

ESPN RADIO 2021 PGA CHAMPIONSHIP SWEEPSTAKES OFFICIAL RULES

Last updated 7/30/20 to correct hotel check out date.

NO PURCHASE NECESSARY

1. NAME OF SPONSOR / PRIZE PROVIDER

Sponsor: ESPN Radio, a division of ABC Radio Network Assets, One ESPN Plaza, Bristol, CT 06010 ("**Sponsor**").

Prize Provider: PGA of America ("**PGA**"), 100 Avenue of the Champions, Palm Beach Gardens, FL 33418 (hereinafter, the "**Prize Provider**").

2. ELIGIBILITY

The ESPN Radio 2021 PGA Championship Sweepstakes ("**Sweepstakes**") is open to legal residents of the fifty (50) United States, including the District of Columbia (EXCLUDING PUERTO RICO, OTHER UNITED STATES TERRITORIES, AND FOREIGN TERRITORIES), ages eighteen (18) and older at the time of entry.

Employees of Sponsor, Prize Provider, their respective parents, affiliates, subsidiaries, and each of their respective advertising and promotion agencies and immediate family members and/or those living in the same household of each are not eligible. This Sweepstakes is void where prohibited or restricted by law and is subject to all federal, state, and local laws and regulations.

In addition, the following people are also not eligible to enter: any individuals, including, but not limited to, employees, consultants, independent contractors, and interns, who have, within the past six (6) months, performed services for ESPN Radio, a division of ABC Radio Network Assets, Prize Provider, or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the prize, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals.

"Immediate family members" means parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" means people who share the same residence at least three (3) months a year.

3. HOW AND WHEN TO ENTER

Listeners of ESPN Radio and affiliated podcasts may enter the Sweepstakes for a chance to win a prize by visiting www.espnradiosweeps.com and following the listed instructions. The Sweepstakes begins **Wednesday, July 29, 2020 at 12:01 AM Eastern Time ("ET")** and ends **Tuesday, August 11, 2020 at 11:59 PM ET ("Entry Period")**.

Listeners may enter only one (1) time during the Entry Period with a valid email address. Limit one (1) entry per person, regardless of how many email addresses an entrant might have.

By entering the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

Sponsor can provide no technical support and accepts no responsibility for insuring the receipt or successful submission of your entry. Mass entries or entries generated by use of automated methods will be disqualified. If for any reason the Sweepstakes is not capable of running as planned, including unauthorized intervention, fraud, technical failures or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, or any problems or technical malfunctions of any telephone network or lines, or any combination thereof.

Caution: Any attempt by an individual to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law.

Except as otherwise contemplated by these Official Rules, and to the extent entrants may otherwise elect at the time of Entry, information provided by you is subject to Sponsor's privacy policy located at <https://disneyprivacycenter.com/privacy-policy-translations/english>.

In the event of a dispute, any email entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of registration, provided that person meets all eligibility requirements set forth in these Official Rules. "Authorized Account Holder" means the natural person who is assigned to an email address at the time of its creation. Any entrant who attempts to participate with multiple emails, or under multiple identities will be disqualified from participation in the Sweepstakes.

4. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

The odds of winning any drawing depends on the number of eligible entries received during the Entry Period.

One (1) potential winner will be selected by random drawing from all eligible entries received during the Entry Period. Random drawing will be conducted by Sponsor, whose decisions are final in each instance.

Potential winners will be contacted at the phone number and/or email address provided during website submission. Failure of the potential winner to respond to the initial notification phone call or email message within forty-eight (48) hours, or if the initial notification is returned as undeliverable after two (2) attempts, may result in disqualification and award of the prize to an alternate winner. The potential winner will be required to sign and return within three (3) business days: 1) an affidavit of eligibility and liability release form, including a COVID-19 release acknowledgement; 2) a validly executed IRS Form W-9, because winner is responsible for any and all taxes due on the prize and 3) a publicity release where permitted (collectively, the “**Prize Claim Documents**”) before being certified as a winner. Refusal to fully complete, execute and return the Prize Claim Documents within the specified time will result in disqualification and forfeiture of prize. If a potential winner is disqualified for any reason, the prize will be offered to up to two (2) alternate winners chosen randomly from the same pool of eligible entries.

The awarding of a prize is at Sponsor’s sole discretion and subject to winner’s compliance with any and all verification requirements set forth by Sponsor.

5. PRIZES

One (1) winner will receive a prize package to attend the 2021 PGA Championship at Kiawah Island in South Carolina, tentatively scheduled to take place **May 21-24, 2021**. The prize package will include the following (collectively, the “**Prize**”):

- Roundtrip economy-class airfare for two (2) persons (winner and guest) to/from a major U.S. airport near winner’s residence and Charleston International Airport (exact route, seating, etc. to be determined by Sponsor, in its sole discretion). **Travel dates tentatively scheduled for Friday, May 21, 2021 through Monday, May 24, 2021.** *To accept the Prize, winner must be available to travel on those dates.*
- Double-occupancy hotel accommodations (i.e., one (1) hotel room with a maximum capacity of two (2) persons) for three (3) nights at The Sanctuary checking in Friday, May 21, 2021 and checking out Monday, May 24, 2021
- Two (2) Wanamaker Club Tickets on Saturday, May 22, 2021 and Sunday, May 23, 2021
- Transportation to/from The Ocean Course and The Sanctuary on Saturday, May 22, 2021 and Sunday, May 23, 2021
- Two (2) Tickets to the PGA Chalet on either Saturday, May 22, 2021 or Sunday, May 23, 2021 (exact date to be determined by Prize Provider, in its sole discretion)
- Dinner for two (2) at Jasmine Porch at The Sanctuary at Kiawah Island Golf Resort (Voucher redeemable for one (1) year from date of issuance)

- Autographed pin flag by the 2021 PGA Champion
- Meet & Greet with on-site ESPN Announcers & Talent (subject to availability and shall be determined by Sponsor, in its sole discretion)
- Two (2) one-year long subscriptions to ESPN+ (must be redeemed within thirty (30) days of issuance). *NOTE: This offer may only be redeemed by new ESPN+ subscribers. Does not apply to past or current ESPN+ subscribers.*
- One (1) gift card with a value of One Hundred Dollars (\$100) gift card to cover ground transportation to/from airport and hotel.

Approximate retail value (“ARV”) of each Prize: \$4,800

Total ARV of all Prizes awarded: \$4,800

No cash equivalents (unless explicitly stated), substitutions or transfer of Prizes will be allowed, except Sponsor reserves the right to substitute prize(s) of equal or greater value if a Prize or any portion thereof is unavailable for any reason. No more than the advertised number of Prizes will be awarded. Limit one (1) Prize per household.

Travel companions must be eighteen (18) years of age or older, or if a minor, must be accompanied by a parent or legal guardian. Travel companions will be required to sign and return a travel liability/publicity release prior to awarding of the Prize to winner. All travelers must travel together on the same itinerary and possess all required travel documents prior to awarding of travel prizes. If a winner elects to travel without a guest, no additional compensation will be awarded.

All aspects of the travel portion of the Prizes must be conducted on dates to be determined by Sponsor in its sole discretion. If a winner cannot take a trip on the dates determined by Sponsor the prize will be forfeited in its entirety. The dates of departure and return are subject to change at Sponsor’s sole discretion. Travel restrictions, conditions and limitations may apply. Travel arrangements are subject to availability and must be roundtrip. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services or accommodations. Sponsor shall not be liable for any loss or damage to baggage. Air transportation may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Airline and hotel blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. ARV for travel prize may vary depending upon points of departure and destination and fare fluctuations. Sponsor reserves the right to structure travel route and select hotels in their sole discretion. If the closest airport to a winner’s home is in close enough proximity to Prize destination city so that, as Sponsor may determine in its sole discretion, a flight is unnecessary, such winner will receive alternate ground transportation from the Sponsor with no further obligation to the winner. Winner will not receive cash or any other form of compensation if actual

travel costs are less than the stated ARV in these Official Rules. The roundtrip air transportation element for Prize begins and ends at the point of departure.

In the event a winner and/or his or her travel companion engage in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send such winner and/or his or her travel companion home with no further compensation.

Potential winner and travel companion may have to submit to a background check. Such background check may include (but is not limited to) investigation of employment history, criminal or other arrest or conviction record, and any other factor deemed relevant by the Sponsor. If requested, the potential winner and/or guest agree to sign waiver forms authorizing the release of personal and background information. Such background information may include, without limitation, civil and criminal court records and police reports. If the potential prize winner and/or travel companion do not authorize the background check, Prize is subject to forfeiture and disqualification.

All applicable federal, state, and local taxes on Prize are the sole responsibility of the winner. Unclaimed prizes will not be awarded. Recipients of prizes **valued at over \$600 will receive a 1099 tax form from Sponsor (ESPN Radio) for the actual retail value of the prize no later than the January following awarding of Prize.**

Prize is subject to availability. Sponsor and Prize Provider are not responsible for cancellation or preemption of Prize-related events or for other circumstances that make it impractical or impossible to fulfill an element of the Prize. Such element of the Prize has no approximate retail value, and if it becomes impractical or impossible to fulfill this element, Sponsor's only obligation will be to provide the remainder, if any, of the Prize. In the event winner is able to participate in the trip during the dates designated by Sponsor, but planned activities do not or cannot take place as scheduled or at all, for reasons including, but not limited to, COVID-19-related cancellation or modification, limitation of attendance at Prize-events, scheduling conflicts, cancellations, postponement, or for any other reason, then the Sponsor reserves the right to award the remainder of the Prize with no further obligation to the winner. Except as stated in the preceding sentence, no cash alternatives, prize substitutions or transfer of Prize will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed or any portion thereof is unavailable for any reason.

All other expenses relating to acceptance of the Prize not explicitly stated herein, including, but not limited to, taxes, meals and beverages, alcoholic beverages, souvenirs/merchandise, excursions, and gratuities are responsibility of winner and his/her eligible guest. Complete terms and conditions of prize trips will be furnished with Prize notification.

6. RELEASES; LIMITATION OF LIABILITY

All federal, state and local laws and regulations apply. Acceptance of a prize shall be construed as and signify the prize winner's agreement and consent that Sponsor and Prize Provider may use the winner's and/or travel companion's names, voices, addresses (city and state only), likenesses, written statements, oral statements, biographical information and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, except where prohibited by law. Winner and/or travel companion shall have no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of his or her names, voices, addresses (city and state only), likenesses, written statements, oral statements, biographical information and/or prize information. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsor which are final and binding in all respects.

Sponsor and Prize Provider provide no warranty, representation, or guarantee of any kind for any prize. Sponsor is not responsible for any typographical, computer, or other error in the printing, the conduct of, the offering, or the announcement of Prize.

Participants, by entering the Sweepstakes, agree to indemnify, release and hold harmless ESPN Radio, a division of ABC Radio Network Assets, the PGA of America ("PGA"), and their affiliates, parents, and subsidiaries; their respective advertising, promotion and production agencies; and the employees, officers, directors, agents and representatives of each of the foregoing (collectively, "**Releasees**") from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property, including, but not limited to, property damage, negligence of any Releasee, personal injury and/or death, which may be sustained in connection with the Promotion, the receipt, ownership or use of, or travel associated with Prize or while preparing for, participating in, and/or traveling to or from any Prize-related activity.

In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein or by any event beyond its control, including, but not limited to, fire, flood, natural or man-made epidemic/pandemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. In the event the Sweepstakes is terminated for any reason, Sponsor will award the Prize via random drawing from among all valid entries received up to the time of the action taken by the Sponsor.

7. DISPUTES

This Sweepstakes is governed by the laws of the United States and the State of Connecticut, without respect to conflict of law doctrines. As a condition of participating in

this Sweepstakes, entrants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Connecticut having jurisdiction. Further, in any such dispute, under no circumstances will entrants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g. costs associated with entering), and entrant further waives all rights to have damages multiplied or increased.

8. RULES/WINNER'S NAME

For name of winner or an additional copy of these Official Rules, send a self-addressed envelope by 8/31/2020 to ESPN Radio 2021 PGA Championship Sweepstakes, 8050 Rowan Rd, Suite 200, Cranberry Township, PA 16066.

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