

## 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: Ultimate Backyard Upgrade (the "Sweepstakes")

Participating Stations: KKCW, KLTH, KXJM, KFBW, KKRZ, KPOJ, KEX, KKRZ HD 2 (collectively the "Stations")

Station Address: 13333 SW 68<sup>th</sup> Parkway, Suite 310, Tigard OR 97223

Telephone: 503-323-6400

**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 13333 SW 68<sup>th</sup> Parkway, Suite 310, Tigard OR 97223 or visit the website participating Station's website.

**List of Winner(s):** For the name(s) of the winner(s) send a stamped, self-addressed envelope, to: iHeartMedia + Entertainment, Inc., Ultimate Backyard Upgrade at 13333 SW 68<sup>th</sup> Parkway, Suite 310, Tigard OR 97223.

**1. ELIGIBILITY.** This Sweepstakes is open only to individuals who (i) are legal U.S. residents of the states of Oregon and Southwest Washington in the following counties: Multnomah, Washington, Clackamas, Yamhill, Marion and Clark (ii) who are 21 years of age or older at the time of entry ("Entrant").

Eligibility is dependent on the following conditions:

- 2.) **You must own the home being entered for the prize package. Prize Package is not transferable.**
- 3.) You must be in good standing with your utility company, compliant with HOA, municipal and local jurisdiction
- 4.) Your roof must have a minimum of ten useful years left

Exclusions:

- 1.) Engineering, roofing, structural or electrical upgrades, if required, are not included.
- 2.) Home must meet minimum solar resource requirements
- 3.) Contractor holds discretion to qualify or disqualify homes based on solar feasibility.

The Sweepstakes is subject to all applicable federal, state, and local law and regulations.

Void outside the state(s) of Oregon and Southwest Washington (counties listed above) and where prohibited or restricted 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 "Sweepstakes Entities"); individuals employed by any other radio and televisions 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 Sweepstakes 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 July 3, 2020 at 12:01:01 a.m. PT and ends at 12:00:00 p.m. PT on July 31, 2020 ("Sweepstakes Period").

The Sponsor's computer is the official time-keeping device for this Sweepstakes.

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

During the Sweepstakes Period, visit one of the participating Stations: [www.k103.com](http://www.k103.com), [www.1067theeagle.com](http://www.1067theeagle.com); [www.ripcityradio.com](http://www.ripcityradio.com), [www.alt1023.com](http://www.alt1023.com) [www.1059thebrew.com](http://www.1059thebrew.com); [www.jamn1075.com](http://www.jamn1075.com); [www.z100portland.com](http://www.z100portland.com), [www.1190kex.com](http://www.1190kex.com), and click on the entry form. Then, complete and submit the entry form with all requested information (including your name, email address, phone number, date of birth, and/or any other information requested by the Sponsor) to receive one (1) entry into the Sweepstakes. Limit: One (1) entry per person/email address/household per day during the Sweepstakes Period. For purposes of this Sweepstakes, a "Day" shall be defined as each calendar day, beginning at 12:00:00 am PT and ending at 11:59:59 pm [ET/CT/PT] on that same day, except for the first day of the Sweepstakes Period, July 3, 2020, which shall begin at 12:01:01 am PT. Entries must contain all information requested to be valid.

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.** On or about July 31, 2020, the Sponsor will randomly select one (1) potential Sweepstakes winner from among all eligible entries collectively received during the Sweepstakes 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:** Winner will be notified within one (1) day after the sweepstakes drawing, via e-mail, and/or at Sponsor's discretion via phone at the phone number provided during registration. In the event the Winner doesn't respond to Sponsor's notification or does not accept the prize within three (3) days of notification, the prize will be deemed forfeited and an alternate Winner will be selected. In the event that any one or more potential Winner(s)

fails to respond as stated above, declines the prize or fails to provide signed affidavits or releases, such Winner(s) will be deemed to forfeit the prize and Sponsor will select an alternate Winner(s) from the remaining eligible entrants. If any alternate(s) similarly fails to respond or declines the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be finally forfeited and Sponsor shall have no further liability in connection with this Sweepstakes.

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).

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. The potential prize winner 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).**

One (1) Grand Prize. Total Overall Approximate Retail Value ("ARV"): \$53,979

- A \$20,000 gift voucher from Elemental Energy which can be used towards a solar panel system.

**Eligibility is dependent on the following conditions:**

- 1.) You must own the home being entered for the prize package. Prize Package is not transferable.
- 2.) You must be in good standing with your utility company, compliant with HOA, municipal and local jurisdiction
- 3.) Your roof must have a minimum of ten useful years left

**Exclusions:**

- 1.) Engineering, roofing, structural or electrical upgrades, if required, are not included.
- 2.) Home must meet minimum solar resource requirements
- 3.) Contractor holds discretion to qualify or disqualify homes based on solar feasibility.

Approximate Retail Value (ARV): \$20,000

- A Vita spa, a steel sub-structure spa from Pacific Hot Tub Solutions. Winner will need an electrical permit for the installation that is at a 220V wiring. The deck will need to be reinforced for a hot tub, given that the hot tub weighs about 4000 lbs + the weight of people. Approximate Retail Value (ARV): \$9,000
- Okada 7-piece Dining Collection with Umbrella by Ashley from Michael's Discount Furniture. Approximate Retail Value (ARV): \$2,499
- Donalee Bay 5-piece Fire Pit Set by Ashley from Michael's Discount Furniture. Approximate Retail Value (ARV): \$2,199
- Cloverbrooke 4-piece Outdoor Living Set by Ashley from Michael's Discount Furniture. Approximate Retail Value (ARV): \$2,199
- A gift voucher in the amount of \$6,000 from Integrity Air Heating & Cooling Systems that can be used towards a new air conditioning unit includes up to \$200 in permit costs. Approximate Retail Value (ARV): \$6,200  
Eligibility is dependent on the following conditions:
  - a.) You must own the home being entered for the prize package. The prize is non-transferable.
  - b.) Unit can be a replacement, or brand new install.Exclusions:

- a.) Electrical upgrades, if required, are not included.
- b.) Integrity Air will complete permit process, up to \$200.
- c.) Contractor holds discretion to qualify or disqualify homes based on feasibility.
- d.) Residential permits are processed in municipality of the residence, and must meet approvals prior to any install.

- A prepaid gift card in the amount of \$3,000 from Mr. Plywood. Approximate Retail Value (ARV): \$3,000
- A Sonos Playbar, Sonos Subwoofer, two (2) Sonos One SL Speakers, a 75" Sony TV or Projector with fixed or drop down screen with a minimum of 75" image, including delivery and installation from Echo Audio. Approximate Retail Value (ARV): \$2,756
- A \$500 gift certificate from MilkRun farm to door delivery service Approximate Retail Value (ARV): \$500
- Crater Lake Soda. Approximate Retail Value (ARV): \$576
- A Straightaway Beverages prepaid gift card in the amount of \$350. Approximate Retail Value (ARV): \$350
- Outdoor Dog House from Pets On Broadway. Approximate Retail Value (ARV): \$200
- Outdoor kitchen: 6 foot linear island with natural stone around. 30" Sizzler Grill & granite stone top, from Keystone Granite. Approximate Retail Value - \$4,500

All prizes provided by the following prize providers (collectively, "Prize Provider")

Elemental Energy  
Pacific Hot Tub Solutions  
Michael's Discount Furniture  
Integrity Air Heating & Cooling Systems  
Urban NW Homes  
Mr. Plywood  
Echo Audio  
MilkRun  
Pets on Broadway  
Crater Lake Soda  
Straighaway Beverages

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

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).

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

**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. The 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.*

*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 a 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 a 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.