidavit of Eligibility and Release of Liability attesting to the fact that he or she is twenty-one (21) years of age or older and that he or she meets all required eligibility requirements. Winner's guest (or parent or legal guardian on behalf of minor guests) may need to execute a release of liability prior to the trip. Failure to submit any required materials in a timely manner or noncompliance with these Official Rules may result in disqualification and forfeiture of prizes and, in the sole discretion of Sponsor and Administrator, may cause an alternate potential winner to be randomly selected from among all remaining eligible entries received.

**PRIZE DESCRIPTION:** One (1) winner and one (1) guest will win a four (4) day/three (3) night trip to New York, NY on a mutual agreed up weekend. The trip must take place prior to December 31, 2023 (blackout dates will apply). The winner and one (1) guest will attend a Broadway show performance of their choice from a list of shows provided by Playhouse Square.

The prize will include coach class air transportation for the winner and one (1) guest departing from Cleveland Hopkins International Airport to Newark Liberty International Airport; returning air transportation from Newark Liberty International Airport to Cleveland Hopkins International Airport; three (3) nights of standard hotel accommodations (one room, double occupancy, and all room taxes) in New York, NY; roundtrip car service from and to the airport; two (2) tickets to a Broadway show performance chosen from a list provided by Playhouse Square; \$500 KeyBank gift card. The approximate retail value ("ARV") of the prize is Dollars (\$3,500). Actual value of the prize may vary based on fares at time of travel. Any difference between stated value and actual value will not be awarded. The prize travel must be taken on dates mutually agreed upon by Administrator and sweepstakes winner.

**PRIZE CONDITIONS:** All prize details shall be determined in the sole and absolute discretion of Sponsor and Administrator. The prize winner is solely responsible for all applicable federal, state, and local taxes and any expenses associated with the Sweepstakes. No substitution, cash equivalent, or transfer of prize is permitted except at the sole option of Sponsor or Administrator for a prize of comparable or greater value.

**ODDS OF WINNING:** The odds of winning will depend on the number of eligible entries received.

**RELEASE OF LIABILITY AND INDEMNIFICATION:** By submitting an entry, each entrant agrees to be bound by these Official Rules and forever releases, discharges, and waives any and all claims, liabilities and actions of any kind, howsoever caused or arising and whether by negligence, any intentional act or otherwise, that entrant may have or that may arise against Sponsor, Playhouse Square, Administrator, and each of their respective parents, subsidiaries, affiliates and related entities, as well as each of the aforementioned parties' respective directors, officers, owners, shareholders, members, partners, employees, representatives, successors, assigns and agents (collectively, the "**Released Parties**"), with respect to or arising out of either (i) entrant's participation; or (ii) the receipt or use of the prizes (including, but not limited to, the substitution or changing of any prize) awarded in the Sweepstakes. By submitting an entry, each entrant further agrees to defend, indemnify, and hold harmless the Released Parties and their insurers against any and all damages, costs, judgments, and/or expenses (including, but not limited to, attorneys' fees and other legal fees) they may incur as a result of claims made against them in connection with either

(i) entrant's participation; or (ii) the receipt or use of the prizes (including, but not limited to, the substitution or changing of any prizing) awarded in the Sweepstakes.

As a condition of entering the Sweepstakes, each entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to the Sweepstakes, or any prizes awarded (each, a "**Claim**"), shall be (a) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (b) settled by binding arbitration in New York County, New York before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (ii) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

**PUBLICITY RELEASE:** Except where prohibited by law, in consideration for being permitted to participate in the Sweepstakes and the opportunity to win the prizes offered in the Sweepstakes, each entrant hereby agrees and consents, without further authorization, compensation, or remuneration of any kind, to the use of the entrant's name, likeness, voice, photograph, and/or biographical information in any and all advertising, promotions, and other publicity conducted by Sponsor and Administrator and each of their respective parents, subsidiaries, affiliates, agents, licensees, successors and assigns in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation unless prohibited by law. Nothing herein will obligate Sponsor or Administrator to make any use of any of the rights set forth herein.

**CANCELLATION, SUSPENSION, OR MODIFICATION OF THE SWEEPSTAKES:** Sponsor and Administrator reserve the right to cancel, modify, or suspend the Sweepstakes and/or change dates or prizes (to a prize of equal or greater value) of the Sweepstakes in case of schedule changes, acts of God, force majeure events, computer viruses, bugs, or corruption of the security or administration of the Sweepstakes, or for any other reason at their sole discretion.

**VOID WHERE PROHIBITED:** Participation in the Sweepstakes is void outside of Ohio and where prohibited or restricted by law, rule or regulation.

**WINNERS' LIST:** The name of the winner can be obtained by sending a request in writing with a self-addressed stamped envelope no later than May 12, 2023 to KeyBank Social Community Manager, c/o 2018 Playhouse Square Flyaway Sweepstakes presented by KeyBank Winner, 726 Exchange Street, Suite 700, Buffalo, NY 14210.

**SPONSOR:** KeyBank National Association, 127 Public Square, Cleveland, Ohio 44114.

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