

## Handel's Atlanta "Free Ice Cream for Life" Sweepstakes Entry Form

Enter for a chance to win FREE ice cream for life at Handel's Atlanta locations\*!

### Personal Information:

- First Name:
- Last Name:
- Date of Birth:
- Email Address:
- Phone Number:
- Zip Code:

### Official Terms and Conditions

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

THIS SWEEPSTAKES IS SPONSORED BY HANDEL'S ENTERPRISES. You understand that you are providing your information to Handel's Enterprises, ("Handel's") . You can view Handel's privacy policy at <https://handelsicecream.com/privacy-policy/>.

By entering this sweepstakes, you agree to the following Terms and Conditions:

1. **Eligibility:** The sweepstakes is open to legal residents of Georgia who are 18 years of age or older at the time of entry. Proof of residency and age may be required. Employees and directors of Handel's Enterprises, and their subsidiaries, divisions, affiliates, franchisees, licensees and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Sweepstakes and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Sweepstakes or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Sweepstakes. The Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state, and local laws.

2. **Sponsor and Administrator:** Handel's Enterprises, 3830 Starr Centre Drive, Canfield, OH 44406.
3. **Entry Period:** The sweepstakes begins November 1, 2024, at 11:00 AM EST and ends on November 10, 2024 at 11:00 AM EST (the "Sweepstakes Period"). All entries must be received by 11:00 AM EST on the end date. Administrator is the official time keeper for this Sweepstakes.
4. **How to Enter.** To enter, you must scan the QR Code on display at nine tiny billboards located within the Atlanta Metro area to enter the Sweepstakes. Once you scan the QR Code, you will be directed to an online entry form. Complete and submit the entry form to receive one (1) entry into the random drawing. Limit one QR Code entry per person during the entire Sweepstakes Period. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person whose name is on the entry form. The entrant may be required to provide evidence that the entrant is the person on the entry form and complete an affidavit and/or any applicable releases. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which may be disqualified. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor. Sponsor is not responsible for technical or atmospheric conditions that disrupt the completion of the entry, internet, app, Wi-Fi, or other technical malfunctions, or for any lost, late, misdirected, or incomplete entries. By entering, participants release Sponsor, Administrator and their affiliates from any liability related to the sweepstakes or the prize. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible entries received as of the termination date. **Limit one (1) entry per person regardless of method of entry.**
5. **Prize:** One (1) winner will receive free ice cream for a period of 50 years from January 1, 2025 (the "Prize Term") at Handel's Atlanta locations in Midtown (931 Monroe Drive Northeast Atlanta, Georgia 30308) and Buckhead (3330 Piedmont Road Northeast Atlanta, Georgia 30305) only (the "Participating Locations"), awarded in the form of annual shipment via certified mail of twenty-four (24) hologram serialized coupons for one (1) small cone (sugar/cake cone or dish) valued at \$3,900.00 (the "Retail Value"). The prize entitles the holder to twenty-four (24) free small sugar/cake cone or dish a year. No purchase is necessary to redeem. Coupons cannot be replaced if lost or stolen and are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. The coupon has no cash value and cannot be used for any other

purchase. Coupons have no expiration date. Only redeemable at the Participating Locations. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes, duties, and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e., Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the Winner fully complies with these Official Rules. The prize will be awarded to the winner until the earlier of: (i) the expiration of the Prize Term; (ii) the death of the prize winner; or (iii) the closure of the Participating Locations.

6. **Winner Selection:** On or about November 12, 2024, Administrator will select one (1) entry for the prize described in a random drawing of all valid entries received during the Sweepstakes Entry Period. Odds of winning depend on the number of eligible entries received during the Sweepstakes Entry Period. The winner will be selected in a random drawing from among all eligible entries received. The winner will be notified by email or phone within 30 days of the drawing.
7. **Winner Requirements:** The winner must respond to the notification within 30 days and provide their mailing address to claim the prize. If the winner fails to respond or is deemed ineligible, an alternate winner may be selected. **POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR. SPONSOR AND ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE SWEEPSTAKES.**
8. **Verification of Potential Sweepstakes Winner.** The Sweepstakes winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential Sweepstakes winner may be selected. In the event: (a) the potential Sweepstakes winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential Sweepstakes winner notification or Affidavit is returned as undeliverable; (b) potential Sweepstakes winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential Sweepstakes winner is found to be ineligible to enter the Sweepstakes or receive the prize, (e) potential Sweepstakes winner cannot or does not comply with these Official Rules, or (f) potential Sweepstakes winner fails to fulfill the Affidavit-related obligations, the potential Sweepstakes winner shall be disqualified from the Sweepstakes and an alternate potential Sweepstakes winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in

connection with the selection of alternate potential Sweepstakes winner, if any. Each eligible winner must consent to the Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. **Entry Conditions and Release.** Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor, Administrator and their respective parent, subsidiary, and affiliated companies, celebrities, franchisees and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, known or unknown, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winner acknowledges that all prizes are awarded as-is without warranty of any kind.
10. **Publicity.** Except where prohibited or restricted by law, Winner's acceptance of prize constitutes the Winner's agreement and consent for Sponsor and any of its designees to use and/or publish Winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.
11. **Privacy Policy:** Any personal information collected in connection with this sweepstakes is subject to the Sponsor's Privacy Policy, which is available at <https://handelsicecream.com/privacy-policy/> and will be used for the purpose of administering the sweepstakes, notifying the winner, and may be used by Handel's Enterprises for future promotional emails and marketing communications. We will not

share your information with third parties except as necessary to fulfill the prize (e.g., shipping the prize). You can unsubscribe from promotional emails at any time.

12. **Governing Law and Dispute Resolution:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio. Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Ohio State Court located in Mahoning County, Ohio; (c) 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 (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

**By clicking "Submit," you confirm that you have read, understood, and agree to these Terms and Conditions.**