

## OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

## ELIGIBILITY

The Contest is open to participants in the YMCA Summer Fun Challenge, who are at least eighteen (18) years of age at the time of play. Sponsor, and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and Giveaway agencies, and each of their respective officers, directors, and employees are ineligible to enter the Giveaway or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" includes people who share the same residence at least three months per year. "Immediate Family Members" includes parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

## SPONSOR

Giveaway sponsored by YMCA of Greater Erie, 31 West 10th Street, Erie, PA 16501.

## AGREEMENT TO OFFICIAL RULES

Participation in the Giveaway constitutes entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning the prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

## ENTRY PERIOD

YMCA Summer Fun Challenge begins on June 15, 2026 at 12:00 AM EST and ends on August 16, 2026 (the "Entry Period"). Complete at least thirty six (36) activities to be eligible for Prizes. Submit your Summer Fun Challenge List to the YMCA of Greater Erie by August 16<sup>th</sup>, 2026 at close of business. All entries must be received by this date.

## HOW TO ENTER

Stop by the Front Desk at any YMCA of Greater Erie locations to register. All entries become the property of Sponsor and will not be acknowledged or returned. There is a limit of (1) entry per eligible person during the Entry Period.

## PRIZES

The YMCA of Greater Erie will award the following local prizes:

- One (1) Blackstone Grill

- One (1) Smokeless Firepit
- Two (2) Adirondack Chairs
- One (1) Igloo Cooler

These prizes will be awarded to eligible participants who submit a completed Summer Fun Challenge List to the YMCA of Greater Erie by August 16<sup>th</sup>, 2026. Prize winners will be selected in a random drawing from eligible entries. Limit one (1) prize per person

#### ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES. SELECTION OF WINNER

Prize winners will be selected by the YMCA of Greater Erie in a drawing from eligible entries. Winners will be drawn on or about August 19<sup>th</sup>, 2026. Odds of winning depend on the number of entries received locally.

Prizes will be distributed by the YMCA of Greater Erie. Winners will be contacted by August 22, 2026. Prizes must be picked up in person by the winner at a YMCA of Greater Erie location within 14 days of notification, unless other arrangements are made.

#### REDEMPTION OF PRIZES

Prize is guaranteed to be awarded. Prize is not redeemable for cash. Sponsor reserves the right to award a substitute prize of equal or greater value if a prize is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated retail value of the prize represents Sponsor's good faith determination, which is legal and binding and cannot be appealed. If the actual value of the prize turns out to be less than stated estimates, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety, or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace lost or stolen prize items.

#### GENERAL CONDITION

In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Giveaway is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Giveaway and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The 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 Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## RELEASE AND LIMITATIONS OF LIABILITY

BY PARTICIPATING IN THE GIVEAWAY, ENTRANTS CONSENT, NOW AND FOR ALL TIME TO THE MAKING, REPRODUCTION, EDITING, BROADCASTING or REBROADCASTING OF THEIR NAME, VIDEO FILM OR FOOTAGE OF THEMSELVES, SOUNDTRACK RECORDINGS OF THEMSELVES, PHOTO REPRODUCTIONS OF THEMSELVES AND ANY NARRATIVE ACCOUNT OF THEIR EXPERIENCE.

BY PARTICIPATING IN THE GIVEAWAY, ENTRANTS CONSENT INCLUDES A PERPETUAL LICENSE TO THE Y AND COLLABORATING THIRD PARTIES FOR THE USE OF THE MATERIALS FOR PUBLICATION, DISPLAY, SALE OR EXHIBITION IN PROMOTIONS, ADVERTISING, EDUCATION AND COMMERCIAL USES. USE INCLUDES REPRODUCTIONS IN ANY FORM AND MEDIA CURRENTLY EXISTING OR LATER CONCEIVED, ADAPTATIONS AND/OR REVISIONS, THROUGHOUT THE WORLD IN PERPETUITY.

BY PARTICIPATING IN THE GIVEAWAY, ENTRANTS AGREE THAT THEIR CONSENT IS IRREVOCABLE. PARTICIPANTS AGREE TO RELEASE AND DISCHARGE THE Y AND COLLABORATING THIRD PARTIES FROM ALL CLAIMS, ACTIONS, LAWSUITS, OR DEMANDS OF ANY KIND ARISING OUT OF MY CONSENT, LICENSE GRANTS, USES OR SHARED USES OF ANY WORKS OR MATERIALS REFERENCED HEREIN. PARTICIPANTS AGREE THAT THEY WILL NOT BE GIVEN NOTICE OR REIMBURSED FOR THEIR LIKENESS.

BY PARTICIPATING IN THE GIVEAWAY, ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS THE SPONSOR, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND GIVEAWAY AGENCIES, OTHER COMPANIES ASSOCIATED WITH THE GIVEAWAY, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS (THE RELEASED PARTIES) FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE GIVEAWAY OR RECEIPT OR USE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERETO), INCLUDING, BUT NOT LIMITED TO: (A) ANY TECHNICAL ERRORS ASSOCIATED WITH THE GIVEAWAY, INCLUDING LOST, INTERRUPTED OR UNAVAILABLE INTERNET SERVICE PROVIDER (ISP), NETWORK, SERVER, WIRELESS SERVICE PROVIDER, OR OTHER CONNECTIONS, AVAILABILITY OR ACCESSIBILITY OR MISCOMMUNICATIONS OR FAILED COMPUTER, SATELLITE,

TELEPHONE, CELLULAR TOWER OR CABLE TRANSMISSIONS, LINES, OR TECHNICAL FAILURE OR JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED TRANSMISSIONS OR COMPUTERHARDWARE OR SOFTWARE MALFUNCTIONS, FAILURES OR DIFFICULTIES; (B) UNAUTHORIZEDHUMAN INTERVENTION IN THE GIVEAWAY; (C) MECHANICAL, NETWORK, ELECTRONIC, COMPUTER, HUMAN, PRINTING OR TYPOGRAPHICAL

IN ANY CAUSE OF ACTION, THE RELEASED PARTIES LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE GIVEAWAY, AND IN NO EVENT SHALL THE ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES. RELEASED PARTIES ARE ALSO NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY SITE USERS, TAMPERING, HACKING, OR BY ANY EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE GIVEAWAY. ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES.

#### LOCAL PRIVACY AND PUBLICITY

By entering, participants who enter at the YMCA of Greater Erie agree that their name and photo may be used by the YMCA of Greater Erie for promotional purposes, unless prohibited by law or the participant opts out by written request.

#### DISPUTES

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in PA. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of PA without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than PA.

#### PRIVACY

Information collected from entrants is subject to sponsor's Privacy Policy.

#### WINNERS/RULES REQUESTS

For a list of the names of the winners of prizes valued at more than \$25.00 available after the Giveaway Period has ended, send a self-addressed stamped envelope, to be received by 8/31/26 to: YMCA of Greater Erie, 31 West 10<sup>th</sup> Street Erie, PA 16501.

### THESE OFFICIAL RULES MAY CHANGE

We reserve the right to update or modify these Official Rules at any time, without prior notice, by posting the revised version of these Official Rules behind the link marked “Official Rules” at our website located at the following URL [www.ymcaerie.org](http://www.ymcaerie.org). These changes will be effective as of the date we post the revised version on this Site. Your continued participation in this Giveaway after we have posted the revised Official Rules constitutes your agreement to be bound by the revised Official Rules.

### ENTIRE AGREEMENT

These Official Rules (together with our Privacy Policy and any click-through agreements applicable to you) contain the entire understanding and agreement between you and Sponsor with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and Sponsor with respect to this Site and your participation in this Giveaway.