

Bearcats Fan Contests UC Bearcats x Buzz Electric Bicycles

("PROMOTION") Promoted by University of Cincinnati

PROMOTION IS VOID WHERE PROHIBITED. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

If you participate via mobile device, message and data rates may apply.

By entering this Promotion, you (the "Entrant") accept and agree to these Official Rules including all eligibility requirements, and decisions arising out of this Promotion by UNIVERSITY OF CINCINNATI, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Eligibility: Entrants is open to legal residents of the 50 United States and the District of Columbia and must be at least eighteen (18) years of age at time of entry. The following are ineligible to enter the Promotion: Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for UNIVERSITY OF CINCINNATI, the National Collegiate Athletic Association, NCAA Properties, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion or supplying the Prize, and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of any such individuals. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.

Promotion Period: The Promotion begins on 09/07/24 12:01 AM Eastern Standard Time ("EST") and ends on 11/30/24 11:59 PM EST (the "Promotion Period"). UNIVERSITY OF CINCINNATI may terminate, extend, or suspend the Promotion in its sole discretion.

How to Enter: During the Promotion Period, each entrant must supply a valid email address to enter. Entry into the Promotion is limited to one (1) entry per entrant. Any entry received in excess of such limitation will be deemed void. Any attempt by a person to use multiple email accounts to enter in excess of such limitation during the Promotion will be void. All entries must be received within the Promotion Period stated above to be eligible to win the Prize. Late and/or subsequent entries will be disqualified. All entries become the property of UNIVERSITY OF CINCINNATI and will not be returned. Neither the UNIVERSITY OF CINCINNATI, (IF APPLICABLE), the National Collegiate Athletic Association, NCAA Properties, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion and their respective affiliates, employees, officers, directors and/or members of each assume any responsibility for late, lost, illegible, misdirected or undelivered entries. UNIVERSITY OF CINCINNATI reserve the right to edit and/or alter any submission and use it for any Promotion purpose but have no obligation to use entries in any manner.

For purposes of these Official Rules, "receipt" of an entry only occurs when the UNIVERSITY OF CINCINNATI' servers record an entrant's registration information and entry during the Promotion Period, and UNIVERSITY OF CINCINNATI and its affiliates shall have no liability whatsoever for any attempted entry which is not received as set forth herein. Screen shots, printouts or other purported "proof" or "evidence" of entry or winning, in lieu of UNIVERSITY OF CINCINNATI's validation process, shall not be binding. Proof of sending (such as an automated receipt, screen shots, etc.) does not constitute proof of actual receipt of an entry for purposes of these Official Rules.

Winner Selection: The winner will be chosen in a drawing conducted by UNIVERSITY OF CINCINNATI from among all eligible entries received for the Promotion during the Promotion Period (the "Winner"). Odds of winning the Promotion will depend on the number of eligible entries received for such Promotion during the Promotion Period.

Prize: Two (2) winners will each receive one (1) Buzz Centris Folding Electric Bike.

Prize Package and Approximate Retail Value (ARV): The total ARV of the grand prize is one thousand and three hundred ninety-nine U.S. Dollars each (\$1,399). 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, and Winners shall indemnify and hold the Released Parties harmless in all respects related thereto. All prize details are at the sole discretion of Sponsor and are subject to change.

PLEASE NOTE THAT EVEN IF ENTRANT IS LISTED AS A POTENTIAL WINNER AT THE CLOSE OF THIS PROMOTION, **ENTRANT HAS NOT YET WON THE PRIZE**. EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY UNIVERSITY OF CINCINNATI AND MUST MEET ALL ELIGIBILITY REQUIREMENTS AND THE TERMS OF THESE OFFICIAL RULES BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER AND THE PRIZE WILL BE AWARDED.

No substitutions, cash equivalents, or transfer of the Prize is permitted except at the sole discretion of UNIVERSITY OF CINCINNATI who reserve the right to substitute the Prize (or portion thereof) with one of equal or greater value. The Prize includes only what is specified in the Prize description. UNIVERSITY OF CINCINNATI makes no representation or warranty that the Prize can be sold, bartered, or traded for or at stated values. Values are subject to market conditions, which can fluctuate. The Prize will be provided at a date, time and location determined in the sole discretion of UNIVERSITY OF CINCINNATI. The Prize is awarded subject to applicable legal restrictions, if any, and "AS IS, WHERE IS" without any warranty or guaranty (express or implied), except that which may be provided by the producer or supplier of the Prize. Specifics of the Prize are in UNIVERSITY OF CINCINNATI's sole discretion. All decisions are final on all matters relating to the awarding of the Prize and Promotion.

The Winner must not be under any legal or physical impediment that would prevent the Winner from accepting the Prize, and must be able to accept the Prize on the date or dates specified by UNIVERSITY OF CINCINNATI. Otherwise, the Prize will be forfeited and UNIVERSITY OF CINCINNATI may select an alternate winner, at its discretion, in a manner comparable to the selection of the original Winner.

Any and all costs and expenses associated with Prize acceptance and use are the sole responsibility of the Winner, including, without limitation, all federal, state, local and provincial taxes, transportation and meals, lodging, gratuities, and souvenirs, and all registration, license, permit fees and similar surcharges, and all other expenses of any nature incurred by the Winner in claiming the Prize.

Winner and guest(s) must comply with all venue, stadium, and event rules and regulations. Failure to do so may result in forfeiture of such portion of Prize. UNIVERSITY OF CINCINNATI reserves the right to remove or deny entry to the Winner and any of his/her guests who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the event. If any portion of the Prize or any other activity or event is unable to take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, lockout, labor dispute, strike, or inclement weather, the remaining components of the Prize will be awarded and UNIVERSITY OF CINCINNATI's obligation to the Winner will be fulfilled, and no other additional compensation or substitution will be provided.

Winner (and permitted guest of Winner) are responsible for obtaining travel arrangements at their own expense to and from all activities and events that are components of the Prize and hereby acknowledge that UNIVERSITY OF CINCINNATI has not and will not obtain or provide travel insurance or any other form of insurance for any travel associated with the Prize.

Winner Notification & Required Documents: The Winner will be notified within forty-eight (48) hours following the conclusion of the Promotion. UNIVERSITY OF CINCINNATI shall use such effort as, in its sole discretion, it deems reasonable to notify the Winner of the award of the Prize. In order to receive the Prize, Winner will be required to furnish proof of Promotion eligibility and identity including, but not limited to, U.S. social security number where applicable. Winner must immediately claim the Prize and return to UNIVERSITY OF CINCINNATI any documentation required by UNIVERSITY OF CINCINNATI, including a Confirmation, Release and Indemnity in the form(s) provided by UNIVERSITY OF CINCINNATI, within forty-eight (48) hours of notification. Otherwise, the Prize may be forfeited. If the Prize award notification is not effective or a Winner fails to claim the Prize or return the required documents, UNIVERSITY OF CINCINNATI reserves the right to select an alternate winner utilizing the same selection method from the remaining eligible Entrants for the Promotion. UNIVERSITY OF CINCINNATI decisions concerning selection of the Winner, as well as all other matters relating to any Promotion, are final and binding.

Privacy: Personal information collected by UNIVERSITY OF CINCINNATI will be used for administration of the Promotion. Entrants may also be contacted immediately or in the future by UNIVERSITY OF CINCINNATI with respect to available ticket offers and other promotional opportunities. In addition, Entrants may receive commercial advertising email correspondence from, or on behalf of UNIVERSITY OF CINCINNATI, subject to its Privacy Policies, as applicable. UNIVERSITY OF CINCINNATI use reasonable commercial efforts to comply with federal CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in such email correspondence. Any questions regarding privacy matters of UNIVERSITY OF CINCINNATI should be directed to UNIVERSITY OF CINCINNATI at the address set out below. Please refer to the UNIVERSITY OF CINCINNATI Privacy Policy located at www.UC.edu/about/privacy for important information regarding the collection, use and disclosure of personal information.

Publicity: To the extent permitted by law, each Entrant agrees that entry in the Promotion constitutes permission, in perpetuity, that UNIVERSITY OF CINCINNATI, the NCAA, and Buzz Electric Bicycles of their respective affiliates, employees, officers, directors and/or members may use worldwide the Entrant's identity, name, image, likeness and biographical information, now or hereafter developed of Entrant's participation in the Promotion, for any purpose, including, but not limited to, publicity, promotional and advertising purposes related to such parties without any additional consideration or any compensation of any kind.

Release: As a condition of entering the Promotion, Entrant agrees that: (1) under no circumstances 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; (2) all causes of action arising out of or connected with any Promotion, or the Prize awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees.

LIABILITY: EACH ENTRANT: (1) ACKNOWLEDGES ACCEPTANCE OF THE OFFICIAL RULES AND AGREES TO ADHERE TO AND BE BOUND BY THEM; (2) ASSUMES ALL RISK, RESPONSIBILITY, AND LIABILITY FOR ANY PERSONAL BODILY INJURY OR DEATH OR ANY DAMAGE OR LOSS OF PROPERTY, INCLUDING ANY BODILY INJURY OR DEATH TO ANOTHER PERSON, DIRECTLY OR INDIRECTLY ARISING FROM PARTICIPATION IN THE PROMOTION; AND (3) AGREES TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS UNIVERSITY OF CINCINNATI, THE NATIONAL COLLEGIATE ATHLETIC ASSOCIATION, NCAA PROPERTIES, AND EACH OF THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS AND/OR MEMBERS ("RELEASED PARTIES"), THEIR SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, LOSSES AND DAMAGES TO PROPERTY OR PERSON, INCLUDING DEATH, INCURRED OR CAUSED BY ENTRANT OR ENTRANT'S REPRESENTATIVES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, ARISING FROM OR IN CONNECTION WITH OR RELATED TO THE OPERATION OF, OR PARTICIPATION IN, THE PROMOTION.

UNIVERSITY OF CINCINNATI is not responsible for any printing, distribution or production errors and may rescind, cancel or revoke the Promotion based upon any such error without liability at the UNIVERSITY OF CINCINNATI's sole discretion. In the event that an error occurs and more than the designated number of Prizes are claimed the designated number of Prizes will be awarded in a second chance drawing from among eligible Entrants.

General: The Promotion is conducted in the English language and UNIVERSITY OF CINCINNATI shall not be responsible for any printing, typographical, administrative, or technological errors in the offer, presentation or administration of the Promotion. The application and interpretation of the Official Rules, the award of the Prize, and selection of the Winner shall be determined by the representatives of UNIVERSITY OF CINCINNATI, and all decisions in that regard shall be in the sole discretion of such representatives and shall be final and conclusive. Entrants agree that in the event a legal authority, or insurer challenges the award of the Prize, UNIVERSITY OF CINCINNATI shall have the sole right to determine whether or not to award such Prize. In the event of any claim or dispute with regard to the Promotion or the Official Rules, the laws of Ohio shall govern and apply, without regard to conflict of law provisions. Entrants agree to submit to the exclusive jurisdiction of the courts of Ohio in regard to any claim or dispute with respect to any aspect of the Promotion or the Official Rules. The University, is an instrumentality of the State of Ohio, has sovereign immunity under Chapters 2743 and 3345 of the Ohio Revised Code and therefore is prohibited from agreeing to the law or courts of another state. No representative of the University is authorized to waive its sovereign immunity; this can be done only by the State General Assembly.

UNIVERSITY OF CINCINNATI is not responsible for any inability to conduct the Promotion or award the Prize as a result of any act of God, labor stoppage strike, or lock out, or other reason beyond the control of UNIVERSITY OF CINCINNATI.

UNIVERSITY OF CINCINNATI reserves the right, in its sole discretion, to disqualify any Entrant for suspected or actual cheating and to prevent any person from participating in the Promotion or in the Prize award if that person does not adhere to the Official Rules or acts: (a) in a manner that UNIVERSITY OF CINCINNATI determines to be not fair; (b) with an intent to annoy, threaten or harass any other person or the RELEASED PARTIES; or (c) in any other disruptive manner.

Under no circumstances shall a submission into the Promotion, the awarding of the Prize, or anything in these Official Rules be construed as an offer or contract of employment with UNIVERSITY OF CINCINNATI. Entrants acknowledge that their submission was voluntary and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and UNIVERSITY OF CINCINNATI and that no such relationship is established by Entrant's submission under these Official Rules.

Internet: If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of UNIVERSITY OF CINCINNATI which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, UNIVERSITY OF CINCINNATI reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, or suspend the Promotion, in whole or in part, at any time, without notice and award the Prize using all non-suspect eligible entries received as of this termination date. UNIVERSITY OF CINCINNATI assumes no responsibility for (i) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, (ii) any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail or entry on account of technical problems, human error or traffic congestion on the Internet or at any website or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Promotion or downloading or uploading any materials in connection with this Promotion.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY ONLINE MEDIA OR WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS OR THE ONLINE MEDIA RULES AND REGULATIONS AND, SHOULD SUCH AN ATTEMPT BE MADE, UNIVERSITY OF CINCINNATI RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Inquiries & Winner: Address all inquiries regarding the Promotion to: University of Cincinnati Marketing & Fan Experience, 2751 O'Varsity Way, Cincinnati, OH 45221. The identity of the Winner may be obtained by sending a request to the address above within thirty (30) days of the end of the Promotion and by including a self-addressed postage paid (U.S. postage only) envelope.