

**Fifth Third presents the Battle of Ohio Sweepstakes  
Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANT AGREES TO BE BOUND BY THE TERMS OF THESE OFFICIAL RULES, THE CLEVELAND BROWNS [PRIVACY POLICY](#) AND [TERMS OF USE](#), AND THE DECISIONS OF SPONSOR, WHICH SHALL BE FINAL IN ALL RESPECTS.**

1. **Eligibility:** Fifth Third presents the Battle of Ohio Sweepstakes (the "Sweepstakes") which is open to all legal residents of Ohio who are 21 years of age or older as of the date of entry. Cleveland Browns Football Company LLC ("Sponsor") is located at 76 Lou Groza Blvd., Berea, OH 44017. Employees of Released Parties and their immediate family members (parent, child, spouse or significant other, sibling and their respective spouses, regardless of where they reside) and/or household members (an individual resident in the same residence, whether or not related), are not eligible to enter or win. "Released Parties" as used herein shall mean Sponsor, Fifth Third Bank, Cleveland Browns Stadium Company LLC, the National Football League, its member professional football clubs and each of their respective parent, affiliates, subsidiaries and advertising and promotion agencies. All applicable federal, state and local laws apply. Void where prohibited. The Sweepstakes is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter or any other social media platform.

2. **Promotion Period:** Starts at 3:00:00 pm Eastern Time ("ET") on 11/4/2019 and ends at 11:59:59 pm ET on 12/15/2019 ("Promotion Period").

**How to Enter:** To receive one (1) entry to the Sweepstakes, during the Promotion Period visit

<https://promotions.clevelandbrowns.com/contest/3704> (the "Website") and follow the instructions to complete and submit one (1) Official Entry Form. After submitting the Official Entry Form by visiting the Website, you will be prompted to "share" the Sweepstakes via your personal social media accounts and, if a new individual registers for the Sweepstakes as a result of your sharing, you will receive ten (10) additional bonus entries. Each entry must be received during the Promotion Period to be eligible. **One (1) entry per person and per e-mail address will be accepted during the Promotion Period (not including bonus entries awarded in accordance with these Official Rules).** Additional entries received from the same person or e-mail address in excess of the stated limitation will be void. Do not "tag" anyone in your comments or post any pictures with your comments. Entries that are deemed by the judges in their sole discretion to be immoral, obscene, or profane or not in keeping with Sponsor's image or in violation of these Official Rules will be void. In addition, to be eligible, entry cannot include any third party intellectual property or imagery. Entry cannot defame or invade intellectual property rights of persons, living or deceased, or otherwise infringe upon any copyrighted, trademarked, or person's personal or proprietary rights. In the event of a dispute as to the identity of an entrant, entry will be awarded to the authorized account holder of the e-mail address submitted at the time of entry, provided such individual is eligible according to these Official Rules. "Authorized account holder" is defined as the natural person that is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Released Parties are not responsible for late, lost, stolen, incomplete, illegible, inaccurate, misdirected, undelivered, damaged, or destroyed entries, and such entries may not be considered by Sponsor or Released Parties. No purchase or payment of any kind is necessary, and you need not consent to have your personal information used for direct marketing purposes unrelated to this Sweepstakes, to enter or win. A purchase and/or consenting to direct marketing will not increase your chance of winning. The use of script, macro or other automated or mechanical devices (or any other devices intended to automate or subvert any aspect of entry) to participate in the Sweepstakes is prohibited and any entry through such means and any entry that is deemed to be ineligible (at Sponsor's sole discretion and in accordance with these Official Rules) will be void. Released Parties are not responsible for failures, problems or errors relating to the Sweepstakes. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with the Sweepstakes. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. **By submitting an Entry, entrants agree to (i) the terms of these Official Rules, (ii) the decisions of the Sponsor, which will be final and binding in all disputes and in all matters relating to the Sweepstakes, and (iii) the Cleveland Browns [Privacy Policy](#) and [Terms of Use](#).**

3. **Winner Selection:** For each Prize listed below, one (1) potential Prize winner will be selected at random from all eligible entries received during the Promotion Period. Sponsor will contact the potential winner via phone or email. Potential winner(s) will have seventy-two (72) hours to claim the prize. In the event the potential winner fails to claim the prize by such deadline, an alternate winner will be selected. Odds of winning the Sweepstakes will depend on the total number of eligible entries received during the Promotion Period and the number of Prizes. The potential winner may be required to execute and return an Affidavit of Eligibility, Liability and Publicity Release prior and as a condition to receiving any prize. Noncompliance with these Official Rules, the inability of Sponsor to contact the potential winner within 72 hours or prize notification being returned as non-deliverable may result in disqualification and, time permitting, and at Sponsor's sole discretion, an alternate winner may be selected. Prize winners will have been selected by 11:59:59 pm ET on the 20<sup>th</sup> day following the Promotion Period.

4. **Prize:** One (1) Grand Prize and ten (10) Secondary Prizes will be awarded to each of eleven (11) separate winners. The **Grand Prize** consists of: (i) fourteen (14) tickets to the Browns v. Bengals game in Cincinnati on 12/29/19 (the "Game"); (ii) same day transportation via limousine to/from the Game for up to fourteen (14) individuals (note that all passengers must be 21 years of age or older; will be picked-up from and dropped-off at one designated location in Ohio; and will be required to sign and return a waiver and release of liability as a condition of riding in the limo); and (iii) five-hundred and sixty dollars (\$560) in Bengals bucks to be used towards the purchase of food & beverage at the Game (Total ARV of Grand Prize = \$4,140). Each of ten (10) **Secondary Prizes** consists of: (i) two (2) tickets to the Game and (ii) ten dollars (\$10) in Bengals bucks to be used towards the purchase of food & beverage at the Game (total ARV of each Secondary Prize = \$105).

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 and any additional travel required, 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. Prizes may not be substituted for cash value, or transferred to any third party except as explicitly provided for in these Official Rules.

5. **Miscellaneous:** No transfer, assignment, cash redemption, or substitution of a prize (or any portion thereof) is permitted except by Sponsor which reserves the right to substitute a prize (or applicable portion thereof) with one of comparable or greater value, in its sole discretion. By participating in the Sweepstakes, as permitted by applicable law and subject to our [Terms of Use](#) entrants release Sponsor and each of the other Released Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Sweepstakes. By accepting a prize, subject to applicable law and our [Terms of Use](#), recipient (a) agrees that neither the Sponsor nor any of the Released Parties will have any liability whatsoever for, and shall be held harmless by winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes; from acceptance, possession, misuse or use of prize and (b) grants (and agrees to confirm grant in writing promptly upon request) to Released Parties and those acting under Sponsor's authority, the right to the use of his/her name, photograph, likeness, voice, image, statements and biographical information, at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation, unless prohibited by law. Each prize recipient further agrees to promptly verify in writing this aforementioned grant of rights upon request. Neither Sponsor nor any of the Released Parties shall be liable in the event that any portion of the Sweepstakes or prize is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Subject to applicable law, Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Sweepstakes (or any portion thereof) for any reason, including should virus, worms, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play or submission of entries of the Sweepstakes and, in the case of termination, at its discretion, select the winner for the drawing(s) at issue from all eligible entries received for the drawing(s) at issue prior to the event that required such termination. The successors, heirs, and assigns of entrants and potential winners are subject to the terms of these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE APP, WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

6. **Winners' List:** For a list of the winners (available after 1/15/2020), send a self-addressed, stamped envelope for receipt by 4/30/2020 to: Fifth Third presents the Battle of Ohio Sweepstakes, c/o Cleveland Browns, 76 Lou Groza Blvd., Berea, OH 44017.

7. The Official Rules are available at <https://promotions.clevelandbrowns.com/contest/3704>