

THE MUSCLE MILK "UPGRADE YOUR STRENGTH" SWEEPSTAKES AND CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. MESSAGE & DATA RATES MAY APPLY.

ENTRY IN THE MUSCLE MILK UPGRADE YOUR STRENGTH CONTEST AND SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES BY THE PARTICIPANT SUBMITTING THE ENTRY. THE OFFICIAL RULES REQUIRE THAT ENTRANTS WAIVE THEIR RIGHT TO A JURY TRIAL AND THAT DISPUTES ARISING OUT OF OR RELATING TO THIS PROMOTION BE RESOLVED ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, FACEBOOK OR TWITTER

The Muscle Milk "Upgrade Your Strength" Sweepstakes and Contest (collectively the "Promotion") is sponsored by CytoSport, Inc., ("Sponsor"), 555 West Monroe, Chicago, IL 60661 ("Sponsor") and administered by ICF Next, Inc., 420 N 5th St. Fl. 10, Minneapolis, MN 55401 and Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033 ("Administrators").

- 1. PROMOTION PERIOD:** The Sweepstakes begins on January 12, 2021 at 9:00 AM Central Time (CT) and ends on February 5, 2021 at 11:59:59 PM CT ("Sweepstakes Period"). The Contest entry period starts on January 12, 2021 at 9:00 AM CT and ends on February 5, 2021 at 11:59:59 PM CT ("Submission Phase"), and is followed by a judging phase ("Judging Phase"), which begins February 6, 2021 at 12:00:01 AM CT and ends February 12, 2021 at 11:59:59 PM CT. The Sponsor's clock shall be the official device for both the Entry and/or Submission and the Promotion. ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.
- 2. ELIGIBILITY:** This Promotion is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old in most states and nineteen (19) years old in Alabama and Nebraska at the time of entry. Employees of Sponsor, Administrators, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. Any local, state, provincial or other government agency or officials or employees thereof are not eligible to participate. Commercial enterprises and business entities are

not eligible to participate. All federal, state, and local laws apply. Void where prohibited or restricted by law.

- 3. HOW TO ENTER:** Entrants can enter the Promotion for a chance to win one (1) of the fifty (50) Sweepstakes Prizes and/or one (1) Contest Prize. Winning the Promotion Prizes (as defined below) is contingent upon Entrants fulfilling all requirements set forth in these Official Rules (“Rules”).

Sweepstakes Entry. There is one way to enter the Sweepstakes during the Sweepstakes Period. During the Sweepstakes Period, an eligible Entrant must visit <https://upgradeyourstrength.com> (“Website”) and enter his/her valid e-mail address and the information requested on the entry form, which may include, without limitation: his/her first and complete last name (no initials); valid e-mail address; phone number; street address (no P.O. Boxes will be allowed); city, state; and zip code (“Entry”). Upon the successful submission of the registration information or logging on each subsequent day, an Entrant will receive one (1) Entry into the Sweepstakes.

- **Sweepstakes Entry Limit:** There is a limit of one (1) Sweepstakes Entry per person per day. If more than one (1) Entry per day is received from the same person, telephone number and/or e-mail address the Entries may, at the Sponsor’s and/or Administrators’ sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an Entrant is using more than one e-mail address or multiple identities to Entrant in the Sweepstakes, then that Entrant, in Sponsor’s and/or Administrators’ sole discretion, may not be eligible to win a Sweepstakes Prize. A “day” is defined as starting at 12:00 AM CT and ending at 11:59:59 PM CT on a calendar day during the Sweepstakes Period, except on January 12, 2021, when a “day” is defined as starting at 9:00 AM CT and ending at 11:59:59 PM CT. Once entered in the Sweepstakes, Entrants will receive the option to create a Submission for the Contest as well.

Contest Entry. There is one way to enter the Contest during the Submission Phase. During the Submission Phase, an eligible Entrant must visit the [website](#) and register or log-in to enter the Contest. Entrants must then follow the on-screen prompts to upload a photograph showing how the Entrant adapted his/her fitness approach in 2020 and a description of their adapted fitness approach in five hundred (500) characters or less (collectively a “Submission”). The Contest Submission prompt appears immediately following Sweepstakes entry. **All Submissions must comply with the Restrictions outlined below.** Sharing or posting of the Submission on social media, including on Instagram, Facebook or Twitter, will not improve your chances of winning.

- **Contest Limit:** There is a limit of two (2) Submissions per person during the Submission Phase. If more than two (2) Submissions are received from the same person, only the first two (2) Submissions received may be considered valid. An Entrant who attempts to enter

more than the stated limit may be subject to disqualification from the Promotion. If it is discovered or suspected that an Entrant has attempted to enter or upload Submissions using multiple e-mail addresses or identities, all of that Entrant's Submissions may be declared null and void and that Entrant will not be awarded the Contest Prize that he/she might have been entitled to receive and such Contest Prize may be forfeited, at the Sponsor's sole and absolute discretion.

- **NOTE:** By submitting a Submission, each Entrant agrees that his/her Submission conforms to the Submission Requirements set forth within these Rules and that the Sponsor and/or Administrators may, at their sole and absolute discretion, disqualify him or her from the Promotion if the Sponsor and/or Administrator (in their sole discretion) decide that his or her Submission fails to conform to the Submission Requirements and Restrictions or any other provision of these Rules.

4. ("PROMOTION PRIZES"):

- ("**SWEEPSTAKES PRIZES**"): Fifty (50) Entrants (the "Sweepstakes Winners") will each win a 12kg (26.4lb) kettlebell and bundle pack of Muscle Milk (which includes: 24 bottles of Muscle Milk (12 each of vanilla and chocolate). The Approximate Retail Value ("ARV") of each Prize is \$92.00. The total ARV of the Sweepstakes Prizes is approximately \$4,600.00.
- ("**CONTEST PRIZE**"): One (1) Entrant ("Contest Winner") will receive one (1) Muscle Milk Shred Shed and the exercise equipment described below. The ARV of the Contest Prize is \$60,200.00.
 - Approximate Shred Shed Dimensions: 10' W x 8' D x 10' H with a 4' front deck (delivery and on-site assembly and installation included).
 - Shred Shed equipment and amenities may include, but are not limited to:
 - One (1) adjustable workout bench
 - One (1) deep muscle recovery tool
 - One (1) set of resistance bands
 - One (1) squat rack system with plate weights
 - PLYO cushion
 - One (1) iPad for training programs
 - One (1) Punching or training bag (weighted base)
 - One (1) exercise bike
 - Medicine ball and yoga ball sets of various sizes, with racks
 - One (1) set of comprised of one (1) yoga mat and multiple blocks
 - One (1) Muscle Milk refrigerator
 - One (1) set of bluetooth speakers
 - Rubber gym flooring throughout the Muscle Milk Shred Shed

5. SELECTION OF PROMOTION WINNERS AND NOTIFICATION

1) **SWEEPSTAKES WINNER SELECTION**

- (a) On or around February 8, 2021, fifty (50) Entrants will be selected in a random drawing from among all eligible Entries received. There will be fifty (50) Potential Sweepstakes Winners. Odds of winning depend on the total number of eligible Entries received.

2) **SWEEPSTAKES WINNER NOTIFICATION**

- a) An Administrator will contact Potential Sweepstakes Winners via the email addresses or phone numbers the Entrants provided in their Entries. Entrants should keep an eye on their incoming messages and calls and make sure they reply within five (5) calendar days to the message/contact sent by the Administrator.
- b) A Sweepstakes Prize may be forfeited and may be awarded to another Entrant who is selected per the random drawing if (i) Prize notification or Sweepstakes prize is returned as undeliverable, (ii) the Administrator is unable to contact a potential Sweepstakes Winner within five (5) calendar days of the first attempt to contact him or her, (iii) a potential Sweepstakes Winner fails to provide his or her contact information within five (5) business days after notification by the Sponsor, (iv) a potential Sweepstakes Winner is determined by Sponsor or Administrators, in its sole discretion, to be ineligible, (v) a potential Sweepstakes Winner declines the Sweepstakes Prize, or (vi) a potential Sweepstakes Winner is otherwise not in compliance with these Rules.
- c) In the event that no responses are received, no Sweepstakes Prizes will be awarded.
- d) The Sweepstakes Prizes will be fulfilled within approximately four (4) weeks after the conclusion of the Promotion. The Sponsor and Administrators are not responsible for any delay in awarding any Sweepstakes Prizes.
- e) DETERMINATIONS OF THE SPONSOR AND/OR ADMINISTRATORS ARE FINAL AND BINDING.

- 3) **CONTEST WINNERS SELECTION** During the Judging Phase, all eligible Submissions will be judged by a panel of qualified judges selected by the Sponsor ("Judges"). The Judges will score each Submission according to the following weighted judging criteria (collectively, "Semi-Finalist Judging Criteria"):

(i) Benefit of Shred Shed to the Entrant or those around them (worth 50%)

(ii) Creativity of adaptation/overcoming the odds (worth 25%) and

(iii) Engaging photo featuring interesting workout (worth 25%).

The Entrant who submits the one (1) Submission that receives the highest score will be declared the potential Contest Winner. The Contest Winner is a potential winner pending verification of eligibility and compliance with the Rules. In the event of any ties, the Submission with the highest score in the criterion of (ii) Creativity of adaptation/overcoming the odds will prevail. In the event there are still any ties, the tied Submissions will be judged again and the Submission with the highest overall score will prevail. If a potential winner is found to be ineligible or does not comply with these Rules, or otherwise does not accept his or her Contest Prize as awarded, he or she will be disqualified and the Entrant Submission with the next highest judges score will be named a potential winner. Administrators', Judges',

and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the Contest Winner. Judging scores will not be revealed.

4) **CONTEST WINNER NOTIFICATION**

- a) The potential Contest Winner will be notified via the email address included in his or her Entry within five (5) calendar day[s] following the selection of the Contest Winner.
- b) The potential Contest Winner will be required to provide a mailing address, and will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited by law) and a properly executed IRS Form W-9 within five (5) calendar days of notification by the Administrators.
- c) The Contest Prize may be forfeited and may be awarded to another Entrant who is selected per the above judging criteria if (i) **any Contest Prize notification or Contest Prize is returned as undeliverable or is determined to be undeliverable (as determined by the Sponsor and/or Administrators)**, (ii) the Administrators are unable to contact a potential Contest Winner within five (5) business days of the first attempt to contact him or her, (iii) a potential Contest Winner fails to provide his or her contact information within five (5) business days after notification by the Administrator or fails to return an Affidavit of Eligibility, Liability Release and Publicity Release and/or a properly executed IRS Form W-9 within the time specified above, (iv) a potential Contest Winner is determined by Sponsor or Administrators, in its sole discretion, to be ineligible, (v) a potential Contest Winner declines the Contest Prize, or (vi) a potential Contest Winner is otherwise not in compliance with these Official Rules.
- d) The Contest Prize will be fulfilled within approximately four (4) weeks after the conclusion of the Promotion.
- e) The Sponsor and Administrators are not responsible for any delay in awarding the Contest Prize.
- f) DETERMINATIONS OF THE SPONSOR AND/OR ADMINISTRATORS ARE FINAL AND BINDING.

6. **SUBMISSION REQUIREMENTS AND RESTRICTIONS ("RESTRICTIONS").** Each Entrant must ensure that the Entry or Submission does not:

- infringe any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws
- do not include any private information of a third party such as name, address, phone number, email address, and other Personal Data
- does not contain the likeness of anyone who is or who appears to be under the age of 13 or anyone other than the Entrant unless the Entrant has his or her (or parent's or legal guardian's) permission to do so for this Promotion. The Entrant must have permission from all recognizable people who appear in the Entry regardless of their ages. If requested, the Entrant must be able to provide proof of such permission in a format acceptable to the Sponsor and/or Administrator.
- does not include material that violates another's rights (living or deceased), including but not limited to privacy or publicity
- does not disparage the Sponsor, Administrators or any other person or party affiliated with the Promotion

- does not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous or other objectionable material.
- does not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- does not contain any references to alcohol, tobacco, drug paraphernalia, firearms, or any description or representation thereof (including related ingredients).
- does not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Entry or Submission is created.
- does not have any religious or political symbolism or significance (including but not limited to political candidate or party endorsements).
- has not been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

Entrant warrants and represents that:

- the Submission photo is in a JPEG or PNG format.
- the Submission is the Entrant's own, wholly original work, and is the Entrant's own creation and the Entrant warrants that he/she has secured all necessary rights relating to its use and the use of the content in the Entry.
- the Submission or Entry verbal or written content (if any) is in English.
- The Entrant has obtained any and all permissions, if any are required, prior to entry and that Entrant may legally grant all permissions contained within these Rules to Sponsor.
- where the Entry or Submission is uploaded by a minor or includes a minor, the Entrant: a) warrants that Entrant is the parent/legal guardian of such minor and as such granted his/her permission for said minor to Entrant in the Promotion and permits the use of such minor's name, likeness, biography, actions and contributions in the event that any Entry or Submission is submitted by or includes or references any person deemed and b) assumes all legal responsibilities under these Rules of any person deemed.
- the Entrant has the requisite title, license, rights, consent, written permission and/or authority to grant the Sponsor, Administrator and their respective affiliates permissive use any person's name, likeness, biography, actions and contributions Entrant submits as part of their Entry or Submission as delineated in Section 11 of these Rules.
- the Entrant has the requisite title, license, and/or authority to grant the Sponsor, Administrator and its affiliates permissive use of said intellectual property as delineated in Section 7 ("Permissive Use") of these Rules where the Entry or Submission contains an owner or licensor's intellectual property.

The Entrant agrees that the interpretation of each of the above Restrictions shall be subject to the Administrators' or Sponsor's sole discretion. The Administrators and/or Sponsor are not responsible for any lost, late, incomplete, or other Entries or Submissions that do not comply with these Rules and it may be disqualified.

Any attempt by any Entrant to receive more than the stated number of Prizes by using multiple/different email addresses, identities, registrations and logins, or any other methods, as determined by the Administrators or Sponsor in its sole discretion, may void all of that Entrant's Submissions and/or Entries and that Entrant may be disqualified from

this Promotion and any of the Sponsor's other promotions. In the event of a dispute as to the owner of any Entry or Submission, the authorized account holder of the email address will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned to an email account by the entity responsible for doing so. Each Entrant may be required to show proof of being the authorized account holder.

CAUTION: ANY ATTEMPT BY ANY ENTRANT, PERSON, OR ENTITY TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. **PERMISSIVE USE.** You grant the Sponsor, Administrators and any related affiliates or agents unlimited, worldwide, perpetual, irrevocable, and royalty-free right, license, privilege, and permission to record, copy, adapt, film, capture, use, license, transmit, broadcast, exhibit, project, publish, circulate, display, or otherwise exploit, any and all renderings of the Entrant's Submission and/or Entry, name (including any and all nicknames, related names, and aliases), characters, biographies, artist's portrayal of characters, voice, image, likeness, visual representations, any and all attributes of the Entrant's personality, and/or any and all of the Entrant's acts, poses, actions, and appearances (collectively, "Name and Likeness"), and any ancillary use or derivative works on or in connection with any film, audio tape, video tape, audio-visual work, sound recordings, photograph, illustration, animation, broadcast, any derivative works or versions thereof in any media or embodiment now known or hereafter developed, throughout the world the way Sponsor or Administrators deems fit without any consideration or prior notice. Entries and Submissions become the sole property of Sponsor.
8. **ELECTRONIC COMMUNICATIONS.** By submitting an Entry and/or Submission, you agree to communicate for the purpose of the Promotion with the Sponsor and/or Administrators electronically. Through your Entry and/or Submission, you (i) agree that your consent to these Rules is a binding form of your electronic signature and (ii) represent that you have Internet access and a valid email address enabling you access to information pertaining to the Promotion and to receive communications and documents electronically. Your consent is effective unless and until you withdraw it in writing to musclemilkpromo@prizelogic.zendesk.com
9. **TAXES: ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON ANY PROMOTION PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.** Each winner is solely responsible for ensuring that he or she complies with all the applicable tax laws and filing requirements. If a winner fails to comply with such laws, the Promotion Prizes may be forfeited and Sponsor may, in its sole discretion, select an alternative potential Contest and/or Sweepstakes Winner.
10. **PRIVACY.** Entrants acknowledge that they have read and accepted CytoSport's privacy statement and the terms and conditions outlined [here](#). Entrants agree that personal data

including, but not limited to, name, email address, age, location, photo submission, and written submission ("Personal Data") may be:

- collected, processed, stored and otherwise used by the Sponsor and/or Administrators, or any party authorized by them for the purposes of conducting and administering the Promotion or the Promotion Prizes, including Sponsor affiliates.
- used by Sponsor or any party authorized by them, including Sponsor affiliates, to verify a Entrant's identity, postal address and telephone number in the event a Entrant qualifies for any applicable Promotion Prizes as well as to deliver the applicable Promotion Prizes.
- used to fulfill additional terms of the Promotion or to contact an Entrant in response to any question submitted by such Entrant.
- shared by the Sponsor or any party authorized to comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property.

Additionally, we ask that you please keep in mind:

- The data processors are Prize Logic, LLC and ICF Next as the Administrators; the data controller is ICF Next and the data recipients are ICF Next, Prize Logic, LLC and CytoSport, Inc.
- Entrants have a right of access, modification and withdrawal of their Personal Data. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting us as set forth in these Rules. We will send you a confirmation notice once we have processed your change request.
- Entrants also have a right of opposition to the data collection, under circumstances. To exercise such rights, Entrants may send a request by email at: musclemilkpromo@prizelogic.zendesk.com

11. RIGHT TO CANCEL, MODIFY, OR DISQUALIFY. If for any reason the Entry, Submission or Promotion or any portion of either is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the Sponsor's or Administrators' reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any portion of either.

12. NO WARRANTY. THE SPONSOR, ADMINISTRATORS, PROMOTIONAL/PRIZE SUPPLIERS AND ANY RELATED AFFILIATES MAKE NO OTHER WARRANTIES OR REPRESENTATIONS WHATSOEVER RELATIVE TO THE QUALITY, CONDITIONS, FITNESS, OR MERCHANTABILITY OF ANY ASPECTS OF THE PROMOTION PRIZES. No transfer, substitutions or cash equivalent for Promotion Prizes will be allowed, except at the Sponsor's and/or Administrators' sole discretion. The Sponsor and/or Administrators reserve the right to substitute Promotion Prizes, in whole or in part, of equal or greater monetary value if Promotion Prizes cannot be awarded, in whole or in part, as described for any reason.

- 13. LIMITATION OF LIABILITY.** IN NO EVENT SHALL INSTAGRAM, TWITTER, FACEBOOK, THE SPONSOR, THE ADMINISTRATORS, PROMOTIONAL/PRIZE SUPPLIERS OR ANY RELATED AFFILIATES, CLIENTS, PERSONNEL, DIRECTORS, OFFICERS, AGENTS, OR PRINCIPALS (PARTNERS, SHAREHOLDERS OR HOLDERS OF AN OWNERSHIP INTEREST, AS THE CASE MAY BE) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, INCURRED BY ENTRANTS OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE ENTRY, THE PROMOTION PRIZES OR USE OF A PROMOTION PRIZE, EVEN IF THE SPONSOR OR ADMINISTRATORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Sponsor and/or Administrators are not responsible for: (i) lost, late, incomplete, invalid, illegible, unintelligible, damaged, altered, counterfeit, obtained through fraud, late, or misdirected Entries or Submissions, which will be disqualified; (ii) failed, partial or garbled computer transmissions; (iii) technical failures of any kind, including, but not limited to electronic malfunctioning of any network; or (iv) any technical, computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or intervention, error, omission, interruption, detection, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the web site or otherwise whether caused by web site users or by any of the equipment or programming associated with or utilized in the Promotion. The Sponsor and/or Administrators reserve the right, in their sole discretion, to disqualify any Entry or Submission not in compliance with these Rules.

Entrants agree that the Sponsor and/or Administrators shall have no liability for unsuccessful efforts to notify any potential Sweepstakes or Contest Winner, or for any injuries, losses, or damages by reason of the Entrant's participation in the Promotion.

- 14. INDEMNITY AND RELEASE.** By accepting a Promotion Prize, the winner agrees to release and hold harmless the Sponsor, Administrators, Promotional/Prize Suppliers and any related affiliates, clients, personnel, directors, officers, agents, or principals (partners, shareholders or holders of an ownership interest) from any and all liability, loss or damages arising from or in connection with awarding, receipt and/or use of any Promotion Prize or participation in Promotion Prize-related activities, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or winning the Promotion.
- 15. IN CASE OF DISPUTES.** The Sponsor and/or Administrators will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules, and the Sponsor's and/or Administrators' decisions shall be final. If any provision of these Rules is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these rules, which shall remain in full force and effect. The Sponsor and/or Administrators' reserve the right to modify or terminate the Promotion or to make such other decisions regarding the

administration or outcome as the Sponsor and/or Administrators deem appropriate.

- 16. FORUM AND RECOURSE TO JUDICIAL PROCEDURES.** If there is any conflict between any promotional material and these Rules, the provisions of these Rules shall prevail. The resolution of any dispute shall be within Sponsor and/or Administrators' sole discretion. As a condition of entering this Promotion, except as prohibited by law, you agree that: (a) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees or court costs. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. Any legal suit, action, or proceeding arising out of this Promotion or the applicable Rules shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the city of Fairfax and Fairfax County, and the Entrant(s), Sponsor and Administrators irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens.
- 17. WAIVER OF JURY TRIAL.** THE ENTRANT(S), SPONSOR AND ADMINISTRATORS ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY THAT MAY ARISE OUT OF OR RELATING TO THESE RULES OR THIS PROMOTION IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, THE ENTRANT(S), SPONSOR AND ADMINISTRATOR IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE RULES OR THIS PROMOTION. THE ENTRANTS, SPONSOR, AND ADMINISTRATORS EACH CERTIFY AND ACKNOWLEDGE THAT THEY HAVE CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND MAKE THIS WAIVER KNOWINGLY AND VOLUNTARILY.
- 18. CONTACT AND WINNER LIST.** To obtain a list of winners, requests can be made with customer service at <https://prizelogic.zendesk.com/hc/en-us?id=014735>. Winner List requests must be received by April 10, 2021.

Customer Service inquiries may be made at [Contact Us](#).

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