

MARION PALACE THEATRE CRUISE RAFFLE OFFICIAL RULES

By entering this raffle (the "Promotion"), the entrant accepts and agrees to these Official Rules and the decisions of the Sponsor, which shall be final in all matters.

1. **HOW TO ENTER:** To submit an entry to this Promotion, an entrant must: (1) purchase a minimum of one (1) numbered raffle ticket for \$20.00 USD per ticket. (Raffle tickets are also available for \$50.00 USD for three (3) tickets), (2) print entrant's name, address, phone number and email address on the ticket, and (3) place the ticket(s) in the drawing box or provide the ticket to a Palace employee. No mechanically reproduced or photocopied entries are accepted. Entrants may enter as often as they wish, but each entry must meet all of the requirements of these Official Rules. Entries become the property of Sponsor and will not be returned. Entries must be received by September 22, 2023 at the "Evening with Friends" concert by the time announced at the concert ("Promotion Entry Period"). By submitting a raffle ticket, you confirm that you have read, understand and agree to abide by these Official Rules.

2. **ELIGIBILITY:** Open to legal residents of Ohio, 18 years of age and older as of September 22, 2023, except for employees of the Palace Cultural Arts Association ("Sponsor") and members of their immediate family or persons living in the same household. Void where prohibited. Your entry must adhere to the criteria listed in these Official Rules or your entry will be void and ineligible.

3. **DRAWING:** A random drawing for the Prize will be conducted on or about September 22, 2023 by Sponsor. Odds of winning depend on the number of entries received. Potential winners will be notified by phone, email or mail and must sign and return the required **Affidavit of Eligibility and Release** within 14 days of the date notice is given or mailed or such other date set by Sponsor. Winner does not have to be present to win, but if Sponsor cannot read the winner's email address, telephone number and/or address, or all are not written out correctly, the winner will forfeit his/her claim to the Prize. Failure to respond within the applicable time period will result in forfeiture of Prize and Sponsor shall have the option to award the Prize to an alternate winner. No responsibility is assumed for lost, late, incomplete, stolen, misdirected, or illegible entries; any technical error, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. All income taxes resulting from acceptance of Prize are the responsibility of winner.

4. **PRIZE:** The raffle prize ("Prize") is One, Eight-Day Viking Cruise Line European river cruise for two people in 2023 or 2024, including meals during the cruise, and certain limited tours and shore excursions provided by the cruise line. Airfare, transfers, land extensions, cruisetours and Christmas holiday itineraries are not included. Travel must be completed in 2023 and 2024 or it will be forfeited in its entirety. Actual value of the cruise is: \$9,598.00. Prize winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law. The Prize is not transferable or convertible to cash.

5. **TRAVEL-RELATED DISCLOSURES AND DISCLAIMERS:** All costs, taxes, fees, and expenses associated with any element of the Prize not specifically addressed above are the sole responsibility of the Prize Winner, including but not limited to, ground transportation to and from home, airfare to the cruise departure port, hotel accommodations, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, luggage fees, laundry services, certain food & beverage, and personal expenses such as souvenirs and telephone/Internet charges, and other incidental charges. Winner and travel companion must travel on same itinerary. Winner and travel companion must have valid passport and valid photo ID and any other required documentation prior to departure, including, if applicable COVID-19 vaccination and negative testing status as may be required by any transportation authority or local, state or national law or regulation. The Prize is subject to availability, blackout dates and the rules, terms and conditions of airlines and Viking Cruises, Inc.. Availability is subject to factors such as weather, seasonality, mechanical failures, and space availability. Trip must be booked in advance and is only available until December 2024 (excluding Christmas holiday itineraries). The Prize Winner and his/her travel companion are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor

has not and will not obtain or provide travel insurance or any other form of insurance. If Prize Winner elects to travel or partake in the Prize with no travel companion, no additional compensation will be awarded. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for the Prize Winner and his/her travel companion to redeem any portion of Prize during the scheduled date and time, then the Sponsor shall have no further obligation to the Prize Winner and/or travel companion other than to supply the remaining elements of the Prize package minus the unused portion of Prize if possible. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the cruise line, air carriers, venue operators, transportation companies, Prize providers or any other persons providing any Prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay or cruise cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other Prize element except at the sole and absolute discretion of Sponsor. If for any reason whatsoever, the Prize Winner and/or travel companion are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the Prize Winner or companion. If Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the Prize will be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries. **SPONSOR HEREBY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, ALL DAMAGES, CLAIMS AND LIABILITY ARISING OUT OF THE PRIZE AND ANY AND ALL TRAVEL RELATING TO THE PRIZE. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF THIS PROMOTION OR THE PRIZE INCLUDING ARISING OUT OF OR RELATING TO ANY TRAVEL OR ANY OTHER ASPECT OF WINNER'S (AND HIS/HER TRAVEL COMPANION'S) ACCEPTANCE OR USE OF THE PRIZE.**

6. PUBLICITY RELEASE: Except where prohibited by law, entry and acceptance of Prize constitute permission to use winner's name, prize won, hometown, likeness, recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

7. LIMITATION OF LIABILITY: By entering this Promotion, entrants waive all right to, and hold harmless the Sponsor from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this Promotion or the acceptance, use, or misuse of the Prize or participation in this Promotion. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Sponsor and its affiliates, subsidiaries, and agencies will not be responsible for: lost, late, misdirected, damaged, illegible, incomplete, incorrect, or postage due entries; lost, late, or misdirected Prize notices; or any typographical, or other error in the printing of the offer, administration of the Promotion, or announcement of the Prize. In the event of any such error, Sponsor reserves the right to cancel or modify this sweepstakes in a manner deemed appropriate by the Sponsor. All federal, state, and local laws apply.

8. CHOICE OF LAW AND FORUM: Entrant agrees that all matters arising out of or relating to this sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of Ohio, without giving effect to any of its conflicts of law provisions thereof. Entrant further agrees that any legal suit, action, or proceeding arising out of or relating to this sweepstakes and these Official Rules shall be brought exclusively in the applicable federal or state courts located in Marion, Ohio and the Northern District of Ohio.

9. GENERAL: By participating, each entrant agrees to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Promotion. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible, or postage-due mail or entries, or for technical failure or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing, or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the

announcement of the Prize and the winner, or in any Promotion-related materials. Persons who tamper with or abuse any aspect of the Promotion, act in a disruptive manner, or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify, or terminate the Promotion should any portion of the Promotion be, in Sponsor's sole opinion, compromised by causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness, or proper play, or submission of entries, or for any other reason determined by Sponsor in its sole discretion and, if terminated, at its discretion, select the potential winner for the drawing at issue from all eligible, non-suspect entries received for the applicable drawing prior to action taken or as otherwise deemed fair and appropriate by Sponsor. These Official Rules may only be amended, modified or suspended by Sponsor acting through its Executive Director. The Official Rules cannot be amended or modified by any representation, written or oral, made by any other representative or purported representative of the Sponsor. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Promotion-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), these Official Rules will govern any such alleged or actual ambiguity, discrepancy, or inconsistency will be resolved in Sponsor's sole discretion. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If Sponsor determines at any time in its sole discretion that the winner or potential winner is disqualified, ineligible, or in violation of these Official Rules, Sponsor reserves the right in its sole discretion to select an alternate winner, even if the disqualified potential winner's name may have been shown or announced publicly. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain the Prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law.

10. **NO WARRANTY.** THE PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

11. **UNCONTROLABLE CIRCUMSTANCES.** Should an act of God, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities, epidemics, pandemics and the spread of infectious diseases, including without limitation COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), and any related governmental or judicial actions, including but not limited to travel restrictions, taken in connection with, or as a response to, any such event, or any other event beyond the reasonable control of a party, whether or not existing, known, foreseen or foreseeable at the time this Promotion occurs, render the redemption or fulfillment of all or a portion of the Prize delayed, hindered, adversely affected, impracticable, or impossible, Sponsor in its sole and absolute discretion, reserves the right to evaluate, make modifications to, and restructure the redemption and fulfillment processes and timelines for the Prize, or portion thereof, that Sponsor is responsible for, which may include, but is not limited to, providing additional time for redemption and/or fulfillment. Sponsor may modify and/or restructure the Prize or portions thereof to comply with government orders or guidelines and Sponsor health and safety requirements. In addition, the Prize winner and his/her companion should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before traveling. **Please note that any public location where people are present provides an inherent risk of exposure to COVID-19, and Sponsor cannot guarantee that any person will not be exposed during a visit.**

12. **COMPANION.** All of the Official Rules shall apply equally to a travel companion of the winner of the Prize. If the winner elects to take a companion as part of the Prize, the companion must also sign an **Affidavit of Eligibility and Release**. If the companion is under the age of eighteen (18) (or is considered to be a minor in their state of residence) then the minor's parent or legal guardian must grant permission and sign the Affidavit of Eligibility and Release before the companion can be allowed to accompany the winner on the trip. The right of the Winner to take a companion under the age of eighteen (18) is subject to the sole discretion and approval of the Sponsor and Viking Cruise, Inc.. The winner's

travel companion must also agree to participate in the Prize on the same conditions agreed to by the winner and travel on the same itinerary as the winner. Except where prohibited by law, entry and acceptance of Prize constitute permission to use travel companion's name, hometown, likeness, recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

13. WINNER LIST: For the name of the Prize winner, available after September 24, 2023, send a self-addressed, stamped #10 envelope to: Palace Cultural Arts Association, 276 West Center St., Marion, OH 43302.

14. SPONSOR: Palace Cultural Arts Association, 276 West Center St., Marion, OH 43302. All proceeds from the Promotion will go to benefit the Palace Cultural Arts Association, a 501(c)(3) charitable organization.