

U PICK'EM PRO FOOTBALL CHALLENGE

Official Rules

No purchase necessary to enter or win a prize. A purchase will not increase your chances of winning. Void in Quebec and where prohibited by law.

These Official Rules govern the Challenge (defined below) and prizes awarded by Organizer (defined below). Local Promoters (defined below) may offer additional prizing which may be subject to separate terms and eligibility restrictions as set forth on the Local Promoter's Challenge Website (defined below). Participation in this Challenge will be available through numerous Local Promoters as set forth below.

By participating in this Challenge, you agree to these Official Rules, which are a contract, so read them carefully before participating. Without limitation, this contract includes indemnities to the Organizer from you, a limitation of your rights and remedies, and requires binding arbitration of claims, waiver of class-action claims, and waiver of the right to trial by jury.

This Challenge is in no way sponsored, approved of, or endorsed by or affiliated with the National Football League (NFL).

OVERVIEW: The U Pick'em Pro Football Challenge ("**Challenge**") is sponsored by Second Street Media, Inc. ("**Organizer**"). The Challenge begins at 12:01 am ("ET") on September 1, 2023 and ends at the conclusion of the 2023 American pro football playoff season, currently scheduled for February 12, 2024 ("**Challenge Period**"). The Challenge includes three (3) separate challenges: Twenty two (22) weekly contests ("**Weekly Contests**"), one (1) overall contest ("**Overall Contest**"), and one (1) regular season survivor bonus game ("**Survivor Game**"), each with weekly deadlines for participation as described in more detail below. If you satisfy the eligibility requirements (described below), you may participate by visiting a Challenge Website (defined below) and following the instructions set forth in these Official Rules to submit Picks (defined below) for each week during the Challenge Period.

There will be weekly prize winners and an overall prize winner, based upon Participants' (defined below) scores for correctly picking winning teams, as described in more detail below. Sponsor is also offering a Survivor Game where Participants are invited to guess a single winning team each week, with three (3) Participants receiving prizes as described in more detail below. There may also be prizes offered by Local Promoters (defined below) as described in more detail below and on the Local Promoter's Challenge Website (defined below).

Participation in this Challenge constitutes Participant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Organizer.

ELIGIBILITY: This Challenge is open only to individuals who are legal residents of any one (1) of the (50) United States, the District of Columbia or Canada (excluding Quebec), who are at least eighteen (18) and the age of majority under applicable law in their state, province, territory or jurisdiction of primary residence as of the start of the Challenge Period ("**Participant**"). Local Promoter prizes, if any, may be subject to different eligibility requirements as set forth on the Local Promoter's Challenge Website. Employees, officers, directors, members, managers, agents, and representatives of Organizer, Local Promoter or their advertising and promotion agencies; professional and/or college football players, team owners, management and personnel; professional sports agents; referees; and American pro football league employees who play/work in the United States or the District of Columbia or Canada, are not eligible to participate in this Challenge, as well as, employees of an operator of a fantasy sports website or application offering paid contests or a sports betting operator, and any other entities participating in the design, promotion, marketing, administration or fulfillment of this Challenge, as well as each of their respective parent corporations, subsidiaries and affiliated companies (the "**Released Parties**") and members of the immediate families (defined for these purposes as including any spouse, partner, parent, legal guardian, child, legal ward, sibling, grandparent, or grandchild and each of their respective spouses) and individuals living in the same household as such persons (whether or not related) are not eligible. Groups, corporations and other entities are not eligible.

HOW TO PARTICIPATE: During the Challenge Period, eligible Participants may enter the Challenge through a participating Local Promoter ("**Local Promoter**") by visiting <http://klpxfmcollegehoopsprofootball.upickem.net> or any other participating Local Promoter Challenge entry portal (each a "**Challenge Website**") and following the instructions to either (1) provide required information to create an account, including username and password, Participant's first and last name, name, email address, phone number, city, state/province, and zip/postal code, and age; or (2) log in to the Participant's existing account using Participant's username and password for the applicable Local Promoter Challenge Website.

Each eligible Participant is limited to one (1) Local Promoter Challenge Website account per Local Promoter for Challenge participation. Subsequent attempts made by the same individual to participate using additional accounts in violation of this condition by using multiple email accounts, usernames or by any other method or mean are void and persons engaging in such conduct may, in Organizer's sole discretion, be disqualified. Normal Internet access and usage charges imposed by your Internet Service Provider may apply. Participation must occur during the Challenge Period and in accordance with applicable weekly deadlines in strict accordance with the instructions and restrictions in these Official Rules. Those who do not follow all of the instructions, provide the required content in their entry, or abide by these Official Rules will be disqualified and any associated participation void.

As a condition of entering the Challenge, without limiting any other provision in these Official Rules, each Participant gives consent for Organizer and its agents to obtain and deliver his or her name, address, and other information and content to applicable Local Promoters and third parties for the purpose of administering this Challenge and complying with applicable laws, regulations, and rules. For Participants residing in the United States, by entering the Challenge, you will be opted-in to receive marketing emails from the Local Promoter whose Challenge Website(s) you use to participate in the Challenge. You may unsubscribe from the marketing emails at any time by following the opt-out link contained in each email from that Local Promoter.

Beginning on Sunday each week during the Challenge Period, at or around 12:00:00 am Eastern Time ("ET"). Participants must log in to the account through which they wish to participate and select their picks for the next week's scheduled games. For the Weekly Contests and Overall Contest, this will include picking which team they think will win each scheduled American pro football game ("Game") for the coming week (each, a "Pick"). The deadline for each Participant to enter their Picks for an applicable Game match-up is five (5) minutes prior to the published start of the Game as posted on the Challenge Websites during the Challenge Period. If you fail to enter a Pick for any game, your Pick will automatically be the team that was selected by the majority of Participants.

For each week during the regular and playoff seasons, Participants will also enter a prediction for the winning and losing scores for the week's designated tie breaker game. If you fail to enter a prediction for the weekly tie-breaker game, your predicted scores for the winning and losing teams will be the average score for the majority of Participants.

You will not be eligible to win a Weekly Contest Prize (defined below) for a particular week if you fail to submit a Pick for more than one scheduled game for that week. You must submit Picks for at least eleven (11) weeks of the regular <%=thecontestyear %> American pro football season to be eligible for the Grand Prize.

For purposes of this Challenge, a Pick is "received" when the Sponsor's servers record the pick information. Proof of sending (such as, without limitation, a printed, saved or copied automated receipt confirming entry, a "thanks for entering" screen or message) does not constitute proof of actual receipt of an entry for purposes of this Challenge. Those who do not provide the required information in their entry form or abide by these Official Rules and other instructions of Organizer will be disqualified. Entries that are incomplete, lost, late, misdirected, mutilated, illegitimate, garbled, illegible, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries made by any other individual or any entity, and/or originating at any other web site, including, without limitation, commercial promotion subscription, notification, and/or entering services, will be declared invalid and disqualified for this Challenge.

WEEKLY PRIZE WINNER AND OVERALL PRIZE WINNER SCORING AND TIEBREAKER

Points will be awarded to Participants for correct Picks in accordance with the following:

- Regular Season Games - 1 point
- Wild Card Round Games - 3 points
- Divisional Playoff Round Games - 4 points
- Conference Finals - 8 points
- Championship Game - 16 points

The Participant with the most points for each week of the American pro football regular season will be deemed a Weekly Prize winner. The Participant with the highest total "net score" at the end of the Challenge Period will be deemed the Grand Prize winner. A Participant's total "net score" will be determined by subtracting the Participant's four (4) lowest weekly scores from their total score for all <%=gstrWeeks %> weeks of the season and playoffs.

Tie-Breakers

In the event of a tie for any Weekly Prize, the tie will be broken as follows: (a) each tied Participant's predicted score from the winning team in that week's designated tie-breaker game will be subtracted from the actual score obtained

by the winning team, and the difference will then be multiplied by itself, **(b)** that Participant's predicted score from the losing team in that week's designated tie-breaker game will be subtracted from the actual score obtained by the losing team, and the difference is multiplied by itself, **(c)** the result in **(a)** is added to the result in **(b)** to obtain the score approximation ("**Score Approximation**"). The tied Participant with the lowest Score Approximation will be deemed the Weekly Prize winner. If a tie remains, the winner will be selected at random from among those still tied.

In the event of a tie for the Grand Prize, the tied Participant with the lowest total Score Approximation for week <%=gstrWeeks %> will be declared the winner, then, if necessary, a random winner will be selected to break the tie.

If a Game is canceled, postponed or forfeited for any reason, or if a game ends in a tie, no points will be awarded for that Game and winner(s) will still be determined as set forth in these Official Rules. If a tie breaker game is cancelled, postponed or forfeited and there is a tie, the winner will be chosen randomly. If an entire week of game play is cancelled or postponed, the Weekly Prize for that week will be determined in a random drawing of all eligible Participants who submitted Picks for that week prior to the week's cancellation in accordance with these Official Rules. If the entire football season is cancelled, the Grand Prize will be determined in a random drawing from among all eligible Participants who submitted Picks in the Challenge prior to the season cancellation in accordance with these Official Rules.

"Pro Football Regular Season Survivor Game" Bonus Game

To participate in the Survivor Game, Participants must visit the Challenge Website each week of the regular season and select one team the Participant believes will win its Game that week. Picks may be made beginning Tuesday leading up to the start of the week's first scheduled game. Each correct selection advances a Participant to the following week to select their winner for that week. If a Game results in a tie, it counts as a win and the Participant will advance. Each team may only be picked by the Participant one time during the regular season. If a Participant fails to pick a winning team for each week during the regular season, they will not be eligible for the Overall Prize or Second Chance Prize (defined below) in the Survivor Game.

In week 18 of the regular season, Participants must also enter a prediction for the winning and losing scores for the week's designated tie breaker game. If you fail to enter a prediction for the week 18 tie-breaker game, your predicted scores for the winning and losing teams will be the average score for the majority of Participants.

The Participant who makes it through the entire regular season predicting a correct winner each week will win the Survivor Game Overall Prize. In the event of a tie for Survivor Game Overall Prize, tied Participant with the lowest Score Approximation for week 18 will be deemed the Survivor Game Prize Winner. If a tie remains, the winner will be selected at random from among those still tied.

Participants with one (1) wrong guess in the Survivor Game will be able to continue to participate and are eligible for the Survivor Game Second Chance Prize. If more than one player makes it through the regular season with only one wrong Pick, the winner will be determined based on the total Overall Contest scores for each tied player through the end of the regular season, and if there is still a tie, then the week 18 "Score Approximation" tiebreaker process for the main game will be used. Participants with two (2) or more wrong guesses can continue to play for fun and will be entered into a drawing from among all Survivor Game Participants with two (2) or more wrong guesses for a chance to win the Survivor Game Fun Prize.

Odds of winning any random drawing contemplated in these Official Rules depend upon the number of tied Participants (in the case of tie-breaker drawings) or the number of eligible entries received (in the case of the Survivor Game Fun Prize).

PRIZES AND APPROXIMATE RETAIL VALUE

WEEKLY CONTESTS: Twenty two (22) Weekly Prize Winners Each Weekly Prize consists of a \$75 USD Visa gift card. ARV: \$75 USD/\$ 92 CAD.

Total ARV of all weekly prizes awarded \$1,650.00/ \$ 2,024 CAD.

Limit one (1) Weekly Prize per Participant.

OVERALL CONTEST: One (1) Grand Prize Winner

A \$5,000 USD check will be awarded to Grand Prize winner. One (1) Grand Prize will be awarded in accordance with these Official Rules. The Promotion Parties reserve the right to substitute any prize with another prize of equal or greater value. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole

discretion of the Sponsor.

The Promotion Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are provided only by the manufacturer, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee. Each winner is responsible for all federal, state and local taxes and may be required to complete an IRS form W-9. Sponsor reserves the right to withhold prizes until completed form W-9 is received.

Survivor Game:

Survivor Game Overall Prize (1): \$500 USD Amazon gift card. ARV: \$500 USD/ \$616 CAD.

Survivor Game Second Chance Prize (1): \$200 USD Amazon gift card. ARV: \$200 USD/ \$246 CAD.

Survivor Game Fun Prize (1): \$100 USD Amazon gift card. ARV: \$100 USD/ \$123 CAD.

Gift cards are subject to the terms and conditions set forth by issuer.

Local Promoters may make available additional prizeing for Challenge winners which may be subject to different eligibility requirements. Local Promoter prize eligibility, prize details and approximate retail value are set forth on the applicable Local Promoter Challenge Website. Organizer is not responsible for the administration or fulfillment of any Local Promoter prizes awarded in connection with the Challenge.

WINNER NOTIFICATION

Weekly Prize Winner: Each potential Weekly Prize Winner will be notified within two (2) days following the last game of the Weekly Contest. Sponsor will attempt to contact the potential Weekly Prize Winner at the email address associated with the Participant's Challenge Website account. Potential prize winners who reside in a Canadian province or territory (exclusive of Quebec) must correctly answer a mathematical skill-testing question to be administered in writing by Sponsor, without aid or assistance. Failure to correctly answer the skill-testing question will result in forfeiture of the prize and an alternative winner will be selected.

Survivor Game Prize Winner and Grand Prize Winner: Each potential Survivor Game Prize and Grand Prize Winners will be notified via email within fourteen (14) days from the end of the Challenge Period. Potential prize winners who reside in a Canadian province or territory (exclusive of Quebec) must correctly answer a mathematical skill-testing question to be administered in writing by Sponsor, without aid or assistance. Failure to correctly answer the skill-testing question will result in forfeiture of the prize and an alternative winner will be selected.

Each potential winner will be required to respond to winner notification and other communications from Organizer within forty-eight (48) hours according to the notice(s) from sponsor or prize may be forfeited (in Organizer's sole discretion).

If any prize, prize notification, or Challenge-related communication is rejected, faulty, or returned as undeliverable or if the potential winner does not respond according to the notification's or Organizer's instructions or otherwise fails to comply with these Official Rules, the prize may, in Organizer's sole discretion, be forfeited and an alternate winner may be selected (time permitting). Sponsor is not responsible for any change in Participant's email address or communications that are segregated into a junk or other folder. Upon prize forfeiture, no compensation will be given and Sponsor will have no responsibility or liability to that Participant. Weekly prizes will be awarded via email to the email address provided at the time of registration. Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate potential winner, if any.

Potential winners may be required to complete, sign, have notarized (if applicable) and return an Affidavit/Declaration of Eligibility and Liability/Publicity Release (unless prohibited by law and as applicable) and tax documents (if applicable)(collectively, "Prize Winner Documents") in the form provided by Sponsor, without revision, or prize may be forfeited. The Prize Winner Documents must be received by Organizer within five (5) days of Organizer sending the documents to the potential winner or other time frame as stated in the Prize Winner Documents, or prize may be forfeited and an alternate winner may be selected. The prize claim and Prize Winner Documents are subject to verification by Organizer. The prize, if legitimately claimed, will be awarded. Organizer will not be obligated to pursue more than three (3) alternate winners (time permitting) for the prize for any reason, in which case that prize may go unawarded.

All prize details not specifically stated in these Official Rules will be determined by Organizer in its sole discretion. All taxes (federal, state, and local, if any) are the sole responsibility of the winner. A Grand Prize winner that reside in the

United States will receive an IRS Form 1099 for the ARV of the prize and Canadian winners will receive an IRS Form W-8 BEN for the ARV of the prize. Grand Prize fulfillment will be coordinated with Grand Prize winner following winner verification.

No transfers, prize substitutions or cash redemptions (except for Grand Prize Winner Prize) will be made, except at Organizer's sole discretion. Sponsor reserves the right to substitute stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prize will be awarded. Participants waive the right to assert, as a cost of winning any prize, any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim said prize.

LIMITATION OF LIABILITY:

To the fullest extent permitted under applicable law, each participant agrees to release, hold harmless, and indemnify each of the released parties from and against any liability whatsoever for injuries or damages of any kind sustained in connection with the acceptance, use, misuse, or awarding of the prize or while preparing for, participating in, and/or traveling to or from any prize- or challenge-related activity including, without limitation, any injury, damage, loss, death or accident to/of person or property. The limitations set forth in this section will not limit or exclude the released parties' liability for personal injury or tangible property damage caused by the released parties, or for the released parties' gross negligence, fraud, or intentional, willful, malicious, or reckless misconduct.

To the fullest extent permitted by applicable law, each winner agrees that the prize is provided as-is without any warranty, representation, or guarantee, express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose.

Each participant understands and agrees that all rights under section 1542 of the civil code of California and any similar law of any state or territory of the united states are hereby expressly waived by him/her. Section 1542 reads as follows:

"Certain claims Not affected by a general release. A general release does Not extend to claims that the creditor Or releasing party does Not know Or suspect to exist in his Or her favor at the time of executing the release And that, if known by him Or her, would have materially affected his Or her settlement with the debtor Or released party."

ADDITIONAL DISCLAIMERS:

Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Participant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible, garbled, mutilated, or misdirected entries, email, mail, or other correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules or the official rules for a Local Promoter Sweepstakes, in any advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications. The Released Parties are not responsible for electronic communications that are undeliverable or otherwise not received or noticed by Participant as a result of any form of active or passive filtering of any kind, or insufficient space in Participant's email or voicemail inbox to receive email or voicemail messages. Released Parties are not responsible, and may disqualify you, if your email address, or other contact information does not work or is changed without prior written notice to Sponsor. Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to continue the Challenge or supply a prize or any part thereof in the event that any of the Challenge activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe

weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

GENERAL RULES:

By entering the Challenge (except where prohibited by law), each Participant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display her or his name, photograph, likeness, voice, prize information, biographical information, any quotes attributable to her or him and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to her or him, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), worldwide, without any limitation of time, and without notice, review, or approval and each Participant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and Participant waives any right to inspect or approve any such use.

Organizer's decisions will be final in all matters relating to this Challenge, including interpretation of these Official Rules, acceptance or rejection of purported entries, determination of the winner, and awarding of the prize. All Participant, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this Challenge. Participant further agree to not damage or cause interruption of the Challenge and/or prevent others from participating in the Challenge. Sponsor reserves the right to restrict or void online entries or participation from any source if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void entries of any Participants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness, or proper play of this Challenge. Organizer's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Challenge-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Participants waive any right to claim ambiguity in the Challenge structure or these Official Rules. If Sponsor determines, at any time and in its sole discretion, that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Challenge is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Challenge and award the prizes from eligible, non-suspect entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. In the event of a dispute concerning the identity of a Participant, the Participant will be declared to be the registered account holder of the email address provided at the time of entry, but only if that person meets all other eligibility criteria, otherwise the entry may, in Organizer's sole discretion, be disqualified and any potential prize won forfeited. A registered account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to Organizer's satisfaction, in its sole discretion, the entry will be deemed ineligible. Caution: Any attempt to damage any online service or to undermine the legitimate operation of the challenge may violate criminal and civil laws. If such an attempt is made, sponsor may disqualify any participant making such attempt and may seek damages to the fullest extent permitted by law.

GOVERNING LAW/DISPUTES/ARBITRATION: you agree that these official rules and your participation in the challenge are governed by the laws of the State of Texas. To the fullest extent permissible by applicable law, both

you and Organizer waive the right to a trial by jury and the right to bring or resolve any dispute as a class, consolidated, representative, collective, or private attorney general action.

The parties each agree to finally settle all disputes associated with this challenge or these official rules only through arbitration; provided, however, the Organizer shall be entitled to seek injunctive or equitable relief in the state and federal courts located in or having jurisdiction over Austin, TX and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. Notwithstanding any provision in the JAMS (defined below) rules to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, collective, or private attorney general action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this promotion will be resolved solely by binding arbitration before a sole arbitrator under the streamlined arbitration rules & procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "demand for arbitration," then either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service who will hear the case. If an in-person hearing is required, then it will take place in Austin, TX, Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA, Dallas, TX, or Toronto, ON (whichever is closest to your residence), or in your hometown, but only if JAMS rules so require. The federal or state law that applies to these official rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions or class arbitrations; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction Austin, TX. Organizer agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event will you seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of the challenge.

Further, in any such dispute, under no circumstances will you be permitted or entitled to obtain awards for, and hereby waive all rights to claim, incidental or consequential damages. The prior limitation on damages is not intended to limit the Released Parties' obligation (if any) to pay prevailing party costs or fees if recoverable pursuant to applicable law.

You and Organizer agree that, in the event that there are fifty (50) or more individual requests for arbitration of a similar nature filed against Organizer within an approximately thirty-day period (or otherwise in close proximity), JAMS will administer all such similarly situated arbitration demands on a collective basis as a single, consolidated arbitration (subject to a single set of fees, proceeding schedule, and – if required – hearing) before a single arbitrator in accordance with the requirements outlined elsewhere in this section, provided that – in the event that the arbitrator deems it impracticable or inequitable to administer all such claims collectively in a single arbitration, (s)he may group demands for arbitration into groups of not fewer than twenty (20) matters, plus a remainder group as needed (or as otherwise deemed by the arbitrator to be practicable, equitable, and in best keeping with the spirit of this provision) and arbitrate each group of matters as a single, consolidated arbitration (either structure a "**Batch Arbitration**"). You and Organizer agree (1) to work with JAMS in good faith to facilitate the resolution of disputes on a Batch Arbitration basis and (2) that requests for arbitration are of a "similar nature" if they arise out of the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. Disagreements over the applicability of this Batch Arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. This Batch Arbitration provision shall in no way be interpreted as authorizing a class or collective arbitration or action of any kind, or any suit or arbitration involving joint or consolidated claims, under any circumstances other than those expressly set forth in this section.

PRIVACY POLICY: For details about how your personal information is collected and used when you participate in this Challenge, you must refer to the applicable Local Promoter's privacy policy posted on the Local Promoter's Challenge Website. For Canadian residents, please note that the personal information supplied by you to enter this Challenge will be hosted on servers in the United States, and the personal information a Participant provides therefore also may be subject to the laws of the United States. Your personal information will be shared with the Organizer for the purposes of administering the Challenge and fulfilling the National Challenge prizes.

WINNER'S LIST: For a list of winners, mail a self-addressed, stamped envelope to: Second Street Media, Inc., 401 Congress Avenue, #1850, Austin, TX 78701. Requests for the winners list must be received within three (3) months of the end of the Sweepstakes Period. Canadian residents can omit return-postage.

ORGANIZER: Second Street Media, Inc., 401 Congress Avenue, #1850, Austin, TX 78701.

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