**Meet X in NYC SWEEPSTAKES**

**OFFICIAL RULES**

**If you participate via mobile device, message and data rates may apply.**

**1. ELIGIBILITY:**

**A. NO PURCHASE IS NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Meet X in NYC Giveaway Sweepstakes (the “Sweepstakes”), sponsored by Schiff Insurance and The Cincinnati Insurance Companies is open to legal residents of the 50 United States and the District of Columbia, age twenty-five (25) years or older at the time of entry, except employees, their spouses and immediate families (parent, child, sibling, and any of their respective spouses) and household members (whether or not related) of Schiff Insurance and The Cincinnati Insurance Companies (“Sponsor”), Xavier University Department of Athletics (“University”), and each of their respective parent, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, cable affiliates, advertising and promotion agencies and affiliated entities (collectively, including Sponsor, the “Sweepstakes Entities”). By participating, entrant agrees to abide by these Official Rules By entering, you understand that you are providing your information to Sponsor. These Official Rules and the decisions of the Sponsor are final and binding in all respects.

B. The Sweepstakes is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. By entering the Sweepstakes, entrants agree to accept and be bound by all terms of these official rules (“Official Rules”) and by the decisions of Sponsor, which are final and binding in all respects. Void where prohibited by law.

**2. HOW TO ENTER:**

A. From Friday, November 10, 2023, 5:30 P.M. Eastern Time (ET) through Monday, February 26, 2024, 12:00 A.M. ET (the “Entry Period”), Sponsor and Administrator will conduct a Sweepstakes encouraging participants to enter for a chance to win a prize. There are multiple opportunities to enter the Sweepstakes:

Entrant must fill out the Meet X in NYC Form through designated social media campaign or the QR code at designated Xavier Alumni Events. Alternatively, Entrant must visit the website located at <https://www.xavier.edu/alumni/events/official_giveaway_terms_and_rules> and follow the instructions to complete and submit the online form, including entrant’s name, address, telephone number, email address, and any other information requested on the form. By entering, you understand that you are providing your information to Sponsor, you agree to be notified using the contact information provided as part of entry by Sponsor for the purposes of the administration of this Promotion and you consent to receive commercial messages from the Sponsors. Entrant will receive one (1) entry for each qualified registration. To be eligible, each Sweepstakes entry must be received no later than Monday, February 26, 2024, 12:00 A.M. ET. LIMIT ONE (1) VALID ENTRY PER PERSON PER CALENDAR DAY.

B. Entries generated by script, macro or other automated means will be void. The Sweepstakes Entities are not responsible for misdirected, incomplete, lost, late, illegible, undelivered, inaccurate or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems that may limit or affect a person’s ability to participate in the Sweepstakes, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond the Sponsor’s control, that corrupt the integrity, administration, security or proper operation of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify entrants and/or modify, cancel or suspend the Sweepstakes. In the event of cancellation, Sponsor reserves the right to award prizes from among all eligible, non-suspect entries received prior to the event requiring such cancellation. False or deceptive entries or acts will render the entrant ineligible. All entries become the property of the Sponsor and will not be acknowledged or returned. ANY ATTEMPT DELIBERATELY TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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. Sponsor may prohibit an entrant from participating in the Promotion if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor or its agents, or if entrant has or has attempted to submit malicious code, .exe files, or any file that contains malicious code.

**3. HOW TO WIN:**

A. On or around Monday, February 26, 2024, one (1) potential winner (when verified by Sponsor and Administrator as set forth below, the “Winner”) will be selected in a random drawing from all eligible entries received during the Entry Period.

Each potential Winner will be notified by Sponsor or Administrator via email and/or telephone and must meet all eligibility requirements, including timely replying to the notification and execution and return of all necessary releases and documents (if any) required by Sponsor and/or Administrator. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules. Odds of winning depend on the number of eligible entries received.

B. If there is a dispute as to the identity of a Winner, the winning entry will be declared to have been made by the authorized email account holder at time of entry. Such potential Winner will be disqualified, the prize will be forfeited and an alternate potential Winner will be selected by alternate random drawing from among all remaining eligible entries and an alternate Winner may be selected at Sponsor’s sole and absolute discretion if: (i) any prize notification is returned as undeliverable; (ii) a potential Winner declines his or her prize; (iii) a potential Winner fails to comply with any of the Official Rules; or (iv) a potential Winner does not respond to notification or accept the prize within forty-eight (48) hours.

C. The decisions of Sponsor and Administrator in all matters regarding this Sweepstakes are final and binding.

**4. PRIZE:**

A. One (1) Winner will Receive:

(i) All expenses paid trip to the BIG EAST Tournament March 13–17, 2024. Airfare and hotel room included.

(ii) Giveaway details:

• $3000 estimated value

• Two 2024 BIG EAST Basketball Tournament All Game package tickets

• Airfare and hotel stay for two (four (4) night stay)

• Once the winner is determined, we will need the winner and their guest’s name as it appears on their ID, their date of birth, and cell phone number.

Terms & conditions:

• Tax & room paid in advance

• Schiff Insurance and The Cincinnati Insurance Companies has the right to book based on airline inventory

• Schiff Insurance and The Cincinnati Insurance Companies is not responsible for any damages to the hotel room

• A credit card must be provided in advance for hotel incidentals and or damage that may occur to room

• Winner must be 25 years of age

B. LOCAL TRAVEL, MEALS, AND ANY ADDITIONAL LODGING ARE NOT INCLUDED AS PART OF THE PRIZE. Any and all costs, fees (including, but not limited to, luggage fees and transportation between winner’s home and departure airport), and expenses not expressly stated in the prize description are the sole responsibility of the prize winner. Any difference between the approximate retail value and the actual value will not be awarded and any difference will not be refunded. Prize winner and guest(s) are solely responsible for having any required travel-related documents (including valid government-issued photo ID and/or any required passport or visa) prior to departure as well as fulfilling any/all travel and security requirements (including but not limited to any shots or other health requirements necessary to visit certain destinations) and must have no impediment to entering any destination, game or event. Restrictions and/or blackout dates may apply.

Sponsor, in their sole discretion, reserves the right to provide ground transportation in lieu of air transportation if the winner resides within one hundred (100) miles of the Host City (and no additional compensation or substitution will be awarded for difference in prize value). Trip must be taken on dates specified by Sponsor or prize will be forfeited. If any designated game or any other prize-related activity(s) is canceled or postponed for any reason, the travel portion of the prize may be awarded less applicable canceled or postponed prize-related activity(s) at Sponsor's sole discretion. Travel and hotel accommodation restrictions apply. Travel arrangements must be made through Sponsor's agent and on a carrier of Sponsor's choice. Winner and their guest(s) must travel together on the same itinerary. Winner may take a minor guest if they are the parent or legal guardian of such child or legal ward.

Use of any game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Game/event/exhibition dates and times are determined in the sole discretion of the Big East and/or Madison Square Garden and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game/event/exhibition is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Winner and their guest(s) agree to comply with all applicable venue regulations in connection with the prize.

ALL PRIZES ARE AWARDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

C. THE TOTAL ARV OF THE PRIZE IS: THREE THOUSAND DOLLARS ($3000 US)

D. No substitution or transfer of prizes or cash redemption is permitted. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, in its sole discretion. There will be no substitutions if the Winner is unable for any reason to use or accept the prize. If any portion of the prize is canceled or postponed for any reason, no prize will be provided in lieu thereof, nor will Sponsor award an alternate prize or cash value or any part of the prize. Prizes may be subject to certain terms and conditions as specified by issuer.

ED. Winner is responsible for the reporting and payment of all federal, state and local taxes (if any) and any other costs and expenses associated with prize acceptance and use not specified in these Official Rules and/or in the applicable entry instructions as being provided. Prize will be fulfilled within a reasonable time of Sponsor’s or Administrator’s verification of Winner. All prize details and additional terms, conditions, or eligibility requirements are in Sponsor’s and/or Administrator’s discretion.

**5. GENERAL:** By entering this Sweepstakes, entrant grants Sweepstakes Entities and their designees the right, unless prohibited by law, to use their names, user names, entries, cities and states of residences, voices, avatars, pictures and likenesses, without compensation, notification or approval, for the purpose of advertising and publicizing the goods and services of the Sweepstakes Entities and all matters related to the Sweepstakes, in any manner or medium, now or hereafter known, throughout the world in perpetuity. THE SWEEPSTAKES ENTITIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY AND ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS AND/OR LIABILITIES FOR INJURY/DEATH, DAMAGE OR LOSS TO ANY PERSON OR PROPERTY RELATING TO OR ARISING IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES (REGARDLESS OF THE CAUSE OF SUCH INJURY OR LOSS), THE DELIVERY AND/OR SUBSEQUENT USE OR MISUSE OF THE PRIZE AWARDED AND/OR PRINTING, DISTRIBUTION OR PRODUCTION ERRORS. WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED “AS IS” AND THAT SPONSOR HAS NOT MADE, AND IS NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, RELATIVE TO ANY PRIZE, INCLUDING, BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

**6. DISPUTES:**

A. Except where prohibited, entrants agree that: (i) any and all disputes, claims and causes

of action arising out of or connected with the Sweepstakes or any prize awarded will be resolved individually, without resort to any form of class action and exclusively by the appropriate court located in Butler County, State of Ohio; (ii) any and all claims, judgments, and awards to entrants will be limited to actual out of pocket costs incurred, including costs associated with participating in this Sweepstakes, but in no event attorneys’ fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages other than for actual out of pocket expense and any and all rights to have damages multiplies or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or entrants’ and/or Sponsor’s rights and obligations in connection with the Sweepstakes are 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.

B. If there is any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in sweepstakes materials (including, but not limited to, point of sale, television, radio, and print advertising, promotional packaging, and other promotion media), the details of the Sweepstakes as set forth in these Official Rules prevail.

**7.** In the event Sponsor is prevented from continuing with this Promotion, or the integrity and/or feasibility of the Promotion is undermined by any event including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment/technical 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, or by other cause not reasonably within Sponsor’s control (each a “Force Majeure” event), Sponsor shall have the right, in its discretion, to abbreviate, modify, suspend, cancel, or terminate the Promotion without further obligation. If Sponsor, in its sole discretion, elects to abbreviate the Promotion as a result of a Force Majeure event, Sponsor reserves the right, but shall have no obligation, to award the prizes from among all valid and eligible entries received up to the time of such Force Majeure event. All entries are the property of Sponsor and will not be returned.

**8. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be used by Sponsor, University, Administrator, and their affiliates, agents and marketers in accordance with: Sponsor’s privacy policy, located at <https://www.cinfin.com/privacy-policy> and with University’s privacy policy, located at <https://online.xavier.edu/privacy-policy/#:~:text=The%20University%20will%20not%20sell,than%20necessary%20for%20normal%20operations>.

**9. OFFICIAL RULES OR WINNERS LIST:** For a copy of the Official Rules or Winner List (available on or about Monday, February 26, 2024) send a self-addressed, stamped envelope (residents of VT need not include return postage on rules requests) to the following address no later than Wednesday, February 28, 2024 (Winners): Meet X in NYC, Xavier University General Counsel, 3800 Victory Parkway, Cincinnati, OH 45207.

**10. SPONSOR/ADMINISTRATOR:** Sponsor: Schiff Insurance and The Cincinnati Insurance Companies 15 W Central Pkwy, Cincinnati, OH 45202 Administrator: Xavier University General Counsel, 3800 Victory Parkway, Cincinnati, OH 45207. Shannon Cassidy-Cox [cassidycoxs@xavier.edu.](mailto:cassidycoxs@xavier.edu)

**11. SHORT RULES:** NO PURCHASE NECESSARY to enter the Meet X in NYC Sweepstakes. Open to legal residents of the United States, age 25+. Subject to Official Rules. Void where prohibited. Starts 5:30 P.M. ET November 10, 2023; ends 12:00 A.M. ET February 26, 2024. For Official Rules and entry info, visit <https://www.xavier.edu/alumni/events/official_giveaway_terms_and_rules>. Sponsor: Schiff Insurance and The Cincinnati Insurance Companies.