

LOUISVILLE RALLY'S SPIN TO WIN SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION: Louisville Rally's Spin to Win Sweepstakes (the "**Promotion**") begins on or about February 7, 2020 at 12:01 a.m. Eastern Time ("**ET**") and ends on March 30, 2020 at 11:59 p.m. ET (the "**Promotion Period**"). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Radcliff Company Inc., 6011 Brownsboro Park Blvd, Suite F, Louisville, KY 40207 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Only legal United States residents who are eighteen (18) years of age or older are eligible to participate. Employees, officers and directors of **Sponsor**, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion or win a prize are not eligible to participate. Promotion is void where prohibited by law.

HOW IT WORKS: During the Promotion Period, eligible entrants will have the opportunity to receive a prize/offer in this Promotion. Eligible entrants must complete a registration form including name, email address, and acceptance of official rules and age requirements in order to be eligible for a prize/offer in this Promotion. After completion, instructions to play a virtual game will be presented. At the conclusion of the virtual game for the prize/offer, you will be informed if you have won a prize/offer in this Promotion and directed with instructions to receive the prize presented (subject to verification of eligibility). If you receive a message that contains any message other than a winning prize/offer message, you are not a winner.

Prize/Offer Winner Determination: One (1) computer generated winning time will be randomly generated for each Prize/Offer available in this Promotion. If you are the first participant to participate in the game at or after one of the randomly generated times, you will be a potential winner of the Prize/Offer indicated, subject to verification of eligibility. If you are a potential winner, you will be provided with instructions on how to claim your prize/offer during your online session. If you receive a message that contains any message other than a winning message, you are not a prize/offer winner. At the conclusion of the sweepstakes, one (1) winner and two alternates will be randomly selected from all eligible entries. Each potential grand prize winner will have seventy-two (72) hours to respond after being contacted by email and/or phone number provided during the registration to play. In the event that a potential grand prize winner does not respond with the seventy-two (72) hour time frame, the next alternate will be contacted and the seventy-two (72) hour clock will be restarted. In the event that the grand prize winner or either of the two alternates not qualify or respond within the seventy-two-hour window, the prize will not be awarded.

Grand Prize Winner Determination: On or about March 31, 2020, one (1) winner and two (2) alternates will be randomly selected from all eligible entries as of that date for the grand prize as described in the PRIZES/OFFERS/ODDS section herein.

Except as contemplated in these Official Rules, personal information collected in connection with this promotion will be used in accordance with and only to the extent set forth in the following privacy policy:

This Privacy Policy discloses the privacy practices of Hertz-Ral, LLC, a Kentucky limited liability company ("Louisville Rally's") for <https://secure.cataboom.com/direct/louisville-rallys-football-2019-spin-to-win> (the "Promotion"). This privacy notice applies solely to information collected by this website. It will notify

you of the following:

- What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
- What choices are available to you regarding the use of your data and how to update or delete your data.
- The security procedures in place to protect the misuse of your information.
- Additional miscellaneous items related to our privacy practices.

Information Collection, Use, and Sharing

- Louisville Rally's, its agents, employees, and affiliates, are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you or that is collected during your participating in the Promotion. We will not sell or rent this information to anyone.
- When you visit the website, we may collect the following data:
 - Your IP address.
 - Your contact information and email address.
 - Other information such as interests and preferences.
 - Data profile regarding your online behavior on our website.
- We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order, or as set forth herein.
- Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Your Access to and Control Over Information

- You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via email at marketing@radcliffco.com:
 - See what data we have about you, if any.
 - Change/correct any data we have about you.
 - Have us delete any data we have about you.
 - Express any concern you have about our use of your data.

Security

- We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.
- Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the web page.

- While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.
- The security of your personal information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.
- If you feel that we are not abiding by this privacy policy, you should contact us immediately via email at marketing@radcliffco.com.

Miscellaneous

- We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site. Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies.
- We partner with the University of Louisville and other parties to provide specific services related to the Promotion. When the user signs up for these services, we will share names, or other contact information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.
- This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.
- From time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.
- Louisville Rally's and the Promotion website do not support "Do Not Track" browser settings and do not currently participate in any "Do Not Track" frameworks that allow us to respond to signals from you regarding the collection of your personal or non-personal information.
- This Privacy Policy is effective as of September 13, 2019 and will remain in effect except with

being posted on this page. We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued participation in the Promotion after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

When you agree to receive offers and opportunities from Radcliff Company Inc. this constitutes your signature to agree to receive recurring email communications from Radcliff Company Inc. to the e-mail address provided. Consent is not a condition of purchase.

Limit of (1) play per person and/or per email address per day. For purposes of these Official Rules, a “day” is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 a.m. ET and ending at 11:59:59 p.m. ET.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error that may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If applicable, the ability to participate via SMS Mobile Messaging is designed to work with all major domestic wireless carriers but Sponsor makes no guarantee that any particular wireless carrier's network will be compatible with and/or permit participation in the Promotion via SMS Mobile Messaging. Sponsor, in its sole discretion and/or to comply with a particular wireless carrier's requirements, may revise the list of participating wireless carriers at any time without notice. To participate via SMS Mobile Messaging, an entrant's mobile phone must be capable of sending and receiving text messages. Message and data rates may apply to all text messages sent and received even if the attempted entry is not successfully transmitted for any reason.

If due to technical, production or other errors, more prizes/offers are claimed than intended, the intended prize/offer will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes/offers set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE/OFFER. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE/OFFER, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize/offer claim is solely the responsibility of the participant.

PRIZES/OFFERS/ODDS:

Instant Prizes:

- Five thousand (5000): One (1) Big Buford (ARV \$4.79)
- Five thousand (5000): One (1) Double Rally Burger with Cheese (ARV \$2.99)
- Five thousand (5000): One (1) Large Fry (ARV \$2.99)
- Five thousand (5000): One (1) Regular size Kool-aid Slushie (ARV \$1.99)
- Five thousand (5000): One (1) Spicy Chicken Sandwich (ARV \$2.29)
- Five thousand (5000): One (1) Loaded Fries (ARV \$3.79)
- One (1): Two (2) Tickets to Louisville vs. Virginia Tech Men's Basketball Game on 3/1 (ARV \$108)
- One (1): Two (2) Tickets to Louisville vs. Syracuse Men's Basketball Game on 2/19 (ARV \$108)

Prize/Offer redemption is limited to the following **Sponsor** locations:

- 1507 E. Tipton Street, Seymour, IN 47274
- 1514 E. 10th Street, Jefferson, IN 47130
- 756 Highway 131 East, Clarksville, IN 47129
- 401 Vincennes Street, New Albany, IN 47150
- 2350 State Street, New Albany, IN 47150
- 400 Clifty Drive, Madison, IN 47250
- 160 N. Dixie, Blvd, Radcliff, KY 40160
- 525 W. Dixie Avenue, Elizabethtown, KY 42017
- 3455 Taylor Blvd., Louisville, KY 40215
- 8601 Preston Highway, Louisville, KY 40219
- 3290 Bardstown Road, Louisville, KY 40205
- 5506 New Cut Road, Louisville, KY 40214
- 1800 W. Hill Street, Louisville, KY 40210
- 2130 W. Broadway, Louisville, KY 40211
- 10310 Dixie Highway, Louisville, KY 40272
- 2502 S. Preston Highway, Louisville, KY 40217
- 4401 Cane Run Road, Louisville, KY 40216

On or about March 31, 2020, the following Grand Prize will be awarded with a random winner selection from all entries –

Grand Prize consists of the following prizes:

- One (1) Free Rally's combo each week for one year
- One (1) Autographed Coach Mack Basketball
- One (1) Adidas Louisville Pullover

The Average Retail Value (ARV) of Grand Prize is \$880.00

All instant prizes are based on random computer-generated winning times.

UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED. Odds of winning a prize depend on the total number of eligible plays and the time and date upon which they are entered. There is no guarantee that all prizes will be awarded.

GENERAL PRIZE/OFFER CONDITIONS: No cash alternative or prize substitutions will be allowed,

except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential winner of a prize valued at \$600 or more must execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified, and an alternate winner may be selected.

GENERAL: Acceptance of a prize/offer constitutes prize/offer winner's permission for Sponsor and its designees to use prize/offer winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize/offer, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize/offer, including, without limitation, to such prize/offer's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize/offer notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid.