Additional Promotion Official Rules for Legal Residents of the United States

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION UNLESS OTHERWISE STATED IN THE KEY RULES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING UNLESS OTHERWISE STATED IN THE KEY RULES.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

IMPORTANT! Please read the initial/key official rules ("*Key Rules*") provided with the relevant sweepstakes/prize draw or contest (the "*Promotion*") and the following additional Promotion official rules ("*Additional Rules*" and, together with the Key Rules, the "*Rules*") before entering the Promotion. By entering the Promotion, you (the "*Entrant*") agree to be bound by the Rules and represent that you satisfy all eligibility requirements for the Promotion.

The decisions of the Promoter are final and binding in all matters relating to the Promotion, including interpretation and application of these Rules.

- 1. Eligibility to Enter. THE PROMOTION IS OPEN ONLY TO LEGAL RESIDENTS OF THE JURISDICTIONS IDENTIFIED IN THE KEY RULES (THE "PROMOTION JURISDICTION") WHO ARE ABOVE THE AGE LIMIT IDENTIFIED IN THE KEY RULES AT THE TIME OF ENTRY. To be eligible to win the prize, Entrant's entry must be completed and received by Promoter in compliance with the Rules and all other instructions provided by Promoter. Directors, officers, shareholders, representatives, agents, and employees of Promoter, Promoter's affiliate companies, Promoter's vendors, Promoter's professional advisors, Promoter's advertising and promotional agencies, and each of such employees', officers', shareholders', and directors' immediate family members and/or those living in the same household (whether legally related or not), are not eligible to enter the Promotion or win the prize. For purposes of the Promotion, "immediate family members" are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and "those living in the same household" shall mean people who share the same residence at least three (3) months a year, whether legally related or not. There is a limit of one (1) entry per person, per household, per email account, and per any other applicable account (regardless of entry method) as further described in the Key Rules; multiple entries shall be excluded and disqualified.
- 2. **Odds.** ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED DURING THE PROMOTION PERIOD.
- 3. Promotion Period. The "Promotion Period" begins on the date and time indicated in the Key Rules and ends at the date and time indicated in the Key Rules (the "Deadline"). Entries must be submitted by the Deadline to be eligible to win the prize. Promoter will, in its sole discretion, determine the valid and

official entry time should any discrepancies of time occur. Promoter reserves, in its sole discretion, the right to extend the Promotion Period for whatever reason without notification.

- 4. How to Enter. To enter the Promotion, an Entrant must comply with the entry procedures stated in the Key Rules (each, an "*entry*") prior to the Deadline. The Released Parties (as defined below) may run multiple campaigns, contests, sweepstakes, prize draws, or other promotions simultaneously. Entry into one (1) campaign, contest, sweepstakes, or prize draw does not constitute entry into any other.
- 5. **Inappropriate Entries**. If applicable, Promoter may reject and disqualify entries that, in Promoter's sole and absolute discretion: (a) violate or infringe any laws, regulations, or rights, including any intellectual property, publicity, or privacy rights; (c) are missing required information; (d) contain any personally identifiable information, personal data, or personal information about any individual other than the Entrant, including another person's address, phone number, email address, credit card number, or any information that may be used to track, contact, or impersonate that individual; (e) are sexually explicit, indecent, obscene, vulgar, discriminatory, or contain any other offensive subject matter; (f) are counter to public order and/or morals; (g) contain false, misleading, or potentially defamatory information; (h) make unauthorized or fraudulent use of a third party's name, identity, information, or likeness; (i) are of low visual or audio quality or are otherwise difficult to evaluate; (k) violate any rule or condition in the Rules or terms on any applicable Social Media Platform (defined below); (I) contain viruses, Trojan horses, or harmful or malicious code, or could otherwise adversely impact the Promotion, users of the website or applicable Social Media Platform, or any other person or entity; or (m) are otherwise damaging or detrimental to Promoter or any third party. Promoter Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts, or otherwise may result in the Entrant being disgualified. Entries generated by a script, computer program, or macro and/or by programmed, robotic, or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, deceptive, or otherwise not in compliance with the Rules may be disgualified from the Promotion at Promoter's sole and absolute discretion. Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Rules or other instructions of Promoter may be disqualified.
- 6. Winner Selection. Promoter shall select the number of prize winners (each, a "Winner") indicated in the Key Rules. Promoter shall select the Winner(s) in a random drawing from among the eligible Entrants in the manner described in the Key Rules. Only eligible Entrants will be eligible to win the prize.

- 7. **Prizes**. The Winner shall receive the prize identified in the Key Rules. Features of the prize(s) shall be selected by Promoter, in its sole discretion, and may vary from photos or images, if any, shown in the Promotion materials and advertising, including the Promoter's website. Entrants may not win or receive more than one (1) prize per Promotion unless otherwise indicated in the Key Rules. Prizes are not transferable unless otherwise indicated in the Key Rules. No substitutions or exchanges (including for cash) of the prize will be permitted, except that Promoter reserves the right to substitute prize of equal or greater value for the prize listed in the Key Rules. Actual retail value of prize may vary due to market conditions at the time prize are awarded. The prize is awarded "AS IS" and WITHOUT ANY WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose (unless prohibited by law). The approximate retail value ("ARV") of the prize(s) is based on available information provided to Promoter and the value of any prize awarded to a Winner may be reported for tax purposes as required by law. The prize, if legitimately claimed, will be awarded. If a Winner does not accept or use the entire prize by 19 December 2022, the unaccepted or unused part of the prize will be forfeited and the Released Parties will have no further obligation with respect to that prize or portion of the prize. The Released Parties are not responsible for and Winner will not receive the difference, if any, between the actual value of the prize at the time of award and the stated ARV in these Rules or in any Promotion-related correspondence or material. Reference to third parties in connection with prizes are for reference and identification purposes only and not intended to suggest endorsement, Sponsorship, or affiliation with Promoter or the Promotion.
- 8. Trip Prize Terms. As Promoter is awarding a trip as a prize in the Promotion (a "Trip Prize") the following terms apply: The actual retail value of the Trip Prize may vary depending on the point of departure, travel dates, and fare/rate fluctuations. If the actual value of the Trip Prize is less than the stated ARV, Promoter will not award the difference to the Winner. All travel arrangements must be made through the Promoter or Promoter's designee; provided, however, Winner will be responsible for booking economy airfare for Winner and Travel Companion in connection with Trip Prize and may seek reimbursement for the costs up to maximum amount set for this element of the prize from Promoter's designee. Any flight upgrades are at the sole expense of Winner. Certain restrictions and blackout dates may apply. The Winner of the Trip Prize ("Trip Prize Winner") must travel as and when designated by Promoter or the Trip Prize may be forfeited and an alternate Trip Prize Winner chosen. The Trip Prize Winner and the Trip Prize Winner's designated travel companion ("*Travel Companion*") must travel together on the same itinerary and possess all required travel documents, including visas and valid passports. It is the responsibility of the Trip Prize Winner and the Travel Companion to provide and maintain proper documentation and travel documents (including government-issued picture identification, passport, visas, etc.). Unless expressly approved in advance in writing by Promoter, Travel Companions must be at least eighteen (18) years of age in their state/jurisdiction of residence as of the date of departure. Once a Travel Companion is selected, Travel Companion may not be substituted, except in Promoter's sole and absolute discretion. Travel Companions must execute liability/publicity releases prior to

the issuance of travel documents (except where prohibited by law). The Trip Prize Winner and any Travel Companions are responsible for obtaining travel insurance (and all other forms of insurance) at their option and cost and hereby acknowledge that Promoter has not and will not obtain or provide travel insurance or any other form of insurance. All aspects of the travel portions of the Trip Prize must be conducted on such dates as determined by Promoter in its sole and absolute discretion. The dates of departure and return are subject to change at Promoter's sole and absolute discretion. All train, ground transportation, and similar tickets/reservations are subject to route and modeof-transportation variation, work stoppages, and schedule or route changes. Promoter reserves the right to structure travel routes and select hotels in its sole and absolute discretion. Promoter is not responsible for any cancellations, delays, diversions, substitutions, or any other acts or omissions whatsoever by air, rail, or other carriers, hotels, venue operators, transportation companies, prize providers, or any other persons or entities providing any Trip Prize-related transportation, services, or accommodations. Promoter is not liable for any missed prize events, opportunities, or expenses incurred as a consequence of flight or ground transportation cancellation or delay. No refund or compensation will be provided in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Promoter. The Trip Prize Winner may be required to provide a credit card at the time of hotel check-in. Travel and lodging are subject to availability. Additional prize award details and travel information will be provided to the Trip Prize Winner at the time of Trip Prize notification. Travel is subject to these Rules and any terms and conditions set forth by Promoter's transportation carrier(s), accommodation providers, and travel service providers of choice. Lost, stolen, or damaged transportation tickets, travel vouchers, certificates, or other Travel Prize-related documents or materials will not be replaced or exchanged. All expenses not specifically mentioned in the Key Rules are not included as part of any Trip Prize package and are solely the Trip Prize Winner's responsibility, including, but not limited to: hotel taxes, additional ground transportation, travel insurance, room service, bag check fees, parking fees, laundry service, food, beverages, merchandise, souvenirs, telephone calls, tips, gratuities, and service charges. Transportation carrier and accommodation regulations and conditions apply. Trip Prize Winner and Travel Companion may be required to comply with Covid-19 protocols (e.g., wear masks at all times, have a vaccine or show proof of vaccination) as required by Promoter or prize providers.

9. Winner Notification. Promoter shall notify the potential Winner via the Winner's email account, or as otherwise stated in the Key Rules in no event more than 30 days after the Deadline (the "Notification Package"). No reply email by the Winner within five (5) days will result in disqualification. To be eligible to receive a prize, the Winner must follow the instructions contained in the Notification Package and respond with the information and documents requested (including taking a selfie with their passport next to their face) prior to the date specified in the Notification Package or, if no such date is specified, within a reasonable time. Travel Companion selected must sign and return information and documents as indicated in the Notification Package. The requested documents must be sent to Promoter at the address specified in the Notification Package and must be received by Promoter by the date specified

or, if no date is specified, within a reasonable time. If a Winner fails to provide the requested information or documents according to the instructions provided in the Notification Package, or if the requested documents are not signed by an appropriate party or are not received by Promoter by the specified date, the Winner shall be deemed disgualified and will forfeit Winner's eligibility. Entrant must submit Entrant's own name, age, email address, cell phone number, address, place of residence, and/or other information, as requested by Promoter. Entrant may not impersonate any other person or entity or submit false or misleading information. Entrants who tamper with the operation of the Promotion or engage in any conduct that is detrimental or unfair to Promoter, any Released Party, any other Entrant, or any other person are subject to disqualification. Promoter reserves the right to disqualify persons whose eligibility is in question. Promoter reserves the right to disqualify persons who have been disqualified for misconduct from any other Promoter promotion, or from any promotion of any of Promoter's affiliates. As a condition of being awarded the prize. Winner may be required to execute and deliver to Promoter a signed Affidavit of Eligibility, an acceptance of the Rules, a release of liability, and/or any other agreements or releases. Promoter may also require, in its sole discretion, to have any requested documents notarized by the Winner. In the event of a dispute about the identity of an Entrant who entered with an online account, entries shall be deemed to have been made by the authorized account holder of the relevant account at the time of entry, as determined by Promoter in its sole and absolute discretion. An authorized account holder is the natural person who is assigned the account by the relevant service provider. A potential Winner may be required to provide proof that Entrant is the authorized account holder of the account associated with the winning entry. In the event a dispute regarding the identity of the authorized account holder who actually submitted an entry cannot be resolved to Promoter's satisfaction, the affected entry will be deemed ineligible.

- 10. Effect of Disqualification. If a Winner forfeits or is disqualified for any reason, the Winner will not receive any prize. In the event that a Winner forfeits or is disqualified, Promoter may select an alternate Entrant as a replacement for the disqualified or forfeited Winner using the Winner-selection procedure in the Key Rules, or Promoter may elect to hold another Promotion Period to pick an alternate Winner, or Promoter may, subject to applicable law, elect not to award the prize at all, all at Promoter's sole discretion.
- 11. General Release. BY ENTERING THE PROMOTION, ENTRANT AGREES TO RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS THE PROMOTER, ANY PERSON OR ENTITY THAT PROVIDED SERVICES RELATED TO THE PROMOTION, ANY PERSON OR ENTITY THROUGH WHICH ENTRANT POSTED, OBTAINED, OR SUBMITTED MATERIALS IN CONNECTION WITH THE PROMOTION ONLINE SERVICE PROVIDERS, MOBILE NETWORKS, ETC.), ANY PERSON OR ENTITY THAT PROVIDED PRIZES FOR THE PROMOTION, AND ANY OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, VENDORS, AND AGENCIES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND

AGAINST ANY LIABILITY WHATSOEVER, AND WAIVE ANY AND ALL CAUSES OF ACTION FOR ANY CLAIMS, COSTS, INJURIES (UP TO AND INCLUDING BODILY INJURY AND DEATH). LOSSES, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: (I) ENTRANTS' PARTICIPATION IN THE PROMOTION (INCLUDING TRAVEL TO/FROM ANY PROMOTION ACTIVITY OR PRIZE); (II) ANY ACCEPTANCE, POSSESSION, MISUSE, OR USE OF ANY PRIZE (INCLUDING, WITHOUT LIMITATION, LOSSES, DAMAGES, OR INJURIES TO ENTRANT'S OR ANY OTHER PERSON'S EQUIPMENT OR OTHER PROPERTY, OR TO THEIR PERSONS, INCLUDING THOSE ARISING FROM ANY TRAVEL TO/FROM ANY PROMOTION ACTIVITY OR PRIZE); (III) ANY VIOLATION OF RIGHTS OF PUBLICITY OR PRIVACY, CLAIMS OF DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, OR CLAIMS BASED ON INFRINGEMENT OF INTELLECTUAL PROPERTY; (IV) ANY PRINTING, TYPOGRAPHICAL, HUMAN, OR OTHER ERROR IN THE PRINTING, OFFERING, SELECTION, OPERATION, OR ANNOUNCEMENT OF ANY PROMOTION ACTIVITY AND/OR PRIZE; (V) ANY LATE, LOST, MISROUTED, GARBLED, OR DISTORTED OR DAMAGED TRANSMISSIONS OR ENTRIES; (VI) ANY TELEPHONE, ELECTRONIC, HARDWARE, SOFTWARE, NETWORK, INTERNET, OR OTHER COMPUTER- OR COMMUNICATIONS-RELATED MALFUNCTIONS OR FAILURES; OR (VII) ANY PROMOTION DISRUPTIONS, INJURIES, LOSSES, OR DAMAGES CAUSED BY EVENTS BEYOND THE CONTROL OF PROMOTER OR THE RELEASED PARTIES, WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR ANY OTHER THEORY.

- 12. Class-Action Waiver. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON AVAILABLE REMEDIES, SO THE FOLLOWING MAY NOT APPLY TO YOU. AS A CONDITION OF PARTICIPATING IN THE PROMOTION, ENTRANT AGREES THAT ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE RULES AND THE PROMOTION, OR ANY COMPENSATION OR CREDIT TO BE PROVIDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.
- 13. Use of Entrant's and Winner's Name, Likeness, Etc. Except where prohibited by law, entry into the Promotion constitutes the right and permission for Promoter and Promoter's affiliates and licensees to use the Winner(s)' names, account names, avatars, profile images, likenesses, prize information, and/or other information (collectively, "*Name and Likeness*") in connection with the Promotion in all forms of media and by any and all means (now and hereafter known), and on and in connection with related products, services, advertising, and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice, or consideration, except for the awarding of the prize(s) to the Winner(s). As a condition of being awarded any prize, except where prohibited by law, Winner(s) may be required to execute a further consent to the use of their Name and Likeness for promotional purposes without further permission or compensation. Winner hereby warrants and represents that Entrant owns all rights to Entrant's Name and Likeness. Except where prohibited by law, Promoter or Promoter's affiliates

may publicly announce or display the Name and Likeness of the Winner on Promoter's webpage, Promoter's social media channels, or elsewhere online or offline. Entrant gives consent for Promoter to obtain and deliver Entrant's name, address, and other information to third parties for the purpose of administering the Promotion and to comply with applicable laws, regulations, and rules. Any information Entrant provides to Promoter may be used to communicate with Entrant in relation to the Promotion or on a Promotion winners' list.

- 14. **Governing Law and Venue**. To the extent permitted by law, all issues and questions concerning the construction, validity, interpretation, and enforceability of the Rules or the rights and obligations of the Entrants, Promoter, or Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws. If either: (i) the Entrant is not a legal resident of the United States or (ii) the arbitration provisions of Section 16 do not apply to the Entrant for any reason, then Entrant agrees to the exclusive jurisdiction and venue of the courts of Commonwealth of Massachusetts for any disputes arising out of the Rules or the Promotion.
- 15. Limitation of Liability. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY, SO THE FOLLOWING MAY NOT APPLY TO YOU. BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) 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; AND (B) 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.
- 16. U.S. Residents Are Subject To Binding Arbitration. This Section applies only to legal residents of the United States of America. The Promoter and the Entrants each agree to finally settle all disputes arising out of or related to the Promotion only through arbitration; provided, however, the Promoter shall be entitled to seek injunctive or equitable relief in the state and federal courts in the Commonwealth of Massachusetts 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 the Promotion shall be resolved solely by binding arbitration at a venue in Boston, Massachusetts, United States, before a sole neutral arbitrator under the streamlined Arbitration Rules Procedures in effect

as of the first day of the Promotion Period 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. Notwithstanding anything to the contrary in this Section 16, the JAMS consumer arbitration minimum standards will apply if Entrant is a "consumer" as defined by JAMS, which standards include the right to an inperson hearing in Entrant's hometown area. The federal or state law that applies to these Rules will also apply during the arbitration. Where permitted by the arbitrator, each party to the arbitration may appear at an arbitration proceeding by telephone. Entrant and Promoter will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules. If applicable arbitration rules or laws require Promoter to pay a greater portion or all of such fees and costs in order for this Section 16 to be enforceable, then Promoter will have the right to elect to pay the fees and costs and proceed to 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 Boston, Massachusetts. If Entrant prevails in a claim against Promoter, then Promoter agrees to reimburse Entrant for all arbitration fees (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing and excluding all attorneys' fees and costs). The arbitrator's decision must consist of a written statement stating the disposition of each claim and must provide a statement of the essential findings and conclusions on which the award (if any) is based. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties. This section does not preclude either party from seeking remedies in small claims court for disputes within the scope of such court's jurisdiction.

17. Force Majeure and other Amendments/Modifications. Promoter reserves the right to change, suspend, or cancel the Promotion if, in Promoter's sole discretion, intervening circumstances warrant such change, suspension, or cancellation. Intervening circumstances, include, but are not limited to, strikes, labor disputes, war, insurrections, revolutions, terrorism, riots, or other civil disturbances. earthquakes. fires, floods, or other natural disasters, governmental restrictions, embargoes, or other exercises of governmental authority, pandemics (including, but not limited to, Covid-19 or Coronavirus), epidemics, unavailability of supplies, components, or materials, viruses, network disruptions, bugs, or unauthorized human intervention, or any other cause beyond Promoter's control. Promoter reserves the right to amend the terms and conditions set forth in the Rules without notice for any other reason; however, the remaining terms in the Rules remain in full force and effect, and all rights and obligations set forth herein and any amendments shall be binding upon Promoter, Entrants, and Winner(s), should such change take place.

- 18. Taxes, Costs, Fees, and Compensation. It is each Winner's sole responsibility to file winning prizes with the appropriate tax authorities or other governmental entities, should the Winner be required by law to do so. ALL APPLICABLE TAXES, OR OTHER COSTS OR FEES, ASSOCIATED WITH ENTERING THE PROMOTION OR THE RECEIPT OR USE OF ANY PRIZE(S) ARE THE SOLE RESPONSIBILITY OF THE ENTRANTS AND THE WINNER(S). IN NO EVENT WILL PROMOTION ENTRANTS OR WINNER(S) BE ENTITLED TO ANY FEE, ROYALTY, OR OTHER COMPENSATION (OTHER THAN THE PRIZE FOR WINNER(S)) OF ANY KIND AS A RESULT OF THE PROMOTION. BY ENTERING, EACH ENTRANT (AND, IF A MINOR, ENTRANT'S PARENT OR LEGAL GUARDIAN) IRREVOCABLY WAIVES ANY RIGHT TO COMPENSATION FOR PROMOTER'S AND PROMOTER'S AFFILIATES' USE OF SUCH ENTRANT'S NAME AND LIKENESS IN ACCORDANCE WITH THESE RULES. Each Entrant and Winner should consult with professional financial, legal, and/or other advisors, if necessary. The Winner(s) may be required to provide Promoter with a valid tax identification number or social security number (if residing in the U.S.) before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winner for the actual value of the prize(s) received.
- 19. Legal Compliance. Each Entrant and Winner shall comply with all applicable laws and regulations at all times.
- 20. Waiver and Severability. Promoter's failure to enforce any term of these Rules shall not constitute a waiver of that provision. If any term, condition, or provision in the Rules is found to be invalid, unlawful, or unenforceable to any extent, the invalid term, condition, or provision shall be severed from the remaining terms, conditions, and provisions of the Rules, which shall continue to be valid and enforceable to the fullest extent permitted by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy, or terms of use on any website, social media platform, or application and/or the terms and conditions of the Rules, the Rules shall prevail, govern, and control and the discrepancy will be resolved in Promoter's sole and absolute discretion.
- 21. Applicable Terms of Service and Privacy Policies. By participating in the Promotion, Entrant agrees to be bound and abide by Promoter's terms of service, privacy and cookies policies, and all other applicable terms of service and policies. Such policies can be reviewed at the Promoter's website. Entrant further agrees to be bound and abide by the terms of service, privacy policies, and all other applicable terms of service or policies of any entity that Entrant may or must use in connection with Entrant's entry in the Promotion. To the extent of a conflict between such policies and terms outlined in this Section and these Rules, these Rules will govern and control in all respects.
- 22. <u>Entry Information</u>. Information collected from Entrants on the entry form will be subject to Promoter's privacy policy, available at <u>https://www.ifaw.org/about/legal.</u>

- 23. **Copyright Notice**. The Promotion, Key Rules, and all accompanying materials are copyright by Promoter unless otherwise indicated. These Additional Rules are copyright by IFAW, Inc. All Rights Reserved.
- 24. Winners' List/Promotion Rules Request. For a copy of the Winners' list, send a stamped, self-addressed, business-size envelope within two (2) months after the Deadline to Promoter at the address listed below (IFAW US, Attention: Tracy Weeks Winners' List) and provide the name, date, and URL of the Promotion. Winners' lists may not identify Winners that are residents of certain jurisdictions if disclosure of such information is prohibited by applicable law. To obtain a copy of the Rules, send a stamped, self-addressed, business-size envelope to Promoter at the address listed below (IFAW US, Attention: Tracy Weeks Promotion Rules) and provide the name, date, and URL of the Promotion.
- 25. **Document Hierarchy**. If there is any conflict between the Key Rules and the Additional Rules, the Key Rules shall control.
- 26. **Promoter**. The "*Promoter*" of the Promotion is International Fund for Animal Welfare, Inc. (IFAW) 290 Summer Street, Yarmouth Port, MA 02675.