

## OFFICIAL SWEEPSTAKES RULES

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

Sweepstakes Name: Bobbyfest Ticket Hits (the "Sweepstakes")

Station: KZSN 102.1 The Bull (the "Station")

Station Address: 9323 E. 37<sup>th</sup> St. N. Wichita, KS 67226

Telephone: 316-494-6600

**This Sweepstakes is sponsored solely by iHeartMedia + Entertainment, Inc. ("Sponsor").** Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor. For a copy of these Official Sweepstakes Rules, please visit the office of the Station during normal business hours, send your request by mail at iHeartMedia + Entertainment, Inc. at 9323 E. 37<sup>th</sup> St. N. Wichita, KS 67226 or visit the website [1021TheBull.com](http://1021TheBull.com).

**List of Winner(s):** For the name(s) of the winner(s) send a stamped, self-addressed envelope, to: iHeartMedia + Entertainment, Inc., Bobbyfest Ticket Hit Sweepstakes at 9323 E. 37<sup>th</sup> St. N. Wichita, KS 67226.

**ELIGIBILITY:** This Contest is open only to individuals who (i) are legal U.S. residents of the state of: Kansas and reside within one of the following counties:

Barber, KS; Barton, KS; Butler, KS; Chase, KS; Cheyenne, KS; Clark, KS; Comanche, KS; Cowley, KS; Decatur, KS; Dickinson, KS; Edwards, KS; Elk, KS; Ellis, KS; Ellsworth, KS; Finney, KS; Ford, KS; Gove, KS; Graham, KS; Grant, KS; Gray, KS; Greeley, KS; Greenwood, KS; Hamilton, KS; Harper, KS; Harvey, KS; Haskell, KS; Hodgeman, KS; Jewell, KS; Kearny, KS; Kingman, KS; Kiowa, KS; Lane, KS; Lincoln, KS; Logan, KS; Marion, KS; Mcpherson, KS; Meade, KS; Mitchell, KS; Morton, KS; Ness, KS; Norton, KS; Osborne, KS; Ottawa, KS; Pawnee, KS; Phillips, KS; Pratt, KS; Rawlins, KS; Reno, KS; Rice, KS; Rooks, KS; Rush, KS; Russell, KS; Saline, KS; Scott, KS; Sedgwick, KS; Seward, KS; Sheridan, KS; Sherman, KS; Stafford, KS; Stanton, KS; Stevens, KS; Sumner, KS; Thomas, KS; Trego, KS; Wallace, KS; Wichita, KS;

; (ii) who are 18 years of age or older at the time of entry; ("Entrant").

Void outside the state of Kansas (any of the counties listed above) and where prohibited by law.

Employees, contractors, officers and directors of Sponsor, its 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 "Contest 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 Contest or win the prize.

**Eligibility Frequency Limits:** The Sponsor may set limitations on how frequently an individual can be eligible to win more than one prize within a specified time period. For national sweepstakes/contests, an individual may win only once (1) every fifteen (15) days. However, the same individual may not win more than one trip to a specific event. For local sweepstakes/contests, an individual may win only once (1) every seven (7) days. An individual may not win more than three (3) times in one month. Only one (1) winner per household is permitted in any contest or sweepstakes. "Household members" shall mean people who share the same residence at least three (3) months a year.

**2. TIMING:** Sweepstakes begins on Saturday, August 28 at 1:00 p.m. CST and ends at 3:00:00 p.m. CST on Saturday, September 4, 2021 ("Sweepstakes Period") and will be divided into TWO (2) entry periods (each an "Entry Period") as set forth below:

**Overview:** Listen to the Station for details. Entrants will register at live remotes at participating locations **(for the avoidance of doubt, you are NOT required to make a purchase at participating location(s) in order to enter the Sweepstakes and doing so will NOT increase your chances of winning a prize).**

**(1) REGISTER AT LIVE REMOTE:**

Date: August 28, 2021  
Start time: 1:00pm CST  
End time: 2:00pm CST  
Location: Midwest Kia 8725 W Kellogg Dr, Wichita, KS 67209  
Approximate Drawing Date: August 28, 2021  
**One (1) prize winner(s)**

**(2) REGISTER AT LIVE REMOTE:**

Date: September 4, 2021  
Start time: 1:00pm CST  
End time: 3:00pm CST  
Location: Midwest Kia 8725 W Kellogg Dr, Wichita, KS 67209  
Approximate Drawing Date: September 4, 2021  
**TWO (2) prize winner(s)**

The Sponsor's computer shall be the official timekeeper for all matters related to this Sweepstakes. Non-winning entries WILL NOT carry over into subsequent Entry Period drawings.

**DESCRIPTION OF SWEEPSTAKES/HOW TO ENTER.**

Register at Live Remotes: To enter the Sweepstakes at a Live Remote, register in person at one of the Station's designated remote appearances by completing an official entry form with all required information (including your name, telephone number, email address, date of birth, and any other information requested by the Sponsor). Location dates and times are listed above.

**LIMIT: ONE (1) ENTRY PER PERSON AND EMAIL PER ENTRY PERIOD FOR A TOTAL OF TWO (2) ENTRIES FOR THE ENTIRE SWEEPSTAKES.**

The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, misdirected, mutilated, or incomplete entries, regardless of cause. Multiple entrants 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 Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account or mobile phone account at the time of entry will be considered the entrant. "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, on-line 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 an entry shall not be deemed proof of submission or receipt by the Sponsor for online entries. When applicable, the Sponsor's computer will be deemed the official time keeping device for the Sweepstakes. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the states limit are received. All entries become the property of Sponsor and will not be acknowledged or returned.

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

**3. WINNER SELECTION.** The Sponsor will randomly select a total of THREE (3) potential Sweepstakes winner from among all eligible entries collectively received during the Entry Periods (See Section 2). Odds of winning a prize depend on the number of eligible entries received during each entry period.

Potential Sweepstakes winner(s) is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. **The Sponsor reserves the right to determine an alternate winner in accordance with these Official Rules in the event that that any winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.**

**Winner Notification:** is deemed to have occurred immediately in person upon being declared a grand prize winner. If the potential winner does not claim the prize within ten minutes of the announcement, the entrant will automatically be disqualified and their prize will be forfeited. If the potential winner declines to accept the prize to be awarded, the potential winner forfeits his/her prize and the Sponsor reserves the right to determine an alternate winner in accordance with these Official Rules.

The Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winner(s), or (if the finalist or potential winner is a minor) for late, misdirected, or unsuccessful efforts of the entrant to provide signed parental or guardian consent.

As a condition of participating in the Sweepstakes, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, entrants must sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the prize conditions. If eligible entrants include minors, a parent or guardian of such eligible minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Sponsor reserves the right to refuse to award a prize to or on behalf of any minor. The potential prize winner and, if a potential prize winner who is an eligible minor in his/her state of residence, the potential prize winner's parent or guardian, may (in Sponsor's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty four hours after the first delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and, in such event, the Sponsor may randomly select an alternate winner from among all remaining eligible entries, as determined by Sponsor in its sole and discretion.

**4. PRIZE(S).**

THREE (3) Grand Prizes: [Two (2) general admission tickets Bobbyfest at WAVE Outdoor Sunday, September 5 and Two (2) VIP passes for an acoustic performance featuring Bobby Bones and The Raging Idiots Sunday, September 5 at WAVE Outdoor]. Approximate Retail Value ("ARV"): \$410

No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. 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 Sponsor. 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).

All prizes provided by: iHeartMedia Wichita and Red Light Management

Odds of Winning: The odds of winning the prize depend on the number of eligible entries received.

**Prize Conditions:** Any difference between stated ARV and actual value of prize will not be awarded. 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. If a guest is a minor, the minor guest must be accompanied by their parent or legal guardian. If the concert or any portion thereof is postponed, canceled, or for other reasons beyond Sponsor's control does not occur, the Sponsor will not be responsible for replacing the prize. Tickets are subject to certain terms and conditions specified thereon, and seat locations (if any) are as solely determined by Sponsor. Lost or stolen tickets will not be replaced. 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 concert, 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 must present state authorized identification prior to being awarded the prize. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If prize is forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. Winner agrees to accept all space availability requirements established by the venue. Winner and guest must comply with all applicable laws, and any rules and regulations established by the venue. Sponsor and the applicable venue representatives reserve the right to remove or to deny entry to winner (and his/her guest) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the concert or in any other objectionable behavior. Winner agrees that acceptance of the prize is done so entirely upon their own initiative, risk, and responsibility.

**COVID-19 Release and Waiver:** Winner understands and agrees that attending an event, in connection with the prize, will be dangerous due to the Coronavirus (COVID-19) epidemic/pandemic and assumes any and all risks of illness, injury or loss due to such attendance. Winner acknowledges that, notwithstanding the safety precautions taken by the venue, and other providers of services related to the prize, it is possible that he/she may still contract Coronavirus (COVID-19). Additionally, winner understands and agrees that, in response to economic and/or social conditions engendered by the Coronavirus (COVID-19), Sponsor or prize provider may be compelled to modify, postpone or cancel the event. In all cases, winner releases and agrees to hold harmless Sponsor (as well as the other Released Parties) from any and all liability in conjunction therewith and, in no event, shall Sponsor, (as well as the other Released Parties) have any liability in excess of the above-indicated ARV of the prize.

No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. 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 Sponsor. 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. 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.

5. **TAMPERING AND DELIVERY DISCLAIMER.** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is or is attempting to: (i) tamper with the Sponsor's website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, 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 Sponsor's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE 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 ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS 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 ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (1) 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 entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; (3) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (6) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes 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 Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an entrant in the Sweepstakes and/or (ii) stop or conclude the Sweepstakes 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 Sweepstakes by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

6. **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.

7. **USE OF PERSONAL INFORMATION.** The Sponsor will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant 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](#). Entrant may have the opportunity to opt-in to receive emails from third parties. In the event that entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Sweepstakes, entrant 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 Sweepstakes, and opting in will not improve your chances of winning.**

8. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.** By participating in the Sweepstakes, each entrant agrees to release and waive any and all claims of liability against the Sweepstakes Entities and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Sweepstakes, 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 that: (i) to release each of the Released Parties from any and all claims in connection with the Sweepstakes and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 6 prior to acceptance of the prize. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant 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 Sweepstakes Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to winner.

9. **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.

10. **CONDUCT AND DECISIONS.** All decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's and/or Station's "discretion" and/or any exercise of discretion by the Sponsor or Station shall mean in Sponsor's and/or Station's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Sweepstakes if in its sole judgment, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an entrant in the Sweepstakes. In the event the Sweepstakes is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable material changes to the Sweepstakes rules will be broadcast on-air and available on-line at the Station's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

11. **BINDING ARBITRATION.** Any controversy or claim arising out of or relating to the Sponsor Sweepstakes 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 ENTRANT’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 SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

12. **MISCELLANEOUS.** Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes. As a condition of participating in the Sweepstakes, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant 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, entrant 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 Sweepstakes, 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 entrant. Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant’s fulfillment of all requirements set forth herein.

13. **COMPLIANCE WITH LAW AND GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, 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 11 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.