

Browns Fan Cruise 2024
Browns Backers Booking Competition

Official Rules

BY SUBMITTING AN ENTRY, BOTH BROWNS BACKERS CHAPTERS AND BROWNS BACKERS MEMBERS AGREE TO BE BOUND BY THE TERMS OF THESE OFFICIAL RULES, AS WELL AS THE DECISIONS OF SPONSOR, SEASIDE EVENTS, WHICH SHALL BE FINAL IN ALL RESPECTS.

- 1. Eligibility:** The Seaside Events Browns Backers Booking Competition (the “Backers Booking Competition”) is open to all Browns Backers Chapters and all Browns Backers Chapter Members who are eighteen (18) years of age or older as of the date of entry. Entrants are required to provide truthful information, and we will reject and delete any Entry that we discover to be false or fraudulent. Seaside Events, Inc (“Sponsor”) is a corporation registered in the State of Florida operating from Royal Palm Beach, FL. “Released Parties” as used herein shall mean Sponsor, Seaside Events Corp., Cleveland Browns Football Company LLC, the National Football League, its member professional football clubs, and each of the foregoing’s respective parents, affiliates, subsidiaries and advertising and promotion agencies and each of their respective agents, representatives, and employees. All applicable federal, state, and local laws apply. Void where prohibited.
- 2. Promotion Period:** The “Promotion Period” starts at **12:01:00 am ET on 7/15/2023** and ends at **11:59:59 pm ET on 11/26/2023** (the “End Time”).
- 3. How to Enter:** Each Browns Backers Member’s cruise booking for the Browns Fan Cruise 2024 event taking place on March 11-16, 2024, will automatically count as one entry towards the member’s designated Browns Backers Chapter’s total bookings (maximum of 1 Entry per completed Booking irrespective of number of Fans in the booking). Browns Backers will be requested to provide Chapter membership at the time of completing their cruise bookings in order to create an entry under their Chapter’s name. For each Browns Backers Chapter to receive credit for each Entry to the Backers Booking Competition (an “Entry”) during the Promotion Period, Chapter members must process their cruise bookings in the following website: <https://brownsfancruise.com/book/> (the “Website”) and follow the instructions to complete their cruise booking successfully. All Entries must be fully completed, and all required booking data must be submitted in the online booking form to be eligible. Each Entry must also be received during the Promotion Period to be eligible. In the event of a dispute as to the chapter membership of an entrant, entry will be awarded to the Browns Backers Chapter to which the booking’s payer belongs to or has entered in the booking form. Released Parties are not responsible for late, lost, stolen, incomplete, illegible, inaccurate, misdirected, undelivered, damaged, or destroyed Entries, and such entries may not be considered by Sponsor or Released Parties. Released Parties are not responsible for failures, problems or errors relating to the Backers Booking Competition. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with the Backers Booking Competition. Persons who tamper with or abuse any aspect of the Backers Booking Competition or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. **By submitting an Entry, Entrant agrees to (i) the terms of these Official Rules, (ii) the decisions of the Sponsor, which will be final and binding in all disputes and in all matters relating to the Backers Booking Competition,**
- 4. Winner Selection:** For each prize listed below, Sponsor will contact the potential winner(s) via phone or e-mail within 30 days following the Promotion Period. Potential winner(s) will have seven (7) days to claim the prize. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive account(s), or technical difficulties. Potential Browns Backers Chapter winners may be required to review all credited Entries to validate the Entries are indeed correspond to Chapter members as a condition to receiving any prize. Noncompliance with these Official Rules may result in disqualification, and, at the Sponsor’s sole discretion, an alternate winner being selected.

5. Prizes for Browns Backers Chapters

- I. The Browns Backers Chapter that scores the most Entries during the Promotion Period will be rewarded with an all-expenses-paid Balcony Cabin for two on the Browns Fan Cruise onboard Royal Caribbean's Independence of the Seas sailing March 11 – 16, 2024 from and to the Port of Miami, Florida. The standard cruise package includes a five (5) night accommodation, unlimited meals in casual/elegant dining; two (2) deluxe beverage/bar package (bar package is only awarded if the winner and guest are over the age of 21 before the ship sets sale on 4/11/2024), ship-wide Wi-Fi, one (1) device per person; access to all activities related to the Browns Fan cruise experience; two (2) event shirts; two (2) welcome gifts. Airfare and travel expenses to and from the cruise ship departure location (Miami, Florida) are not included. (Total ARV = \$5,200).
- II. The Browns Backers Chapter that scores the highest Members-to-Entries ratio during the Promotion Period will be rewarded with an all-expenses-paid Oceanview Cabin for two on the Browns Fan Cruise onboard Royal Caribbean's Independence of the Seas sailing March 11 – 16, 2024 from and to the Port of Miami, Florida. The standard cruise package includes a five (5) night accommodation, unlimited meals in casual/elegant dining; two (2) deluxe beverage/bar package (bar package is only awarded if the winner and guest are over the age of 21 before the ship sets sale on 4/11/2024), ship-wide Wi-Fi, one (1) device per person; access to all activities related to the Browns Fan cruise experience; two (2) event shirts; two (2) welcome gifts. Airfare and travel expenses to and from the cruise ship departure location (Miami, Florida) is not included. (Total ARV = \$4,400).

The above Chapter Prizes may be donated, raffled, transferred at no cost to the winning Chapter or otherwise designated to a Chapter member at the discretion of the Browns Backes Chapter President, but may not be sold, substituted for cash value, or transferred to any third party except as explicitly provided for in these Official Rules.

6. Prizes for Browns Backers Members

- I. All Browns Backers who are members of either one of the two winning Chapters (as per above), and who are booked in a cruise cabin entered as an official Entry for their Chapter in the Backers Booking Competition, will receive one (1) "Specialty Dining" Pass for 2 during the Browns Fan Cruise (One Specialty Dining Pass per Cabin only).
- II. All Browns Backers who are members of either one of the two winning Chapters (as per above), and who are booked in a cruise cabin entered as an official Entry for their Chapter in the Backers Booking Competition, will receive one (1) Commemorative Browns Fan Cruise Alumni Autographed Football.

The above Prize details will be available on <https://brownsfancruise.com/browns-backers-cruise-promotion/> during the Promotion Period. All costs and expenses associated with the acceptance and use of a prize not specified herein as being awarded, including, but not limited to, travel expenses associated with redemption of a prize, are winner's sole responsibility, and winners shall indemnify and hold the Released Parties harmless in all respects related thereto. All prize details are at Sponsor's sole discretion and are subject to change. Prizes may not be sold, substituted for cash value, or transferred to any third party except as explicitly provided for in these Official Rules.

7. Miscellaneous:

- No transfer, assignment, cash redemption, or substitution of a prize (or any portion thereof) is permitted except by Sponsor which reserves the right to substitute a prize (or applicable portion thereof) with one of comparable or greater value, in its sole discretion if the prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated value of the prize represents

Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the estimated value, the difference will not be awarded in cash.

- Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Sponsor will not replace any lost or stolen prize items.
- By participating in the Backers Booking Competition, as permitted by applicable law, Entrant (the "Indemnifying Party") shall indemnify the Released Parties from and against any and all losses, costs, damages, injuries, awards, judgments and liabilities, including but not limited to legal and professional fees, costs, and expenses ("Losses"), incurred by any such Released Party as a result of any claim, suit, proceeding or cause of action asserted against the Released Party by a third party ("Claim") and shall defend the Released Party against any such Claims arising from: i) any copyright, patent and/or trademark infringement, unlawful disclosure or use or misappropriation of a trade secret or other intellectual property right owing to the Released Party's use of the Entry and any corresponding Content submitted by such Indemnifying Party; or ii) any material breach of these Official Rules by the Indemnifying Party. Furthermore, Entrants release Sponsor from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Backers Booking Competition.
- By accepting a prize, subject to applicable law, prize recipient (a) agrees that neither the Sponsor will have any liability whatsoever for, and shall be held harmless by winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Backers Booking Competition; from acceptance, possession, misuse or use of prize and (b) grants (and agrees to confirm grant in writing promptly upon request) to Released Parties and those acting under Sponsor's authority, the right to the use of the Content (if applicable) and his/her name, photograph, likeness, voice, image, statements and biographical information, at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation, unless prohibited by law.
- Each prize recipient further agrees to promptly verify in writing this aforementioned grant of rights upon request. Entrant represents and warrants to Sponsor that Entrant has all the eligibility, rights, and authority as required to enter into the Backers Booking Competition, and to grant the rights granted herein; ii) the Competition does not infringe the rights of any third-party person or entity; and iii) no consent of any third-party person or entity is required for submission or release of the Content. Sponsor shall not be liable in the event that any portion of the Backers Booking Competition or prize is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Subject to applicable law, Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Backers Booking Competition (or any portion thereof) for any reason, including should virus, worms, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play or submission of entries of the Backers Booking Competition and, in the case of termination, at its discretion, select the winner for the drawing(s) at issue from all eligible entries received for the drawing(s) at issue prior to the event that required such termination. The successors, heirs, and assigns of entrants and potential winners are subject to the terms of these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE APP, WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS BACKERS BOOKING COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.