



The Winning Drive

THE WINNING DRIVE CONTEST

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY.
PURCHASE OR PAYMENT WILL NOT INCREASE A CONTESTANT'S CHANCES OF
WINNING.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF AND ARE LOCATED IN THE
STATE OF OHIO DURING THE ENTIRE CONTEST PERIOD, WHO ARE 18 YEARS OR
OLDER AND HAVE A VALID DRIVER'S LICENSE.**

VOID WHERE OTHERWISE PROHIBITED OR RESTRICTED BY LAW.

The Winning Drive Contest ("Contest") is sponsored by Harry Buffalo _____ ("Sponsor").

- 1. REGISTRATION PERIOD AND DRAWING PERIOD:** The Contest "Registration Period" begins on Sunday, September 9, 2018 upon the beginning of the 4th Quarter of the first Regular Season Browns Game and continues every Sunday during the 4th Quarter of the Cleveland Browns Regular Season Games and ends if the Cleveland Browns win at a minimum 9 of their Regular Season Games and upon completion of the Final Regular Season Browns Game on Sunday, December 30, 2018. The "Drawing Period" begins on Sunday, December 30, 2018 at 4:30 PM and ends when there is only one (1) Contestant, as is defined in Section 2, the Contestant must be present at the Drawing Period on Sunday, December 30, 2018 to win. The Sponsor's POS System computer will be the official clock. A Contestant, defined in Section 2, must register for the Contest during the Registration Period and be present at the Location, as defined in Section 3, during the Drawing Period on December 30, 2018 or he/she will not be eligible to participate in the Contest.
- 2. ELIGIBILITY:** A "Contestant" must be a legal resident of and located in the State of Ohio during the entire duration of the Contest, be at least eighteen (18) years of age at the time of entry and have a valid driver's license. A "Contestant" must be at the Location, as defined in Section 3, during the Registration Period. Employees of Sponsor, their parent companies, subsidiaries, affiliates, and other individuals/entities associated with this

Contest are not eligible to enter or win. The Contest is void outside of the State of Ohio and where otherwise prohibited or restricted by law.

The Contest is subject to all applicable federal, state and local laws and/or regulations and every action taken by a Contestant in the Contest must comply with these laws and regulations. Participation in the Contest constitutes Contestant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Contestants waive any right to claim ambiguity in these Official Rules. Winning the Winning Drive Prize is contingent upon fulfilling all requirements set forth herein.

- 3. HOW TO ENTER:** A Contestant can enter every Sunday during the Cleveland Browns regular Season games at any of the following Harry Buffalo Restaurants, Elyria, Lakewood, North Olmsted, Parma Heights, East 4th Harry Buffalo, Painsville, Westerville, and Highland Heights ("Location") during the 4th Quarter of the Browns Regular Season Games. There is no cost for the ticket. A Contestant must be present at the Location during the 4th Quarter of the Cleveland Browns Game to receive a raffle ticket. A Contestant may only participate if they are present at the Location. One Ticket will be given to every Contestant every Browns Sunday. If the Browns win that Browns Sunday, Contestant will receive another raffle ticket.

During the Registration Period Contestants must fill out the raffle ticket by filing out the raffle ticket and participating the Contestant is agreeing to these Official Rules.

- 4. WINNING DRIVE PRIZE:** Each Location will confirm one winner. During the Drawing Period an employee of the Location will pick a name from the barrel of raffle tickets received. The confirmed winner will receive, a 2 year, 10,000 mile lease for a 2019 Range Rover Sport, the value not to exceed \$34,000.00. Contestants will be responsible for all taxes and expenses which are the confirmed winner's responsibility as set forth below. The Sponsor will contact the confirmed Winning Drive Prize winner and put him/her in touch with a Westside Land Rover. The confirmed Winning Drive Prize winner may select to receive the 2019 Range Rover Sport, a Range Rover vehicle of greater value. If the confirmed winner selects a Range Rover vehicle of greater value than the 2019 Range Rover Sport, he/she will be required to pay any amounts in exceed of the \$34,000.00. The confirmed Winning Drive Prize winner may only receive a Range Rover. He/she will not receive the cash equivalent of the Range Rover Sport vehicle.

The actual Winning Drive Prize features/options will be determined by Sponsor in its sole and absolute discretion. The Winning Drive Prize winner IS SUBJECT TO CREDIT APPROVAL. The Winning Drive Prize is awarded in "As-Is" and "Where-IS" condition, subject to any express limited warranty provided by Range Rover. Any vehicle upgrades,

aftermarket additions, options or other elements beyond the model details provided in these Official Rules will not be available to the winner. The Winning Drive Prize vehicle will be provided to winner through Westside Land Rover, or another dealership selected by Sponsor, in its sole and absolute discretion. No other delivery option will be available. Subject to availability, vehicle will be delivered approximately 120 days from final verification of winner's eligibility (as further described below in Section 6). The Winning Drive Prize Winner is solely responsible for taking delivery. If the winner refuses delivery, the Winning Drive Prize may be forfeited, at Sponsor's sole and absolute discretion. The Winning Drive Prize winner is responsible for all taxes and expenses, including but not limited to: sales tax, luxury tax, destination charges, registration, title and license fees, acquisition fee, disposition fee, documentary fee, insurance, and all other costs incurred in claiming, registering or using the vehicle. The Winning Drive Prize Winner must present his/her valid U.S. driver's license and provide satisfactory proof of liability insurance prior to Winning Drive Prize delivery. Winning Drive Prize details and availability are subject to change. In the event the particular vehicle cannot be supplied for any reason, a similar vehicle of comparable value may be substituted at Sponsor's sole and absolute discretion. Winning Drive Prize is non-transferable, and no cash substitutions permitted, except at Sponsor's sole discretion.

General Winning Drive Prize Conditions: In no event will more than one (1) Winning Drive be awarded per Location. The right to receive the Winning Drive Prize is non-assignable, non-transferable and there is no Winning Drive Prize substitution, exchange or cash equivalent will be allowed. No substitutions, cash equivalents or transfers of the Winning Drive Prize permitted by the Winning Drive Prize Winner. Neither Sponsor, nor any of its subsidiaries or affiliates shall be responsible for any inability of the winner to accept or use any portion of the Winning Drive Prize for any reason. Federal, state and local taxes are solely the responsibility of the winner. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility.

5. **HOW TO CLAIM THE WINNING DRIVE PRIZE:** The potential Winning Drive Winner is subject to verification of eligibility, credit approval and compliance with these Official Rules. After the conclusion of the Drawing Period, the potential Winning Drive Prize Winner will be notified on Location. Winning Drive Prize Winner hereby consents to and understand that he/she will be subject CREDIT APPROVAL before the prize can be awarded. Sponsor and Land Rover Westside reserves the right to disqualify the potential Winning Drive Prize Winner based on the results of such credit approval.

If a potential winner is found to be ineligible or not in compliance with these Official Rules, if a potential winner declines to accept the Winning Drive Prize, if the potential winner is not on Location at the time of the Winning Drive Prize winner announcement, if a potential winner fails to complete and return all documents within the time period

specified, the Winning Drive Prize will be forfeited, and in the Sponsor's sole and absolute discretion, the forfeited prize may be awarded to an alternate winner.

THE WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE WINNING DRIVE PRIZE AND THE WINNING DRIVEPRIZE WINNER MUST SUBMIT HIS/HER SOCIAL SECURITY NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNING DRIVE PRIZE WINNER.

6. **LIMITATION OF LIABILITY:** By participating in this Contest, Contestants agree that the Contest Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for:
- i. lost, late, incomplete, stolen, misdirected, or damaged raffle tickets;
 - ii. any injury or damage, whether personal or property, to Contestants or to any person related to or resulting from participating in the Contest; and
 - iii. entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules.

Further, the Contest Entities are not responsible for any individual that fails to hear their name called at the Drawing Period. Contestants will not be contacted by phone or email if they fail to hear their names called.

By entering the Contest, each Contestant agrees: (i) to be bound by these Official Rules, including Entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the Contestant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection

with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Contestant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor, Sponsor reserves the right, at its sole and absolute discretion, to restart, abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winner in a manner it deems fair and reasonable, including the selection of winner from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its sole and absolute discretion, elects to alter this Contest as a result of a force majeure event, a notice will be posted on Sponsor's Website, www.harrybuffalo.com.

Without limiting the foregoing, everything regarding this Contest, including the Winning Drive Prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 7. DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF CUYAHOGA, OHIO. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN OHIO. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CUYAHOGA COUNTY, OHIO. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR**

INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

8. **NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the participation in this Contest, the awarding of the Winning Drive Prize, or anything in these Official Rules be construed as an offer or contract of employment with Sponsor and/or Administrator.
9. **PUBLICITY RIGHTS:** By participating in this Contest, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Contest for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
10. **GENERAL:** This Contest is subject to all federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Contest other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her prize. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Contest. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Contest

details contained in these Official Rules and the Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

SPONSOR: HARRY BUFFALO