

iHeartMedia Pickleball Tournament (“Tournament”) Official Rules

Participating Stations and their corresponding Websites:

KOGO-AM / kogo.iheart.com
KGB-FM / 101kgb.iheart.com
KGB-AM / sportssd.iheart.com
KLSD-AM / Patriot1360.iheart.com
KMYI-FM / star941fm.iheart.com
KHTS-FM / channel933.iheart.com
KSSX-FM / jamn957.iheart.com
KIOZ-FM / rock1053.iheart.com

Station Address: 9660 Granite Ridge Drive, Suite 100, San Diego, CA 92123

For a copy of these Official Rules, please visit <https://www.barnespickleball.com/IHM> or any participating Station’s Website for a link to the registration form and Official Rules. List of Winner(s): For the name(s) of the winner(s), send a stamped, self-addressed envelope, to: iHeartMedia Pickleball Tournament Winner’s List at 9660 Granite Ridge Drive, Suite 100, San Diego, CA 92123. Requests must be received within thirty (30) days after the conclusion of the Tournament.

1. **ELIGIBILITY.** The Tournament is open only to legal U.S. residents of California who are eighteen (18) years of age or older at the time of registering for the Tournament (“Participant”). Void where prohibited or restricted by law. Employees, contractors, officers and directors of Sponsor, Barnes Tennis Center (“Administrator”), each of their affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, the Station, and any third party prize provider(s) and/or prize fulfillment service (collectively, the “Tournament Entities”); individuals employed by any other radio and television station; and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Tournament or win the prize. The Tournament is subject to all applicable federal, state, and local law and regulations.

By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Sponsor, that the decisions of the Administrator are final on all matters relating to the Tournament; (c) you are not participating on behalf of any employer or third party; (d) in the event you do not comply with these Official Rules, you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) that you must be available to participate in any portion of the Tournament that participation may be required to be considered eligible.

2. **TOURNAMENT OVERVIEW AND PLAY.** Participants must pre-register by August 20, 2024, 11:59:59 pm. Pacific Time (“PT”) in order to participate in the Tournament. See Section 3 below for registration details. The Tournament will be held on August 24, 2024 at the Barnes Tennis Center (4490 W Point Loma Blvd, San Diego, CA 92107). The start time and match times will be announced and communicated to registered Participants at a date later than the publication of these Official Rules. The Tournament shall be conducted in a “Round Robin” format, in which each team competes against every other team in their Division. The teams with the highest points, shall advance to the Medal Round to determine the winner of each Division. The number of teams participating in the Medal Round shall be determined, by the Administrator, based on the number of teams per Division and final Division breakout, based on registration.

Tournament play is subject to the USA pickleball rules which can be found at usapickleball.org. Any variation of the rules shall be disclosed, by the Administrator, prior to and/or during the Tournament. All games for the Tournament shall be played as doubles (two (2) players per team). In the case where a member of a team is not present at the time of their particular match, that team forfeits their match, at the sole discretion of the Administrator. **For Round Robin games:** The winning team of each game shall be “the team with the most points at the 15-minute mark” or “the team who first received eleven (11) points or more with a 2-point win”. **For the Medal Round games:** The winning team of each game shall be “the team who first received eleven (11) points or more with a 2-point win”. Format may be altered at Administrator’s discretion.

Participation Conditions: The Sponsor and Administrator are not responsible for any delay, cancellation or rescheduling of the Tournament. All costs associated with attending and participating in the Tournament, including, but not limited to any transportation to/from the Tournament are the sole responsibility of each Participant. Participant agrees to accept all space availability requirements established by the venue and must comply with all applicable laws, and any rules and regulations established by the venue. Sponsor and Administrator have no responsibility or obligation to any Participant who is unable to attend the Tournament or who is late to the Tournament, for any reason. Sponsor and Administrator

reserve the right to remove or to deny entry to any Participant who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person during the Tournament. At the Tournament, all participants must conduct themselves at all times in a socially responsible, respectful and appropriate manner including following all private guidance from the venue operator. Participant agrees that participating in the Tournament is done so entirely upon their own initiative, risk, and responsibility.

PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES COMPLETELY THAT THERE ARE RISKS INVOLVED IN PARTICIPATING IN A PICKLEBALL TOURNAMENT, INCLUDING THE RISK OF SERIOUS PHYSICAL INJURY OR DEATH. PARTICIPANT SHOULD CONSULT WITH HIS OR HER PHYSICIAN PRIOR TO PARTICIPATING IN THE TOURNAMENT.

3. **REGISTRATION.** Between August 6, 2024 at 12:00:00 a.m. Pacific Time ("PT") and August 20, 2024 at 11:59:59 p.m. PT, visit <https://www.barnespickleball.com/IHM> ("Website") to register for the Tournament. Participants will be able to choose from one of the following skill-level divisions (each a "Division"): 3.0 Women's Doubles; 3.0 Men's Doubles; 3.5 Women's Doubles; 3.5 Men's Doubles; 4.0 Women's Doubles; 4.0 Men's Doubles; 4.5 Women's Doubles; 4.5 Men's Doubles. **If the Administrator determines there are not enough Participants for a particular Division (or Divisions), Divisions (levels) may be combined at the sole and absolute discretion of the Administrator.**

During the registration process, complete and submit the online registration form with all requested information (including your name, email address, phone number, date of birth, Tournament partner's name and/or any other information requested by the Administrator). Next, submit payment of the registration fee as indicated on the Website. Registration form must contain all information requested and payment must be submitted and accepted for your registration to be confirmed. Limit: A Participant may only participate in one (1) Division.

Registration Fee: Each member of team (each individual Participant) must complete a separate registration form and pay a registration fee of \$50.00 per person. Must register by August 20, 2024, 11:59:59 pm. PT. **ALL REGISTRATION FEES ARE NON-REFUNDABLE.**

The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, stolen, misdirected, mutilated, or incomplete registrations, regardless of cause. Multiple Participants are not permitted to share the same email address. Should multiple users of the same e-mail account or mobile phone number, as applicable, enter the Tournament and a dispute thereafter arise regarding the identity of the Participant, the authorized account holder of said e-mail account or mobile phone account at the time of registration will be considered the Participant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or mobile phone number by an Internet access provider, online service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. Proof of submission of a registration shall not be deemed proof of submission or receipt by the Sponsor for online registrations. Registrations will be disqualified if incomplete and/or if prohibited multiple registrations in excess of the stated limit are received. All submissions become the property of Sponsor and will not be acknowledged or returned.

4. **WINNER DETERMINATION.** All decisions of the Administrator shall be final in regards to determining the winners in accordance with these Official Rules.

For First Prizes: See Section 2. At the end of the Tournament, the Administrator will have determined the First Prize winners, for each Division, based on the final winner (winning team) of the Medal Round.

For the Grand Prize: The winners of each Medal Round, one (1) team per Division, shall be entered into a random drawing. The random drawing shall be conducted by the Administrator who will randomly select one (1) winning team who will receive the Grand Prize ("Grand Prize Drawing").

Potential winners are subject to verification, including verification of eligibility. Potential winner(s) may be required to present a state authorized identification prior to being awarded a prize and may be required to sign and return an affidavit of eligibility/liability release and publicity release (where lawful) and/or any other form(s) necessary to verify eligibility, claim prize, and agree to all prize conditions within three (3) business days.

The Tournament Entities are not responsible for suspended or discontinued wireless or online service or for any change of Participant's email address, mailing address, and/or telephone number which may result in potential winner not receiving a prize notification or prize. If a potential winner (a) fails to properly claim a prize; (b) fails to provide signed affidavits or releases or any other required forms within the stated time period; (c) fails to present a proper identification at the time of claiming a prize; (d) declines the prize; (e) cannot be verified as eligible; (f) is disqualified for any reason; (g) is

not available to participate in any applicable Tournament event(s) that participation may be required to be considered eligible; or (h) is otherwise unable to accept the prize as stated, then the prize may be forfeited. Unclaimed prizes will not be awarded.

5. **PRIZES.**

Grand Prize (1): Each member of the one (1) winning team, randomly selected in the Grand Prize Drawing (as described above in Section 4), will receive two (2) tickets to the iHeartRadio Music Festival for Night 2 (Saturday, September 21, 2024) in Las Vegas, NV. **Transportation/accommodations are not included.** Approximate Retail Value ("ARV"): \$120.00 (\$60.00/ticket).

First Prizes (one (1) per Division; up to eight (8) Divisions/sixteen (16) First Prizes in total): a prize pack (contents determined by Sponsor, in Sponsor's sole discretion) valued at \$100.00 each. Approximate Retail Value ("ARV"): \$100.00 each.

Prizes provided by: Sponsor

No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. Any difference between stated ARV and actual value of prize will not be awarded. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified. Prizing may be fulfilled by a third party fulfillment entity. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s).

Conditions and restrictions may apply. Limit: One (1) prize per person/household.

ADDITIONAL PRIZE CONDITIONS, AS APPLICABLE:

In the event a winner and/or their guest engages in behavior that (as determined by Sponsor or other applicable venue representative, in their sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip, prize or other applicable experience early, in whole or in part, and send winner and guest home with no further compensation.

FOR PROMOTIONAL CARDS: Promotional cards shall include and herein be referenced as "promotional card(s)" collectively to any prefunded bank card, a gift card, an electronic gift card, stored-value card or certificate, a store card, merchant card, voucher for services or goods, a gift certificate or similar instrument and other redeemable instruments with value credit or the like that may be awarded are subject to terms, conditions and restrictions as set by issuer. Promotional cards are subject to the terms of use, applicable conditions and restrictions, including any expiration dates, promulgated by issuer of card. Promotional cards are not transferable, redeemable for cash or exchangeable for any other prize. Redemption of the promotional card will be subject to the standard terms, conditions and restrictions applicable to the participating merchant and or the card issuer in effect on the day of issuance of the promotional card. The promotional card cannot be redeemed for the purchase of other promotional cards. Except as required by law, the promotional card cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. The Sponsor is not responsible if any promotional card is lost, stolen, destroyed or used without permission. If the promotional card is lost or stolen, it will not be replaced. No substitutions allowed except by Sponsor at its sole discretion for a prize of comparable value.

FOR CONCERTS AND OTHER TICKETED EVENTS: Any other expenses or items not specifically listed, including but not limited to, transportation, accommodations, meals, parking and souvenirs, are the responsibility of winner and/or winner's guest(s). If a guest(s) is a minor, the minor guest(s) must be accompanied by their parent or legal guardian. Tickets are subject to certain terms and conditions as set by issuer, which may include the winner can only redeem and use the tickets via a designated mobile ticketing app. In such case, the winner must have a valid email address and a mobile device capable of downloading and running the mobile ticketing app and will be required to sign up for a free user account or log in to their account with the mobile ticketing app to access tickets. Tickets must then be scanned from winner's mobile device for entry into venue. Individuals who do not comply with the ticket terms and conditions will be disqualified and Sponsor shall have no further obligation to such persons. Seating locations (if any) are as solely determined by Sponsor. Lost or stolen tickets will not be replaced. If the ticketed event or any portion thereof is postponed, rained out, canceled, or for other reasons beyond Sponsor's control does not occur, the Sponsor will not be responsible for replacing the ticketed portion of prize. The Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever

by the venue operator, prize provider or any other persons providing any prize-related services. If travel delays, cancellations or difficulty prevent arrival in time for the event, the Sponsor is not responsible for awarding any compensation in lieu thereof. Tickets must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Winner agrees to accept all space availability requirements established by the venue. Winner and guest(s) must comply with all applicable laws, and any rules and regulations established by the venue. Winner agrees that acceptance of the prize is done so entirely upon their own initiative, risk, and responsibility.

NAMES, LOGOS AND OTHER MATERIALS ARE USED FOR PURPOSES OF CONTEST AND/OR PRIZE DESCRIPTION ONLY. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES AND LOGOS APPEARING IN PROMOTIONAL MESSAGING, IF ANY, ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.

ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

6. **TAMPERING AND DELIVERY DISCLAIMER.** (a) The Sponsor or Administrator, in their sole discretion, reserve the right to disqualify and prohibit any person from participating, who the Sponsor or Administrator determines (in its sole discretion) is or is attempting to: (i) tamper with the Website and/or any part of the Tournament; (ii) undermine the legitimate operation of the Tournament by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other Participants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THE TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE RELEASED PARTIES THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH PARTICIPANT (OR, IF THE PARTICIPANT IS NOT OF AGE OF MAJORITY IN THEIR STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY PARTICIPANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS TOURNAMENT.

Released Parties are not responsible for: (a) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online registrations, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online Participant's ability to participate in the Tournament; (b) any injury or damage to Participant's or any other person's computer related to or resulting from participating in or downloading any information necessary to register in the Tournament; (c) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Tournament; (d) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (e) unauthorized human intervention in any part of the registration process or operation of the Tournament; or (f) technical or human error which may occur in the administration of the Tournament or the processing of registrations.

The Sponsor and/or Administrator further reserve the right to: (a) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Tournament, void any suspicious registrations, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Tournament and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor or Administrator, it is impossible or impractical to complete or conduct the Tournament as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Tournament, by any human error which may occur in the execution of this Tournament, or any other causes which effect the operation of the Tournament or the rules of the integrity of the Tournament have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a Participant in the Tournament and/or (b) stop or conclude the Tournament at any time without prior notice. Material changes to the Official Rules will be broadcast on-air, when practical. In the event of termination of the Tournament, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor and Administrator.

7. **PUBLICITY.** Except where prohibited, by accepting a prize, winner(s) grant the Sponsor and Station(s) permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Each winner's name may be included in a publicly available winners list.
8. **USE OF PERSONAL INFORMATION.** The Sponsor will retain the Participant's personal data for a reasonable period of time to enable it to send that Participant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Sponsor's Privacy Policy located [here](#). Participant may have the opportunity to opt-in to receive emails from third parties. In the event that Participant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Tournament, Participant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. **Any available opt-in opportunities are not required to enter the Tournament.**
9. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.** By participating in the Tournament, each Participant agrees to release and waive any and all claims of liability against the Tournament Entities and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Tournament, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, winner(s) hereby agrees: (a) to release each of the Released Parties from any and all claims in connection with the Tournament and the award or use of the prizes; and (b) where allowed by law, sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 7 prior to acceptance of the prize. The Released Parties are not responsible or liable to any Participant or winner or any person claiming through such Participant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity, including, but not limited to restrictions on travel, movement, and large gatherings (whether or not the action, regulations, order or request proves to be invalid), national emergency, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, viral or communicable disease outbreak, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Released Parties' sole control. Upon awarding the prize, the Sponsor will have no further obligation to winner.
10. **TAXES.** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes related to prize acceptance and use not specified herein. Each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.
11. **CONDUCT AND DECISIONS.** All decisions of the Sponsor and/or Administrator will be final and binding on all matters relating to this Tournament. Persons who violate any rule, gain unfair advantage in participating in the Tournament, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Tournament and the Sponsor's decisions concerning such disputes shall be final. Inclusion in such drawing shall be each Participant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Tournament to the Sponsor's and/or Station's "discretion" and/or any exercise of discretion by the Administrator, Sponsor or Station shall mean in Administrator's, Sponsor's and/or Station's "sole and unfettered discretion." The Sponsor and/or Administrator further reserve the right to terminate the Tournament if in its sole judgment, the rules or the integrity of the Tournament have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a Participant in the Tournament. In the event the Tournament is terminated, no prizes will be awarded. If applicable, material changes to the Official Rules will be made available online at the Website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.
12. **BINDING ARBITRATION.** Any controversy or claim arising out of or relating to the Tournament shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be

entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS TOURNAMENT IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

13. **MISCELLANEOUS.** Sponsor reserves the right to determine eligibility should special circumstances arise and all decisions made by Sponsor are considered final and binding. Sponsor disclaims any responsibility to notify Participants of any aspect related to the conduct of the Tournament. As a condition of participating in the Tournament, Participants agree (and agree to confirm in writing) that: (a) under no circumstances will Participant be permitted to obtain costs, judgments, or awards for, and Participant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, Participant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Tournament, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every Participant. Participation in the Tournament constitutes Participant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon Participant's fulfillment of all requirements set forth herein.

14. **COMPLIANCE WITH LAW AND GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of Participant and Sponsor in connection with the Tournament, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 12 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Texas, in the City of San Antonio.

15. **SPONSOR.** This Tournament is sponsored solely by iHeartMedia + Entertainment, Inc. ("Sponsor"). Any questions, comments or complaints regarding the Tournament must be directed to the Sponsor at iHeartMedia, Inc., 20880 Stone Oak Parkway, San Antonio, TX 78258.