EBONY SENSORY SOIRÉE PRESENTED BY LOUISVILLE TOURISM CONTEST OFFICIAL RULES

- 1. **ELIGIBILITY:** *EBONY SENSORY SOIRÉE PRESENTED BY LOUISVILLE TOURISM* (the "<u>Contest</u>") is open only to persons 21 years of age or older on the date of entry. Employees, officers and directors and their spouses, parents, children, and siblings (and all of their respective spouses) and members of the same household (whether or not related) of EBONY Media Group, LLC ("<u>EBONY</u>") and Louisville Tourism, and all of their affiliates are not eligible to participate.
- 2. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The odds of winning depend on the number of eligible entries received. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law. By entering the contest, entrants agree to waive any right to claim any ambiguity or error in the Official Rules or the contest itself and agree to be bound by the Official Rules and by all decisions of EBONY, whose decisions are binding and final.
- 3. HOW TO ENTER: The Contest begins at 10:00am (Eastern Time) on March 11, 2024 and ends at 11:59pm (Eastern Time) on March 31, 2024 (the "Contest Period"). To be eligible, each entrant must follow @ebonymagazine on Facebook, X, and Instragram. Eligible persons may enter the Contest by: (i) completing an entry form (an "Entry") online; (ii) commenting "W" on one (1) EBONY social media post surrounding the Contest, tag a friend you want to bring to the EBONY Sensory Soirée Presented by Louisville Tourism event on that post, and include #EBONYSensorySoiree to the post ("Social Post"); (iii) signing up to receive EBONY's newsletter; and (iv) agreeing to EBONY.com's privacy policy. All information on the Entry and content of the Social Post must be completed in full in order to be eligible. Information required on the Entry includes your name, age, email address, and questions concerning how you learned about the Contest and whether you have visited Louisville, Kentucky. Any Entry which is not on the form provided by EBONY or which is not completely filled out will be void. Only one Entry per person. Entries may not be mailed. Late, lost, illegible and reproduced or mailed entries are not eligible. Entrants must accept these Official Rules to be eligible for the Contest.
- 4. **WINNER SELECTION:** Each eligible entry will be assigned a number and one (1) prize winner (the "<u>Winner</u>") will be selected by random on April 4, 2024 from all eligible Entries received by EBONY. The random selection of the Winner is final and binding with respect to all matters related to the Contest. Participants need not be present during the live event to win.
- 5. **PRIZES:** One (1) prize winner will receive two (2) tickets to *EBONY Sensory Soirée Presented by Louisville Tourism* event at the The Gathering Spot, 384 Northyards Blvd NW, Atlanta, GA 30313, on April 13, 2024 (the "<u>Prize</u>"). The Winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes) associated with winning a prize in the Contest. All costs and expenses associated with acceptance and use of a prize, including, but not limited to, taxes (including income taxes), gratuities, and other expenses are the sole responsibility of the Winner. The prize is non-transferable and non-assignable, with no cash redemptions or substitutions. EBONY reserves the right to substitute a prize of comparable or greater value at its sole discretion. Neither EBONY nor any of the Released Parties (as defined below) will be responsible for acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster or circumstances outside their control that may cause an inability to use the Prize.

- 6. **NOTIFICATION:** The Winner will be notified by email on April 5, 2024. In the event that EBONY does not receive confirmation from the Winner within 48 hours after such Winner is selected, the Winner will be disqualified and, at EBONY's discretion, an alternate Winner will be chosen by random drawing from all remaining eligible Entries.
- 7. WAIVER OF LIABILITY: By submitting an Entry, each participant (i) agrees to be bound by these Official Rules, including all Entry requirements and EBONY.com's privacy policy, (ii) waives any right to claim any ambiguity or error in the Official Rules, or the Contest itself, (iii) agrees that all decisions of EBONY are binding and final, and (iv) hereby waives and releases any and all claims against EBONY, and each of its respective parent companies, affiliated companies, subsidiaries, licensees, Prize manufacturer, and advertising and Contest agencies, and any and all other companies associated with the Contest, and all of their respective shareholders, partners, members, managers, owners, officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from participation in the Contest or from the receipt or use of any of the Prize, and (v) hereby indemnifies and holds harmless each and all of the Released Parties from and with respect to any and all claims, causes of action, damages, liabilities, costs and expenses whatsoever, including, without limitation, reasonable attorneys fees, arising or resulting from or related to the acts or omissions of such participant in connection with entering the Contest and/or accepting or using any of the Prizes.
- 8. **PUBLICITY RELEASE.** By acceptance of any of the Prizes, the Winner grants to EBONY and their respective designees, the right to use and publish such Winner's photo, likeness, voice, video footage including Winner, and Winner's name, city and state of residence in any media now or hereafter devised, (i) without additional compensation or consideration to Winner, (ii) without any notice to Winner, and (iii) without any additional permission from Winner, except where required by law.
- 9. **GENERAL CONDITIONS:** Released Parties are not responsible for stolen, late, misdirected, lost, damaged, delayed, incomplete, inaccurate or illegible Entries. Persons who tamper with or abuse any aspect of the Contest or who are in violation of these Official Rules, as determined by EBONY in its sole discretion, will be disqualified and all associated Entries will be void. Any attempt to deliberately damage the content or operation of the Contest is unlawful and subject to legal action by EBONY. EBONY shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in its sole discretion. The Released Parties (i) make no warranty, representation or guaranty of any kind concerning the Prize, and (ii) disclaim any implied warranty whatsoever. All disputes will be resolved under applicable U.S. and Kentucky laws with venue in Louisville, Kentucky. EBONY reserves the right, in its sole discretion, to cancel or suspend the Contest if fraud or any other factor impairs the integrity or proper operation of the Contest. In the event of cancellation, EBONY may elect to identify Winner and award the Prize by way of random drawing from among all non-suspect, eligible Entries received up to the time of cancellation. All entries are property of the sponsors of this Contest.
- 10. **WINNER'S LIST:** The Winner (available after 2:00pm (Eastern Time) on April 4, 2024), will be notified via email and may be announced via EBONY's social media accounts, website, and newsletter.
- 11. **SPONSOR:** The sponsor of this Contest is EBONY Media Group, LLC. EBONY's principal place of business is located at 3309 Collins Lane, Louisville, KY 40245. EBONY is a registered trademark and may not be used or reproduced without express written consent.