

## ***BCAN New Show Logo Contest Official Rules 2021***

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

1. **ELIGIBILITY:** All entrants must be at least eighteen (18) years of age or older as of the date of entry and a legal resident of Ohio or Michigan, and must: (i) reside within the Buckeye Broadband viewing area, and (ii) not have won another prize from Buckeye Broadband during the 30 day period prior to the close of the Promotion Period.

Employees, officers, and directors of Buckeye Cablevision, Inc.; any of their affiliates, subsidiaries, co-branded partners, consultants, contractors, advertising, public relations, promotion, fulfillment, and marketing agencies; as well as their immediate families and those living in their same households; are not eligible to participate in this promotion. "Household members" means people who share the same residence at least three months a year. "Immediate family members" means parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "BCAN New Show Logo Contest" ("Promotion") is void where prohibited or restricted by law and where subject to licensing or registration by any national, state, local or other political division or subdivision.

2. **TIMING:** The Promotion begins at 12:00 a.m. Eastern Time on Friday, November 19, 2021 and ends at 11:59p.m. Eastern Time Sunday, December 19, 2021 ("Promotion Period"). All entries must be received during the Promotion Period.

3. **HOW TO ENTER:** By entering, all entrants agree to abide by these Official Rules for the Promotion (the "Official Rules") and to conform to all federal, state, and local laws.

To enter, go to [www.bcanarts.com](http://www.bcanarts.com) and complete the online entry form. All fields are required. Upload a high-resolution logo file and new BCAN show description. The description must be within 100 words or less. By entering or otherwise submitting entry, Entrants warrant and promise that they own all rights to the content. Graphics submitted with copyrighted content will be disqualified, and Buckeye reserves the right to pursue appropriate legal action and/or remedy. The use of an invalid address or any other incorrect or invalid information will disqualify an entrant.

The odds of winning depend on the total number of eligible entries received. The administration of the Promotion and the drawing will be conducted by Buckeye Cablevision, Inc. ("Sponsor"), whose decisions are final and binding in all respects related to the administration of the Promotion and the selection of potential and qualified winners.

**There is a limit of one (1) entrant per e-mail address, per person, and/or per family or household.** Any duplicate entries are grounds for disqualification. Use of agencies or robotic, repetitive, programmed or similar entry methods is prohibited, and any such use may lead to disqualification. All entries become the property of Sponsor and will not be acknowledged or returned; and in consideration of entry the Entrant irrevocably, completely, and to the fullest extent possible assigns to Sponsor all intellectual property and other rights in the contents of the entry, to use in any many Sponsor deems appropriate in its sole and unlimited discretion.

In the event of a dispute, the "entrant" for e-mail entries is the person in whose name the e-mail account is held. Sponsor is not responsible for lost, late, incomplete, altered, or misdirected entries; for failed, partial or garbled computer transmissions; or for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware, or software which may limit an entrant's ability to participate in this Promotion. Proof of sending will not be deemed to be proof of receipt. Normal Internet access and usage charges imposed by your Internet service provider may apply.

4. Final determination of eligibility will be made by SPONSOR in its sole and unlimited discretion.

5. PRIZES: Winner will be selected from among all eligible entries and voted on internally by Sponsor or its designee, based on its sole and unlimited discretion on the following criteria: Originality, Design Quality, and Solid Comprehension of the "New Show's" Programming Content. One (1) Potential prize winners will be selected from the entries received during the Promotion Period. The administration of the Promotion and the drawing will be conducted by Sponsor, whose decisions are final and binding in all respects related to the administration of the Promotion and the selection of potential and qualified winners.

One (1) winner will receive a \$500 Visa Gift Card. The winner's show name and logo design will be incorporated into BCAN's programming and the winner's name will be included in the show credits. (Prize value: \$500).

Upon delivery of the prize certificates, Sponsor will be deemed to have awarded the prize, and the prize winner assumes full ownership and responsibility for the prize.

6. NOTIFICATION OF WINNER: Sponsor or its designee will notify a potential winner by 1pm on Tuesday, December 21, 2021 and using the same e-mail address and/or phone number provided with the selected entry. Potential winner must comply with all terms and conditions of these Official Rules. Prize award is contingent on verification by Sponsor that the potential winner meets all eligibility and other requirements. The potential winner must claim the prize before 6pm on December 30, 2021; to do so, the potential winner must personally visit Sponsor during its regular business hours to sign and return a release of liability, declaration of eligibility, and a publicity consent agreement.

If the potential winner does not meet these prize timelines or is determined to be ineligible by Sponsor in its sole and unlimited discretion, he or she is disqualified and an alternate may be selected by Sponsor from the pool of entries; the prize may not be awarded; or Sponsor may cancel or otherwise alter the promotion. Prizes are non-transferable and must be accepted as awarded. No cash alternative or other substitution allowed.

Except where prohibited, entrant consents to Sponsor's use of their personal information (including without limitation name, city, state, or county, likeness, photograph, and statements) for promotional and advertising purposes in any media without further payment or consideration, and entrant waives to the fullest extent possible any claims against Sponsor based on that use. Sponsor reserves the right, in its sole and unlimited discretion, to substitute a prize of equal or

greater value, whether in cash or otherwise. All taxes on prizes and incidental expenses associated with claiming the prize are the sole responsibility of the winner. The winner agrees that the prize is "AS IS" and "WITHOUT WARRANTY" except for any warranty that is expressly provided by the manufacturer or supplier of the prize, and each winner is subject to all restrictions imposed by the manufacturer or supplier of the prize. Entrants agree and understand that Sponsor has not made and/or is not responsible for any representation or warranty, express or implied, related to the prize.

7. **DISQUALIFICATION:** Sponsor, in its sole and unlimited discretion, reserves the right to disqualify any individual who violates these Official Rules, acts in a disruptive manner, or attempts to undermine the legitimate operation of the Promotion in any manner, including without limitation by tampering with any website mechanism. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH ENTRANT. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERMS OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.**

8. **LIMITATION OF LIABILITY:** Entrants agree and understand that Sponsor shall have no liability for any personal injury, loss, or damage of whatever kind (including loss of data) caused directly or indirectly, in whole or in part, from any entry and other participation in the contest, including without limit from downloading any material from Sponsor's website, regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is linked to Sponsor's website. Entrants agree and understand that Sponsor takes no responsibility and has no liability for the content of third-party websites which may be linked to Sponsor's website. Sponsor reserves the right in its sole and unlimited discretion to cancel, suspend or modify the Promotion under any circumstances, including without limitation if fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the administration or integrity of the Promotion as determined by Sponsor in its sole discretion. In the event of such impairment, Sponsor may choose potential winners from all entries received as of the time of impairment, or may otherwise alter the terms of the contest. By participation in the Promotion, the entrant agrees to release and hold harmless Sponsor, its affiliates, its promotional partners, and their respective directors, officers, employees and agents, from any liability for damage, injury, death, loss, cancellation or other liability arising from the entrant's acceptance or use of any prize or substitute prize or their participation in this Promotion, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy or from any misuse or malfunction of such prize or substitute prize. Entrant further agrees to defend, indemnify, and hold harmless Sponsor and its owners, affiliates, directors, officers, employees and agents, as to any claims that may arise with respect to Entrant's submission to the promotion, including without limitation any claims related to ownership and/or intellectual property. Sponsor and its owners, affiliates, directors, officers, employees and agents assume no liability for losses incurred as a result of cancellation of the Promotion or for any reason whatsoever or through the acts or defaults of any company or person providing any prize or for

events occurring after the award of such prize. All such losses or expenses will have to be borne by the individual winner.

9. GOVERNING LAW AND DISPUTES: Except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Promotion or any prize awarded, other than the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by the Court of Common Pleas of Lucas County, Ohio; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by Ohio law, without reference to conflict of law principles. Sponsor reserves the right to modify the Official Rules of this Promotion in any way or at any time by posting the amended rules at [www.buckeyecontest.com](http://www.buckeyecontest.com).

10. WINNER'S LIST: All entrants understand and agree that the identity of any entrant, (including without limitation personal information such as name, and address) and the contents of any entry may be published (including without limitation online at [www.buckeyecontest.com](http://www.buckeyecontest.com)) and may be provided upon request to contest sponsors. Copies of the winner's name may be obtained until December 31, 2021 by sending a self-addressed stamped envelope to the Sponsor at the address listed herein.

11. OFFICIAL RULES: A copy of these Official Rules may be obtained by mailing a self-addressed, stamped envelope to "BCAN New Show Logo Contest" 2700 Oregon Rd., Northwood, OH 43619 – C/O Jodi Dixon.

12. SPONSOR ADDRESS: Buckeye Cablevision, Inc., doing business as Buckeye Broadband, is located at 2700 Oregon Rd., Northwood, OH 43619.

13. PRIVACY: Sponsor collects personal data from you when you enter this Promotion and generally when you access its website. By submission of an entry through Sponsor's website, you agree to the collection of this data and you further agree to be bound by Sponsor's privacy policy, which is available for your review

at [https://www.buckeyebroadband.com/sites/default/files/2019-12/BUCKEYE WEBSITE PRIVACY POLICY June 2016 0.pdf](https://www.buckeyebroadband.com/sites/default/files/2019-12/BUCKEYE%20WEBSITE%20PRIVACY%20POLICY%20June%202016%200.pdf)

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