**CLEVELAND MAGAZINE  November Giveaway Days!**

 **Official Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.  A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.**

1. **ELIGIBILITY.** The "Cleveland Magazine  November Giveaway Days! ("Sweepstakes") is sponsored by Great Lakes Publishing ("Sponsor"). The Sweepstakes is open only to entrants who, as of the entry date, are legal residents of the fifty (50) United States and the District of Columbia, and are at least eighteen (18) years old. The Sweepstakes is void in all other jurisdictions and where prohibited or restricted by law. Employees, agents, representatives, officers and directors of Sponsor, and its subsidiaries, affiliates, advertising and promotional agencies, and the immediate families (defined as spouses and biological, adoptive or step-parents, legal guardians, children, siblings, or grandparents, their respective spouses and any dependent under applicable income tax law) or members of the same household (those who share the same residence, whether related or not) of each are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the jurisdictions where the Sweepstakes is offered and entrants must be present in the United States or the District of Columbia at the time they enter.
2. **ENTRY PERIOD.** The Sweepstakes entry period begins at 12:00 a.m. Eastern Time  November 1, 2018 and ends at 11:59 p.m. Eastern Time on   November 30, 2018. Sponsor's server clock is the official timekeeper in this Sweepstakes.
3. **HOW TO ENTER**
	1. There are two (2) methods of entry in the Sweepstakes (online by filing out the form and by mail) as described below.

		1. **ONLINE METHOD OF ENTRY:** To enter by completing the online form, you must be invited by Sponsor by Cleveland Magazine (the "Invitation") during the Entry Period. The entrant must fill in all required registration information submit the entry no later than the date set forth in the entry instructions to be automatically entered into this Sweepstakes. You may participate with as many entries as you are invited to participate in except you may enter only ONCE per Invitation. Duplicate entries will be voided. Limit one prize per participant, household and/or family. ALL online entries must be made and submitted in accordance with the instructions set forth in the applicable Entry Invitation. Survey Invitations are non-transferable and not redeemable for cash. Participants who agree to participate, but are unable or do not wish to complete the survey, for any reason, may still enter this Sweepstakes by submitting an entry by mail as provided below.
		2. **MAIL-IN METHOD OF ENTRY (NO PURCHASE NECESSARY):** During the Entry Period, hand print or type your full name, complete home address, day and evening phone numbers, email address (if any), and age (including year of birth) on a 3" x 5" piece of paper and send it by United States mail in a sealed envelope no larger than 9 1/2" x 4 1/4" (a #10 envelope) with correct postage to "Cleveland Magazine  November Giveaway Days 1422 EUCLID AVENUE SUITE 730 CLEVELAND OHIO 44115 ." All mail-in entries must be received by Sponsor during the Entry Period. No facsimiles, photocopied or mechanically reproduced entries allowed. Use of any automated system to submit entries is prohibited and will result in disqualification.
	2. **FOR ALL ENTRIES:** There will be one entry pool for this Sweepstakes, consisting of the eligible entries via participation in online and mail-in entries. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of online entry submission or mail in entry submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Sponsor reserves the right to conduct a background check on any or all entrants, and Sponsor reserves the right in its sole discretion to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding a prize to any such individual might reflect negatively on Sponsor. Entrants (and each minor entrant's parent or legal guardian) will cooperate with Sponsor and its representatives in connection with any and all verification and background check activities.
	3. If there are any inconsistencies between these Official Rules, and the Invitation, these Official Rules will govern.
4. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Sweepstakes, each entrant (and each minor entrant's parent or legal guardian) irrevocably, fully and unconditionally agrees to be bound by and accepts these Official Rules, and any other documents, instruments, releases and agreements required under these Official Rules, and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of winners, and the awarding of the prizes), which are final and binding in all respects. By participating, each entrant waives any right to claim ambiguity in these Official Rules and or any other Sweepstakes-related advertising or materials.
5. **SELECTION; NOTIFICATION.**
	1. Subject to these Official Rules, Sponsor will award one (1) prize in the Sweepstakes. Sponsor will randomly select one (1) potential prize winners from the pool of eligible entries. Odds of winning a prize depends on the number of eligible entries received in the Sweepstakes.
	2. Each entrant selected as a potential winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by email. Sponsor is not responsible for a potential winner's failure or inability to receive any notice provided by Sponsor. The potential winner will be required to execute and return to Sponsor an Affidavit of Eligibility, a Liability Release, and a Publicity Release (except where prohibited by law) (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. If an entrant is a minor in his/her state of primary residence, the Affidavit/Release must also be executed by the entrant’s parent or legal guardian, on behalf of the minor and on behalf of the parent or legal guardian. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release or such potential winner may be disqualified. If the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner may be selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor for the Sweepstakes. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule. Sponsor is not responsible for the failure of a potential winner to receive Sponsor's notification or the required documents for any reason, or for the inability of such potential winner to return the required documents for any reason. In the event of a prize forfeiture, no compensation or other payments will be given.
6. **PRIZES.**
	1. Subject to these Official Rules, one prize will be awarded in the Sweepstakes. prize consists of and is limited to only the following: Throughout the month of November, we're giving away fantastic prizes from our partners, which will be announced each Friday beginning November 9! Check back here or sign up to get email announcements at ClevelandMagazine.com/newsletters.  Additional prize conditions limitations and restrictions may apply. Winner (or, if winner is a minor in his/her state of primary residence, then winner's parent or legal guardian) will be responsible for any additional costs and incidentals associated with the prize. Winners will be mailed their respective prize at the address entered on the entry form. If delivery is returned, prize will be forfeited and no additional compensation will be awarded in Sponsor's sole discretion, and prize may be awarded to an alternate winner in Sponsor's sole discretion. All other expenses and items not specifically mentioned in these Official Rules are not included and are each winner's sole responsibility. The approximate retail value ("ARV") of each prize in the Sweepstakes is approximately two hundred dollars ($200), and the ARV of all prizes in the Sweepstakes is approximately two hundred dollars ($200). The prize has a cash value of .00 cents.  The prize can be redeemed with tickets or voucher.
	2. Each prize winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use not expressly specified herein as part of the prize, including, without limitation, any required installation or requested product upgrades/options/extended warranties, insurance, service charges and other costs and expenses incurred by the prize winner in accepting and using the prize, and all federal, state and local taxes on the prize. Entrants waive the right to assert as a cost of winning a prize any and all costs of verification and redemption to redeem or use any prize in the Sweepstakes.
	3. Prizes are non-transferable and non-assignable, and are not refundable, and must be accepted as awarded.  Prizes must be accepted as awarded and are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor, or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Unused components of any prize shall be forfeited and have no redeemable cash value. No cash or other substitution may be made, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize (or component thereof, including cash) of equal or greater value if the prize is not available for any reason as determined by Sponsor in its sole discretion.
7. **PUBLICITY.** Except where prohibited by law, participation in the Sweepstakes constitutes each winner's consent for Sponsor and its designees to record and photograph each winner at any prize activity and to use winner's name, biography, likeness, voice, photograph, opinion, statement, hometown, state and any recording or film of winner for promotional purposes in any manner or media (including, without limitation, on the Internet), worldwide, in perpetuity, and without further notice, review, payment, consideration or consent.
8. **GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes.  In such event, Sponsor reserves the right in its sole discretion (but do not have any obligation) to award the applicable prize to a potential winner from among eligible, non-suspect entries received up to the time of the suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person 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 and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.
9. **RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries, affiliates, agents (including advertising and promotion agencies), Sweepstakes partners and prize suppliers, and all of the respective employees, officers, directors, shareholders and agents of the foregoing from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.
10. **LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website, wireless service, or other service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's website by a hypertext link.
11. **DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Cleveland, Ohio; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Ohio for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant (or each minor entrant's parent or legal guardian) be permitted to obtain awards for and entrant (and each minor entrant's parent or legal guardian) 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Ohio, United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.
12. **DATA COLLECTION.** Sponsor collects personal information from participants when they enter the Sweepstakes. Your personal information will be used for administration of the Sweepstakes and prize fulfillment.
13. **OFFICIAL RULES.** These Official Rules are available at ClevelandMagazine.com/win or by sending a self-addressed postage-stamped envelope to "Cleveland Magazine November Giveaway Days— Rules Request," Great Lakes Publishing 1422 Euclid Avenue Suite 730 Cleveland Ohio 44115.
14. **WINNERS' LIST.** Beginning on or about  December 1, 2018, you can request a winners' list by sending a self-addressed, stamped envelope to "Survey Participation Sweepstakes —"Cleveland Magazine November Giveaway Days Sweepstakes" — Winners Request," Great Lakes Publishing 1422 Euclid Avenue Suite 730 Cleveland Ohio 44115.  Requests received after TWO WEEKS AFTER SURVEY IS OVER will not be honored.
15. **SPONSOR.** The Sponsor of the Sweepstakes and the addresses at which the Sponsor may be contacted is: Great Lakes Publishing 1422 Euclid Avenue Suite 730 Cleveland Ohio 44115.