



**OFFICIAL RULES FOR “CAVALIERS MEET PALOMA KENT” SWEEPSTAKES. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

1. **ELIGIBILITY:** In order to be eligible to participate in the “CAVALIERS MEET PALOMA KENT” (“Sweepstakes”), each entrant must be 18 years of age or older as of the start date, and a legal resident of the United States. Proof of eligibility will be required. Employees of Sponsor, KENT ST SM, LLC, and their respective parent companies, affiliates, subsidiaries, agents, advertising and promotions agencies, crew members, and any other individual or company involved in the development or execution of the Sweepstakes and their immediate families (parents, siblings, children and their respective spouses) and same households of each, whether or not related are not eligible to enter or win. New applicants or residents who have already renewed their leases at the Property prior to the Sweepstakes Period are eligible for entry. Void where prohibited. This Sweepstakes is subject to all applicable federal, state and local laws and regulations.
2. **SWEEPSTAKES PERIOD:** The Sweepstakes begins at 9:00 a.m. Eastern Standard Time (EST) on March 8, 2023 and ends at 9:00 a.m. EST on March 26, 2023 (the “Sweepstakes Period”).
3. **HOW TO ENTER:** Entrants can enter the Sweepstakes by completing one of the two (2) Entry Methods, as herein after defined, during the Sweepstakes Period. Participation in any of the Entry Methods outside of the Sweepstakes Period is not valid for entry. To enter, Entrants can (1) sign a new or renewal Lease Contract for a full term of residence at Paloma Kent, located in Kent, OH (“Property”) which is only valid with all approved paperwork and payments required under the standard applicant screening process, to earn 5 entries; (2) take a tour of the Property to earn 1 entry. All entries become the property of Everest Campus Mid-America, LLC (“Sponsor”) and none will be returned. Sponsors are not responsible for any typographical, printing, or other errors, or for entries that are late, lost, incomplete, misdirected, stolen, undeliverable, delayed, damaged, and/or illegible or any combination thereof. Should a dispute arise regarding the identity of the entrant, the person whose name is provided at the time of entry will be considered the entrant. All entries must be received by 9:00 a.m. EST on March 26, 2023 to be valid for a drawing.
5. **PRIZE:** One (1) prize will be awarded, one (1) winner will receive four (4) General Admission “Cleveland Cavaliers Basketball Game Tickets” for the basketball game between the Cleveland Cavaliers and the Charlotte Hornets located at Rocket Mortgage Fieldhouse in Cleveland, OH at 1:00 pm on April 9, 2023 with a maximum value of \$705 (“Prize”). The Prize is nontransferable. No cash redemptions or other prize substitutions allowed for all or any part of any Prize. Prizes may be issues in the form of a gift card or other type of credit voucher at solely Sponsor’s discretion, with store or brand of issuance varying by location of the Property where the winning entry was submitted. Winner must sign an Affidavit of Eligibility and Release of Liability prior to delivery of Prize. All taxes, fees and costs related to Prize acceptance and/or use, including but not limited to all applicable taxes, application fees, moving expenses, other fees related to residence at any of the Properties (such as parking



fees, pet rent, and utility expenses) and other charges are the Winner's exclusive responsibility. All other costs not specifically stated herein are the responsibility of the Winner. Odds of winning a Prize depend upon the total number of eligible entries received.

6. **SELECTION OF WINNER:** One (1) prize winner will be selected in a random drawing as listed below (each a "Winner"). Winner will be notified via any of the contact methods provided on Winner's entry form, including phone and social media platforms. If Winner does not respond to contact attempts by 5:00 p.m. EST on March 31, 2023 a new Winner may be randomly selected. ENTRANTS NEED NOT BE PRESENT TO WIN.

Drawing:

1. "Cleveland Cavaliers Basketball Game Tickets" Prize – at 12:00 p.m. (noon) EST on March 27, 2023 the Property will select one (1) winner at random by entering all entry names submitted at the Property during the Sweepstakes period into an online random drawing application.
7. **TERMS AND CONDITIONS OF AWARDING PRIZE:** If Winner does not meet any of the eligibility requirements given herein, then a new Winner will be selected in another random drawing. Potential winner must comply fully with these Official Rules and all terms and conditions contained within in order to receive Prize. Failure to comply with anything herein can result in forfeiture of some or all of the Prize. **Prize will be awarded on March 27, 2023.**
8. **OTHER TERMS AND CONDITIONS:** By entering the Sweepstakes, entrant affirms that they have read, understand and accepted these Official Rules. Any information collected by entering the Sweepstakes shall be used only in a manner consistent with these Official Rules. The Sponsor reserves the right to cancel or modify the Sweepstake if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award any prize via a random drawing from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor is not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials
9. **RELEASES:** By participating in this promotion, all entrants agree that Everest Campus Mid-America, LLC, KENT ST SM, LLC, and each of their respective parent companies, managers, affiliates, insurers and subsidiaries, and the officers, directors, agents, employees and representatives of each of the foregoing (collectively, "Released Parties"): (a) shall have no liability for damages or injuries of any kind arising from or in connection with any entrant's participation in the Sweepstakes, acceptance, possession, use or misuse of the Prize if awarded to them, or participation in prize-related activities; (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, special, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. BY ACCEPTING THE PRIZE, WINNER



ACCEPTS ANY AND ALL RISK ASSOCIATED WITH ACCEPTANCE OF THE PRIZE, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY, DAMAGES, AND/OR DEATH TO WINNER OR THIRD PARTIES FROM USE OR MISUSE OF THE PRIZE IN ANY WAY. By accepting the Prize, the winner will further acknowledge that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to such Prize including, but not limited to, its quality, condition or fitness for a particular purpose. Sponsor is not responsible if Sweepstakes cannot take place or if the Prize or any part of the Prize cannot be awarded due to force majeure, including, but not limited to, acts of war, natural disasters, weather or acts of terrorism that may result in the delay, rescheduling, or cancellation of the Prize. In such cases no substitute Prize will be awarded. Except where prohibited by law, the winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

10. **DISPUTES:** By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Ohio, without giving effect to any choice of law or conflict of law rules. Except where prohibited, by participating in the Sweepstakes entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved exclusively by final and binding arbitration under the rules of the American Arbitration Association in an arbitration to be held at the AAA regional office nearest the Sponsor where the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; (b) a judgment upon any such arbitration award may be entered in any court having jurisdiction; (c) to the degree any dispute, claim or cause of action arising out of or connected with this Sweepstakes or any prize awarded is not subject to arbitration, then it shall be adjudicated exclusively by the appropriate Federal or state courts located in the county and state where the Property that entrant submitted its entry is located; (d) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action; (e) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (f) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses.



**Sponsor:**

Everest Campus Mid-America, LLC  
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