



**Fiber Foodie Giveaway 2023**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**ELIGIBILITY:** altafiber's Fiber Foodie Giveaway 2023 ("Sweepstakes") begins on July 11, 2023 at 8:00 AM ET Standard Time and ends on September 25, at 11:59amET ("Sweepstakes Period"). The time shall be determined by Cincinnati Bell dba altafiber's (Sponsor) timekeeping systems, and Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes.

The Sweepstakes is open to (i) legal residents of the US (including DC); and (ii) who are at least 18 years old and the age of majority in their jurisdiction of residence as of the date of entry. Void where prohibited. Sweepstakes is subject to all applicable federal, state, and local laws.

**TO ENTER:** To enter the Sweepstakes, complete the following steps during the Sweepstakes Period:

- Post a selfie or image at our altafiber tent/booth at one of the food festivals in Dayton listed at this blog: <https://blog.altafiber.com/dayton-festivals-for-foodies> on social media
- Must tag @altafiber (must be public on most platforms for us to be able to see the tag) and use the hashtag #FiberFoodie

Entries submitted in compliance with the foregoing and all other terms in these Official Rules are hereafter "Entries" or, individually, an "Entry." By completing all the above steps during the Sweepstakes Period, you will receive one (1) Entry into the Sweepstakes.

*Limit: 5 entries per person (1 per festival)*

By entering this Sweepstakes, each entrant agrees that the Sponsor may contact the entrant using the email address, phone number or other contact information provided with the entry, to administer and fulfill this Sweepstakes. Any Entrant's failure or inability to receive any message(s) from Sponsor for any reason shall be deemed a failure by such entrant to comply with these Official Rules, and any such entrant shall be disqualified from the Sweepstakes.

Sponsor is not responsible for lost, late, misdirected or otherwise unreceived Entries or Entries not received regardless of cause. In the event of a dispute over who submitted an Entry, the Entry will be deemed to have been directly submitted by the authorized account holder of the relevant account used to enter the Sweepstakes. The authorized account holder is deemed to be the natural person who is assigned to the account by the relevant entity responsible for assigning those accounts. By entering and/or participating, entrants agree to be bound by these Official Rules and Privacy Policy (located at <https://blog.altafiber.com/dayton-festivals-for-foodies> ) incorporated herein by reference.

**WINNER SELECTION and ODDS:** Sponsor will select *up to 1* winner on or about September 25, 2023 in a random drawing from among all eligible entries received. Odds of winning depend on number of eligible entries received.

**PRIZES:** Upon verification of eligibility and compliance with these Official Rules, each winner will receive the following prize(s):

- One (1) \$150 Simon Gift Card

All prizes are awarded "AS IS." Neither Sponsor nor Sponsor Affiliates make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Sweepstakes or any prize. [No issuer of any offered prize is

sponsoring this Sweepstakes.] Gift cards awarded as a prize are subject to terms and conditions of gift card issuer(s). Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. A winner may waive the right to receive a prize. Prizes consist only of the items listed, are non-assignable, non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Sponsor will determine all prize details (brand, model, size, etc.) in its sole discretion. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

**NOTIFICATION:** Potential winner(s) will be notified by Sponsor or another designated representative via email on or about the winner selection date. If potential winners do not respond to the notification within a timely manner, as determined solely by Sponsor, Sponsor may conduct additional random drawings to select additional potential winners. Potential winner must respond to the notification message within *48 hours* of the announcement and provide all requested information within *24 hours* of the first contact or attempted contact from Sponsor. Sponsor may require winner(s) to complete, sign, and return an Affidavit of Eligibility/Liability Release/Publicity Release forms and other applicable documents. All required documents must be completed and returned to Sponsor 48 hours of the date and time listed on the documents. If a potential winner cannot be contacted, is disqualified, or fails to timely execute and return any required forms, an alternate winner may be selected from among the remaining eligible entries.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

**MARKETING:** Submission of an Entry in the Sweepstakes constitutes permission, but not the obligation, to the Sponsor to use entrants' name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Sweepstakes (whether or not required), including, without limitation, mailing address, phone number, email address, etc. during entry constitutes permission for Sponsor to use entrant's personal information for purposes of administration of the Sweepstakes. You also may opt-in to be added to Sponsor's customer database and to permit Sponsor to contact you in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's e-mails). You understand that you are providing your information to Sponsor. The information you provide to Sponsor will only be used in accordance with Sponsor's Privacy Policy.

**NO LIABILITY & INDEMNIFICATION:** By entering this Sweepstakes, you agree to release, discharge and hold harmless Sponsor, Sponsor Affiliates, and their respective directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your Entry, your participation in this Sweepstakes or any Sweepstakes-related activities, and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the Sweepstakes; any non-compliance by you with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the Sweepstakes; acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes; any malfunction, error or other problem arising in connection with the collection, processing, or retention of Entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Sweepstakes.

If Sponsor's use of your Entry or your participation in the Sweepstakes causes Sponsor to be subject to a claim by any third party (including, but not limited to, a claim of infringement), you agree to indemnify and

hold harmless the Released Parties, and all persons acting by, through, under, or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your Entry.

**Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZE(S) AND ANY WEBSITE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) OR ANY WEBSITE(S), AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prize based upon random selection.

**OTHER TERMS:** Decisions of Sponsor on all matters related to the Sweepstakes are final and binding. Sponsor reserves the right to cancel or modify the Sweepstakes for any reason, including but not limited to, in the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering, public health crisis, governmental action, or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness, integrity or proper operation of the Sweepstakes as determined by Sponsor, in its sole discretion. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor. Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, if the individual fails to comply with any requirement of participation or with any provision in these Official Rules, if the individual's behavior or communication at any point is disruptive, may or does cause damage or to any person, property, or reputation of Sponsor, or is otherwise not in accordance with all applicable laws and generally accepted social practices as determined in Sponsor's sole discretion. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

**CONSTRUCTION and GOVERNING LAW:** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any disputes arising under this Sweepstakes and/or these Official Rules will be governed by relevant U.S. federal statutes and

regulations and the internal laws of the State of Ohio. Any legal suit, action, or proceeding arising out of or relating to the Sweepstakes or these Official Rules shall be instituted exclusively in the federal courts of the United States of America or the courts of the State of Ohio, in each case located in Hamilton County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**NO AFFILIATION:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, or any social media channels. Any questions, comments or complaints regarding the Sweepstakes should be directed to Sponsor.

**WINNER ANNOUNCEMENT:** To obtain a list of the winners, send a request to [samantha.seger@altafiber.com](mailto:samantha.seger@altafiber.com)

**SPONSOR:** Cincinnati Bell Inc. dba altafiber