

**Hadestown
Hey Little Songbird Giveaway
Terms & Conditions**

Official Rules

PURCHASE IS NOT NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. VOID WHERE PROHIBITED BY LAW.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM, X (TWITTER), FACEBOOK OR TIKTOK.

POTENTIAL WINNERS WILL BE REQUIRED TO RESPOND TO AN INITIAL NOTIFICATION FROM SPONSOR WITHIN FORTY-EIGHT (48) HOURS AND MAY ALSO BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN FIVE (5) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION, AS MORE FULLY DETAILED BELOW.

BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU, A CLASS-ACTION WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

(1) OVERVIEW:

HADESTOWN's "Gibson Giveaway" ("**Contest**") is sponsored by HADESTOWN BROADWAY LLC ("**Sponsor**"). The contest begins at 8:00 AM EST April 2, 2024 and ends at 11:59:59 pm Eastern Daylight Savings Time on April 9, 2024 (the "**Contest Period**"). Eligible participants (see Eligibility requirements, below) may enter the contest by submitting their rendition of a song from the official HADESTOWN BROADWAY cast recording, tagging @hadestown and use the hashtag **#HeyLittleSongbird**. All Entrant Content you submit, or otherwise distribute in connection with this contest must comply with the "**Submission Requirements**" detailed in Section 4 below and otherwise comply with these Official Rules. Following the close of the Contest Period, one (1) Entrant will be selected as the winner through the randomized selection described below.

(2) ELIGIBILITY:

This contest is open only to legal residents of any one (1) of the fifty (50) United States (“**Territory**”) who are at least eighteen (18) years of age at the date of entry.

Employees, officers, directors, members, managers, agents, and representatives of Sponsor, HADESTOWN BROADWAY LLC, and their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, assigns, and successors in interest, each of their respective advertising, promotion and public-relations agencies, and any other party participating in the development, design, administration, or fulfillment of this contest (collectively, along with Instagram, Tiktok, Facebook and X (Twitter), the “**Released Parties**”), and the immediate families (defined as any spouse, partner, parent, legal guardian, sibling, child, grandparent, or grandchild, regardless of where they reside) and members of the same household (whether legally related or not) of each such individual, are ineligible to participate or win the prize in this contest. Participation in this contest constitutes Entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor. Instagram, TikTok, Facebook and X (Twitter) are referred to collectively in these Official Rules as the “**Social-Media Platforms.**”

(3) HOW TO ENTER:

To enter, you must post a video of yourself singing a rendition of any song featured on the Official HADESTOWN BROADWAYcast album recording and use the hashtag #HeyLittleSongbird on your choice of Instagram, Tiktok, Facebook, or X (Twitter), along with the Required Tags (defined below). Due to technical restrictions and the way that each of the Social-Media Platforms operate, your choice of Social-Media Platform may also require that you tailor your Entry in order to satisfy the requirements of that Social-Media Platform. Entries must be directly uploaded (either to Instagram, Tiktok, Facebook, or X (Twitter)). Entries submitted through Instagram, Tiktok, Facebook or X (Twitter) must include the hashtag “#HeyLittleSongbird” and must tag @hadestown (“Required Tags”). By posting an Entry Post, you are agreeing to these Official Rules. Sponsor may, in its sole discretion, void any purported entry on Instagram, Tiktok, Facebook, or X (Twitter) and/or disqualify you if you do not include both the hashtag #HeyLittleSongbird and the tag @hadestown in your Entry Post. Where distinction is not necessary, Entry Posts may be referred to as “Entries” in these Official Rules. Your Entries may contain Entrant Content in addition to your Entry and the Required Tags, if applicable, (such as a caption or other additional text) provided that all Entrant Content must comply with the Submission Requirements.

Sponsor is not responsible for misspellings, typographical errors, or other issues in any Entrant Content, including those that may affect the ability of Sponsor to locate a purported Entrant Content using a search to find eligible entries. Sponsor may not be able to view purported

Entrant Content, receive or send communications, or otherwise detect participation from or interact with Entrants who have inaccurately submitted their Entrant Content in any way that may interfere with the contest.

ONE ENTRY PER PARTICIPANT DURING CONTEST PERIOD. Sponsor's clock will be the official timekeeper for this contest. Entries must be submitted and received by Sponsor during the Contest Period through the approved submission method described above and in strict accordance with the instructions and restrictions in these Official Rules. Entries that are not both actually visible and timely received by Sponsor will not be entered into the contest. For purposes of this contest, an Entry is "received" when the Entry has been publicly posted on a Social-Media Platform with the hashtag and tagging the account @hadestown during the Contest Period. Purported Entries that are incorrect or incomplete, received outside the Contest Period, or contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void. Those who do not abide by these Official Rules or the instructions of Sponsor or its representatives and provide all required information may, in Sponsor's sole discretion, be disqualified and any entry by such person void. Entries that are fraudulent, forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made on behalf of any other individual or any entity or group, or originating at any online service other than the Website will be declared invalid and disqualified for this contest. As a condition of entering the contest, without limiting any other provision in these Official Rules, each Entrant gives consent for Sponsor and its agents to obtain and deliver their name, address, and other information and content to third parties for the purpose of administering this contest and complying with applicable laws, regulations, and rules. By submitting an entry, Entrant is agreeing that Entrant will be available to attend the HADESTOWN BROADWAY performance on April 16th, 2024 at 7:00PM at the Walter Kerr Theatre in New York City. YOU SHOULD RETAIN A BACK-UP COPY OF THE ENTRANT CONTENT YOU SUBMIT. ANY ENTRY OR ENTRANT CONTENT THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE OFFICIAL RULES MAY, IN SPONSOR'S SOLE DISCRETION, BE DEEMED INELIGIBLE.

(4) SUBMISSION REQUIREMENTS:

All Entrant Content must meet all of the following requirements, as determined by Sponsor in its sole discretion, or the associated entry may be disqualified:

- If your Entrant mentions or depicts any identifiable person other than you, you agree that such person is at least 18 years of age and you have that person's approval to include their name (and, if applicable, likeness or image) in the Entrant Content and submit it in this contest and can provide Sponsor proof of that approval in writing upon Sponsor's request and within the timeframe requested.

- Entrant must not create or imply any association between Sponsor and any individual or entity Entrant's products or services.
- Entrant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or rights of privacy or publicity.
- Entrant Content must not include information or content that is false, fraudulent, deceptive, misleading, defamatory (include trade libel), disparaging, harassing, threatening, profane, obscene, pornographic, hateful, indecent, negative, inappropriate, or injurious to any Released Party or any other party.
- Entrant Content must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state/provincial/territorial, or local laws, rules, or regulations.
- Entrant Content must be suitable for presentation in a public forum.
- Entrant Content must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Sponsor's or any other products or services.
- All Entrant Content posted to a Social-Media Platform must comply with the terms, policies, guidelines, and technical specifications applicable to that Social-Media Platform, including all size restrictions for uploaded content.
- **You agree that your participation in the contest and agreement to these Official Rules and any Released Party's display and use of the Entrant Content will not violate any agreement to which you are a signatory or party and that no such agreement otherwise limits your ability to participate in this contest or the rights granted to Sponsor in these official rules.**
- **You agree to indemnify the Released Parties against any and all claims from any third party for any use by any Released Party of the Entrant Content authorized pursuant to these Official Rules.**

Sponsor reserves the right in its sole discretion to disqualify you from the contest if your Entrant Content – as determined by Sponsor in its sole discretion – refers, depicts, or in any way reflects negatively upon a Released Party, the contest, or any other person or entity or does not comply with these Submission Requirements or any other requirement of these Official Rules.

(5) WINNER SELECTION/NOTIFICATION:

One (1) prize winner will be selected following the official contest period, and contacted via direct message on Social-Media Platform used to submit the Entry.

Potential winner will be notified approximately two (2) days after the end of the Contest Period. The potential winners will be notified in accordance with the procedures outlined below.

In the event winner is ineligible, Sponsor reserves the right to pick a new winner.

On April 9, 2024 the Sponsor will select potential winners in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via the Social Platform used to submit the Entry on or about April 11, 2024.

It is the potential winner's responsibility to accept contacts by Sponsor and to timely check their email address for any messages, or other communications from Sponsor. **Failure to timely RESPOND OR complete any of the steps SET FORTH IN THE NOTIFICATION PROCEDURES above for any reason, including failure by ANY POTENTIAL WINNER to notice or accept COMMUNICATION sent by Sponsor, may result in disqualification OF SUCH POTENTIAL WINNER and SELECTION OF an alternate winner, EVEN IF POTENTIAL WINNERS HAVE ALREADY BEEN PUBLICLY ANNOUNCED.**

Winner will be judged on the following criteria:

- Submission material must be Entrant's rendition of a song from the official HADESTOWN BROADWAY cast album
- Submission must include #HeyLittleSongBird in caption and tag @hadestown

(6) PRIZE, QUANTITY & APPROXIMATE RETAIL VALUE ("ARV"):

One (1) winner will win the following Prize:

- Two (2) tickets to HADESTOWN at the Walter Kerr (219 W 48th St, New York, NY 10036) for a performance on Tuesday, April 16th, 2024 at 7PM Eastern Daylight Savings Time (4/16/24) (\$378 value)
- Two (2) tickets to HADESTOWN FIFTH YEAR CELEBRATION at the Racket (431 W 16th St, New York, NY 10011) on Tuesday, April 16th, 2024 at 10:00PM Eastern Daylight Savings Time (4/16/24) (\$120 value)
- One (1) Gibson wrapped guitar with cast signatures (\$220 value)
- Location of seats to be determined by Sponsor

Sponsor is not responsible for a potential winner's inability to accept or use the prize for any reason. Sponsor is not responsible for transportation or lodging or meals necessary to attend April 16th performance and event. Any federal, state and/or local taxes associated with receipt of the prize are the winner's sole responsibility. No more than the stated prize will be awarded. Sponsor will not replace any lost, mutilated, or stolen prizes or prize elements or any prizes that are undeliverable or do not reach any winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No transfers, prize substitutions, or cash redemptions will be made, except at Sponsor's sole discretion. The winner is strictly prohibited from selling, auctioning, trading, or otherwise transferring any part of the prize, except with Sponsor's permission, which may be granted or withheld for any reason in its sole discretion. Any mailed prize elements will only be

mailed or otherwise provided to the applicable verified winner's address in the Territory, unless Sponsor, in its sole discretion, agrees otherwise. Sponsor reserves the right to substitute any prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including unavailability of the stated prize. Each Entrant waives 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.

THE 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.

(7) LICENSE:

Each Entrant, upon submission of any Entrant Content in this contest, hereby irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Entrant Content submitted as part of the contest, in whole or in part, for any purpose and in any manner or medium now or hereafter known or devised (including, without limitation, optical media, streaming media, film, television, print, interactive devices, mobile media, Internet and online systems), throughout the universe and in any and all languages (including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title, and adapt the same, to combine it with other material and otherwise use and exploit it) without having to give any compensation or attribution to Entrant or any third party, except for the awarding of the prize to the winner in this contest. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Entrant Content, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting any of the foregoing, Sponsor will have the right to use the Entrant Content, name and image in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all so-called "moral rights" (*droit moral*) now or hereafter recognized in connection with their Entrant Content. Entrants acknowledge that, as a condition of being selected as the winner in this contest, Sponsor may request that the Entrant grant Sponsor additional rights in the Entrant Content.

Entrants must maintain the ability to assign additional rights in the Entrant Content to Sponsor free of any limitations, restrictions, or third-party obligations. Entrants agree that Sponsor shall have sole discretion in determining the extent and manner of its use of Entrant Content pursuant to the rights granted to it under these Official Rules and is not obligated to use any Entrant Content.

Each Entrant acknowledges that Entrant Content is not being submitted in confidence or in trust to any Released Party and that no confidential or fiduciary relationship is intended or created. Entrant Content is not confidential and the Released Parties' only obligations to Entrants regarding Entrant Content are as specifically set forth in these Official Rules. Each Entrant acknowledges that the Released Parties and other Entrants may have created ideas and concepts contained in their Entrant Content that may have familiarities or similarities to Entrant's own Entrant Content, and that Entrant will not be entitled to any compensation or right to negotiate with any Released Parties because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate Entrants for their Entrant Content and there is no obligation whatsoever for any Released Party to pay or otherwise compensate Entrants for any of their ideas or materials in any communications with a Released Party. The Released Parties reserve the right to request from Entrant at any time proof that Entrant maintains all necessary rights in their Entrant Content in order to grant the applicable Released Party the rights required herein in a form acceptable to such Released Party. Failure to provide such proof may lead to, among other things, the Entrant being disqualified from the contest.

(8) GOVERNING LAW / RELEASE / INDEMNITY / LIMITATION OF LIABILITY:

VOID WHERE PROHIBITED BY LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants or the Released Parties in connection with the contest will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state/provincial/territorial or federal laws.

EACH ENTRANT AGREES TO RELEASE, DISCHARGE, HOLD HARMLESS, AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, DAMAGES, DISABILITIES, ATTORNEYS' FEES, AND COSTS OF LITIGATION AND SETTLEMENT, AS WELL AS ANY LIABILITY WHATSOEVER, FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH: (i) THE CONTEST; (ii) THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDING OF THE PRIZE; OR (iii) WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO/OF PERSON OR PROPERTY.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION

ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZES AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

(9) DISPUTES / ARBITRATION:

To the extent permitted by applicable law, the parties each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in New York, NY, 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. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this contest or any prize awarded shall 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 the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in New York County. 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; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in New York County, NY, Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing).

Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event shall any Entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of this contest, HADESTOWN Broadway, any advertising or other materials issued in connection with the contest or HADESTOWN Broadway, or any other Released Party property.

(10) ADDITIONAL DISCLAIMERS:

The Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Entrant, 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 entry, email, mail, or contest-related 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, any contest-related 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 or entry information. Released Parties are not responsible for electronic communications that are undeliverable or do not reach Entrant as a result of any form of active or passive filtering of any kind (including, without limitation, rejection or segregation of any Instagram, Tiktok, Facebook or X (Twitter) message based on Entrant's decision not to follow Sponsor's account on such Social-Media Platform or messages from Sponsor that are segregated into an "Other" or similar folder) or insufficient space in a potential winner's email or voicemail inbox. Released Parties are not responsible, and may disqualify an Entrant, if the Entrant's 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, 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 in the event that any of the contest 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, 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.

(11) GENERAL RULES:

By entering the contest (except where prohibited by law), each Entrant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display Entrant's name, photograph, likeness, voice, prize information, biographical information,

any quotes attributable to him or her, 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 anywhere worldwide and in any medium now known or hereafter discovered or devised (including, without limitation, online) without any limitation of time, without further obligation or compensation of any kind, and without notice, review, or approval and each Entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates any Released Party to make use of any of the rights granted herein and winner waives any right to inspect or approve any use made pursuant to the rights granted.

Sponsor's decisions will be final in all matters relating to this contest, including interpretation of these Official Rules, selection of the winner, and awarding of the prize. All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Participants further agree to not damage or cause interruption of the contest and/or prevent others from participating in or engaging with the contest. Sponsor reserves the right to restrict or void entries or other participation from any IP address if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void the entry of any Entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this contest. Sponsor's failure 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 contest-related materials and/or these Official Rules (including any alleged ambiguity, discrepancy, or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Entrants waive any right to claim ambiguity in the contest or these Official Rules. If Sponsor determines at any time 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 contest is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend the contest and award the prize from eligible 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 a 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 an Entrant, the Entrant will be declared to be the registered account holder of the email address associated with the account through which the entry was submitted but only if that person meets

all other eligibility criteria, otherwise the entry may, in Sponsor's sole discretion, be disqualified and any potential prize won will be 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 applicable email address. The potential winner may be required to provide Sponsor with proof that they are the registered account holder of the email address associated with the account from which the potentially winning entry was submitted. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE CONTEST VIOLATES 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.