

**“Catch a Ride” Game  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO PARTICIPATE IN OR WIN THIS GAME. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM INCLUDING WITHOUT LIMITATION TIKTOK, SNAPCHAT, OR FACEBOOK OR INSTAGRAM FROM META (“SOCIAL MEDIA PLATFORM(S)”).**

The “Catch a Ride” Game (the “**Promotion**”) intended for legal residents of the District of Columbia, Maryland, and Pennsylvania (“**Participating States**” or “**Market**”) only and shall only be construed and evaluated according to USA law and applicable state law. Do not enter this Promotion if you are not a resident of one (1) of the Participating States or otherwise ineligible in accordance with these Official Rules at the time of entry. The Promotion begins at 12:00:01 a.m. EST on May 3, 2023, and ends at 11:59:59 p.m. EST on May 29, 2023, or when all available game pieces (as defined below) are requested in accordance with these Official Rules (“**Promotion Period**”). The Sponsor’s database computer is the official time-keeping device for the Promotion.

**SPONSOR/ADMINISTRATOR:** The Promotion is sponsored by Mayor and City Council, of Ocean City, 301 N. Baltimore Avenue, Ocean City, MD 21842 (the “**Sponsor**”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402, Rochester, NY 14607 (the “**Administrator**”). Sponsor has authorized Birdsell, Voss & Associates, Inc. (“**BVK**”) to operate as an agent on their behalf for this Promotion.

**ELIGIBILITY:** The Promotion is open to legal residents of the Participating States who are at least eighteen (18) years of age at the time of entry (the “**Entrants**”). The Sponsor, BVK, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing (collectively, the “**Released Parties**”), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Promotion. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below)).

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Promotion. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**HOW TO PARTICIPATE:** Entrants can participate in the Promotion through any of the following methods of entry:

1. *ENTRY METHOD #1 – Influencer Instagram* – During the Promotion Period, the Sponsor’s six (6) partner influencers will announce the Promotion with an Instagram post on or around May 5, 2023, by May 10, 2023. To enter via Instagram, Entrants must follow @OceanCityMaryland on Instagram and comment on an influencer’s post (as instructed, in the Sponsor’s sole discretion) with the promotional hashtag, #SmileOCMD. By making an appropriate comment (in the Sponsor’s sole discretion) on a Promotion post with the aforementioned hashtag, an Entrant will receive one (1) Promotion entry. One (1) entry per person allowed. Of all Entrants who participate via Entry Method #1, one (1) Promotional finalist (“Finalist”) will be randomly selected from each of the six (6) influencers announcement page posts on or about May 21, 2023 (6 total posts; 6 total drawings; 6 total Finalists). To qualify as a Finalist, a Finalist must be eligible per the Official Rules and available to attend the Market event on May 26, 2023-May 28, 2023 (exact date dependent on Market), at their own cost accord. The Finalists will be instructed to come to the event and given a key to participate in the Grand Prize Live Key Game.
2. *ENTRY METHOD #2 - Radio* – During the Promotion Period, the Sponsor will run radio ads in each Market. The first caller (calls in as instructed) after the radio ad goes live will be deemed a Finalist (3 Markets; 1 Finalist per radio ad; 3 Finalists generated via radio). To qualify as a Finalist, a Finalist must be available to attend the Market event on May 26, 2023-May 28, 2023 (exact date dependent on Market), at their own cost accord. The Finalists will be instructed to come to the event and given a key to participate in the Grand Prize Live Key Game.
3. *ENTRY METHOD #3 - Sponsor Instagram* - During the Promotion Period, the Sponsor will announce the Promotion with their own Instagram post on or around May 5, 2023. To enter via Instagram, Entrants must follow @OceanCityMaryland on Instagram and comment on the Sponsor’s post (as instructed, in the Sponsor’s sole discretion) with the promotional hashtag, #SmileOCMD. By making an appropriate comment (in the Sponsor’s sole discretion) on a Promotion post with the aforementioned hashtag, an Entrant will receive one (1) Promotion entry. One (1) entry per person allowed. Of all Entrants who participate via Entry Method #3, one (1) Finalist will be randomly selected from each Market (3 total Finalists via Entry Method #3) on or about May 21, 2023. To qualify as a Finalist, a Finalist must be eligible per the Official Rules and available to attend the Market event on May 26, 2023-May 28, 2023 (exact date dependent on Market), at their own cost accord. The Finalists will be instructed to come to the event and given a key to participate in the Grand Prize Live Key Game.
4. *Entry Method #4 - Online Registration Form* – During the Promotion Period, Entrants can visit the Sponsor’s Promotion website at [www.CatchARideOCMD.com](http://www.CatchARideOCMD.com) (the “Website”). Entrants can enter for a chance to become a Finalist by completing the registration form requesting their full name, email address, zip code, age confirmation, and phone number. If the Entrant selects “Social Media” as the way they heard about the Promotion, they can be entered for a chance at one (1) of three (3) total keys (Finalists) to participate in the

Grand Prize live Game. One (1) Finalist from each Market will be randomly selected and notified on or about May 21, 2023. In addition, only Entrants who utilize Entry Method #4 will be eligible for the randomly selected 7<sup>th</sup> Grand Prize (as defined below).

5. *Entry Method #5 - Live Attendance* – All event attendees who come to the event and speak to a designated brand ambassador on May 26, 2023-May 28, 2023 (exact date dependent on Market), will be deemed a Finalist and given a key to participate in the Grand Prize Live Key Game.

The Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. By participating, you consent for Sponsor to obtain, use, and transfer your name, address, and other information for the sole purpose of administering this Promotion. All information submitted by Entrants will be treated according to Sponsor's Privacy Policy, available at <https://oceancitymd.gov/oc/privacy-policy/>. By participating in the Promotion and providing any personal contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**WINNER DETERMINATION:** Pre-promotion key winners: Finalists will be invited to participate in the Grand Prize Live Key Game on their market's designated day between May 26 - 28, 2023. There will be (5) pre-promotion Finalists per market, but only (1) Grand Prize Live Key Game per market. Each Finalist will be given a key and a chance to scan a QR code on the key to identify what they have won. If the Finalist key is scanned and presents a Grand Prize-winning screen, he/she will be deemed a potential Grand Prize Winner. If a Finalist is unsuccessful in their attempt to scan a Grand Prize winning QR code, they will be deemed a Second Prize Winner. (max: (4) pre-promotion Second Prize Winners per Market)

Live Attendance Key Winners: Finalists will be invited to participate in the Grand Prize Live Key Game on their Market's designated day between May 26 - 28, 2023. There will be (1) Grand Prize Live Key Game per Market. Each Finalist will be given a key and a chance to scan a QR code on the key to identify what they won. If the Finalist key is scanned and presents a Grand Prize-winning screen, he/she will be deemed a potential Grand Prize Winner. If the Finalist key is scanned and presents a Second Prize winning screen, he/she will be deemed a Second Prize Winner (max: (4) Second Prize Winners per Market).

Odds of winning will depend on the number of keys/Finalists in each Market. The 7<sup>th</sup> and final Grand Prize Winner will be selected in a random drawing, conducted by the Administrator, from among all Website entries (Entry Method #4). Odds of Winning will depend on the total number of Entry Method #4 entries received during the Promotion Period. All Grand Prize Winners will each be subject to the Sponsor's and Administrator's verification before a Prize can be awarded.  
*LIMIT ONE (1) PRIZE PER ENTRANT.*

The Winners may also be required to submit to a background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the

Sweepstakes or Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify a potential Winner on the basis of the findings resulting from such background check or if a potential Winner fails to properly authorize and/or provide the required information in connection with such background check. In the event of a disqualification, an alternate winner may be randomly selected (time-permitted) from among all entries received via Entry Method #4.

**PRIZES:** There will be up to seven (7) Grand Prizes and thirty (30) Second Prizes available. Each Grand Prize Winner (“Winner”), upon the Administrator’s verification of eligibility, will receive a 4day/3night trip to Ocean City, Maryland (“Prize” or “Grand Prize”). The (6) Live Attendance Grand Prize package includes:

- Access to OCMD vehicle with assigned driver/concierge during pre-determined hours as based on an agreed upon schedule by Sponsor
- Lodging for three (3) nights; one (1) double occupancy room (room and tax only)
- A \$1,000 prepaid VISA gift card.
- OCMD Trip kit
- Road Trip Kit

The Live Attendance Grand Prize package has an approximate retail value (“ARV”) of \$2,600 which will vary depending upon seasonal fluctuation of hotel rates.

The 7<sup>th</sup> random drawing Grand Prize Winner (also, “Winner”) randomly drawn, upon the Administrator’s verification of eligibility, will receive a 4 day/3 night trip to Ocean City Maryland (also, “Prize” or “Grand Prize”). The 7<sup>th</sup> Grand Prize packages includes:

- Lodging for three (3) nights; one (1) double occupancy room (room and tax only)  
A \$1,000 prepaid VISA gift card.

The random drawing 7<sup>th</sup> Grand Prize package has an ARV of \$1,750

Each Second Prize Winner (also, “Winner”) will receive a Road Trip Kit (“Prize” or “Second Prize”).  
Second Prize ARV - \$350.

Total Prize Pool - \$25,750 The value of the Prizes set forth above represents Sponsor’s good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of a Prize is lower than the stated ARV when the Prize is procured and fulfilled, then the difference will not be awarded. All other expenses not specifically mentioned herein, including but not limited to ground transportation not specifically delineated, food, beverages, additional hotel amenities or fees and gratuities, are the responsibility of the Winners and/or traveling companion(s). NOTE: AIRFARE IS NOT INCLUDED IN THE GRAND PRIZE. The Sponsor is not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. The Sponsor shall not be liable for any loss or damage to baggage and/or

personal property. Hotel and other accommodations are subject to availability. The Grand Prize trips must be fully executed by July 31, 2023, or the Prize will be forfeited. All travel dates are subject to change in the Sponsor's sole discretion. Certain blackout dates and material restrictions may apply. **NOTE: Substitution, assignment or transfer of a Prize is not permitted, except by Sponsor, who reserves the right to substitute a Prize or any Prize component with another of equal or greater value.**

**ADDITIONAL PRIZE CONDITIONS:** By accepting a Prize, the Winners agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of their Prize. Each potential Grand Prize Winner must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim the Grand Prize. **Note: The Affidavit sent to a potential Grand Prize Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Winners will be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The Grand Prize Winners must note that the value of the Grand Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Grand Prize. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Winner, if a potential Winner cannot be reached or does not comply with Prize claim instructions within three (3) business days from the first notification attempt, if a potential Grand Prize Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected for the Prize at issue.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, contest captured at any Contest-related event, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Winners also acknowledge that 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 the Prizes.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Promotion is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion in whole or in part, at any time, without notice and award the Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in

any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Promotion or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider 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.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Promotion, Entrants agree to release and hold harmless the Released Parties and Social Media Platforms from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Promotion; (iii) printing errors; (iv) errors in the administration of the Promotion or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt of a Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT,

INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS PROMOTION OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Promotion or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Promotion is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

**DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Promotion shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s, province’s, or jurisdiction’s laws. By participating in the Promotion, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a court within the Worcester County Circuit Court for the State of Maryland; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant’s remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**MISCELLANEOUS:** These Official Rules contain the full and complete understanding with respect to the Promotion and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of the Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

**WINNERS LIST REQUEST:** To request confirmation of the first name, last initial, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, by June 15, 2023, to: ASC/BVK Catch a Ride Promotion Winners List Request, 300 State St. Ste. 402, Rochester, NY 14614.