

## AVA MAX SWEET BUT PSYCHO HALLOWEEN DANCE CHALLENGE CONTEST - OFFICIAL RULES

The Ava Max Sweet But Psycho Halloween Dance Challenge Contest (the "Contest") is sponsored by Atlantic Recording Corporation, 1633 Broadway, New York, NY 10019 ("Atlantic") (the "Sponsor"), and promoted and operated through the Contest website located at [www.avamax.com/dancechallenge](http://www.avamax.com/dancechallenge) (the "Contest Site"). The Contest begins on September 25, 2018 at 11:00 a.m. Eastern Daylight Time ("EDT") (the "Start Date"), and ends on October 15, 2018 at 11:59 p.m. EDT (the "End Date") (such period, the "Contest Period"). BY ENTERING OR OTHERWISE PARTICIPATING IN THE CONTEST, ALL ENTRANTS AND OTHER PARTICIPANTS AGREE TO ABIDE BY THESE OFFICIAL RULES, WHICH ARE FINAL AND BINDING ON ALL MATTERS PERTAINING TO THIS CONTEST.

### 1. ELIGIBILITY AND REGISTRATION TO PARTICIPATE IN THE CONTEST.

**a. Eligibility in General.** NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. The Contest is open to any individual who is, as of the Start Date, (i) a legal resident of one of the forty-eight (48) United States or the District of Columbia, excluding Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands and all other United States territories (the "Eligibility Area") and (ii) 18 years old or older. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE OTHERWISE PROHIBITED BY LAW (certain states may impose additional eligibility restrictions). Misrepresentation of age, upon discovery by Sponsor, will disqualify the applicable participant. Employees, officers, directors, shareholders, agents, and representatives of Sponsor, Warner Music Inc., and their respective affiliates (including without limitation, for Sponsor and Warner Music Inc., their respective labels and artists), licensors, and advertising and promotional agencies (the foregoing entities, the "Contest Entities") and the immediate family members and members of the same households of any such employees, officers, directors, shareholders, agents, and representatives, are not eligible to participate in the Contest in any manner except as otherwise expressly provided herein (e.g., as non-Entrant individuals judging Entries during specific stages of the Contest) or to win any prize. Sponsor reserves the right, at any time and in its sole discretion, to refuse to allow any individual to participate or continue to participate in the Contest, or to disqualify any individual it suspects to be tampering with the entry process or the operation of the Contest, or the Contest Site; to be in violation of any terms and conditions governing the Contest (collectively, "Terms of Use") or any of the privacy policies governing the submission of information in connection with the Contest (collectively, "Privacy Policy"); to be in violation of these Contest rules (the "Official Rules"); to be acting in bad faith, or in a non-sportsmanlike or disruptive manner; or to be annoying, abusing, threatening, or harassing any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST SITE OR TAMPER WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE PARTICIPANT(S) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION. By participating in the Contest in any manner, you agree to be bound by these Official Rules and by all decisions of Sponsor, which decisions shall be final and binding in all respects. Sponsor reserves the right to disqualify any Entrant (as defined herein) if, in Sponsor's sole discretion, such Entrant is ineligible, unable, or unwilling to continue his or her participation in the Contest.

**b. Registering to Participate in the Contest.** Beginning on the Start Date, entrants desiring to enter the Contest ("Entrants") may enter (the "Entry") by recording a video of themselves dancing to "Sweet But Psycho" and uploading it to YouTube using the following hashtag: #SweetButPsychoDanceChallenge and submitting an entry form. After an Entrant submits the Entry, such Entrant will be entered into the Contest for a chance to win. Submitting one or more Entries will not increase the odds of winning the Prize. By participating in the Contest, each Entrant is confirming that they have read and agree to comply with: (i) these official rules; (ii) Atlantic's terms of use, located at <http://atlanticrecords.com/terms-of-use/>; and (ii) all other Contest requirements. Additionally, by participating in the Contest, each Entrant is confirming that they have read and understand Atlantic's privacy policy, located at <http://atlanticrecords.com/privacy-policy/>. Joint entries are not accepted. Entrants may submit only one Entry. In the event of a dispute as to the origin of an Entry, the authorized

account holder of the email address associated with the Entry will be deemed to be the Entrant. Each Potential Winner (defined below) may be required to show proof of being the authorized email address account holder, as determined by Sponsor in its sole discretion.

## **2. SUBMISSIONS.**

**a. Submission Materials and Entries.** An Entrant's participation in the Contest involves the submission of Entrant's visual materials as indicated on the Contest Site (such materials, Entrant's "Submission Materials"). Once the Submission Materials have been deemed entered into the Contest by Sponsor in its sole discretion, such Submission Materials will be deemed to be an "Entry" by such Entrant for purposes of the Contest.

**b. Submission Requirements.** In order to be deemed eligible for the Contest, all of an Entrant's Submission Materials must meet all of the following requirements (collectively, the "Submission Requirements"): (i) all Submission Materials must comply with all of the terms, conditions and requirements set forth in these Official Rules, the Submission Agreement, and the Terms of Use; and (ii) all Submission Materials must be submitted through the field indicated on the Contest Site designated for Contest submissions, and must adhere to the individual and total file size and file length limitations, file type requirements, and other criteria and limitations set forth therein.

**c. Submissions.** Submission Materials may be submitted to the Contest during the Contest Period. **LIMIT ONE (1) SUBMISSION OF SUBMISSION MATERIALS PER ENTRANT DURING THE CONTEST PERIOD.** All Submission Materials will be deemed to be non-confidential and may be used on a non-restricted basis. Submission Materials may be made available for public viewing via the Contest Site at any time after submission, in Sponsor's sole discretion. All Submission Materials must be the submitting Entrant's original, sole work. Any Submission Materials that fail to fulfill all of the Submission Requirements, eligibility criteria, and other requirements set forth in these Official Rules may, upon Sponsor's discovery of such failure, be subject to disqualification from the Contest and may not be entered into the Contest. No changes may be made by Entrant to Submission Materials once they have been submitted, therefore, please ensure that your Submission Materials are in compliance with these Official Rules before submission. No responsibility is assumed by Sponsor for lost, late, incomplete, illegible, inaccessible, corrupted, or otherwise unusable Submission Materials or Entries; any computer, telephone, cable, network, satellite, server, service provider, electronic or Internet hardware or software malfunctions, email server malfunctions, failures, connections, or availability; garbled or jumbled files or transmissions; service provider, Internet, web site, or software inaccessibility or unavailability (including any inaccessibility or unavailability of the Contest Site); Internet traffic congestion; or unauthorized intervention. Throughout the Contest Period, Sponsor shall have the right to take whatever actions Sponsor deems necessary or appropriate in its sole discretion to protect the Contest Entities and the operation of the Contest, including without limitation the disqualification of the Entrant who submitted such Submission Materials or to whom such Entry is attributable.

## **3. THE CONTEST.**

**a. Determining the Winner.** On or about October 26, 2018 (the "Winner Determination Period"), Sponsor will review eligible Entries for conformity to the rules and will select one (1) potential winner ( a "Potential Winner"). Entries will be judged based on various criteria including, but not limited to, creativity and artistic talent. For the avoidance of doubt, each Potential Winner will be selected only from amongst those who complied with all of the requirements for participation in the Contest. Once the Potential Winner completes the Clearance Process defined below (which may include submitting a fully completed Affidavit of Eligibility and Release) a Potential Winner will be named a "Winner". The Winner's Entry may be made available for public viewing via the Contest Site at any time after the Winner has been selected, in Sponsor's sole discretion. In connection therewith, no amounts or other consideration shall be due to Entrant for any exploitation of the Winner's Entry. The Winner will be awarded the "Prize" (described below). **NO ENTRANT WILL BE DEEMED TO BE A WINNER OR RUNNER UP WINNER, OR WILL BE AWARDED ANY PRIZE, UNLESS AND UNTIL SUCH ENTRANT'S ELIGIBILITY HAS**

BEEN VERIFIED BY SPONSOR IN ITS DISCRETION, ENTRANT HAS BEEN NOTIFIED THAT SUCH VERIFICATION IS COMPLETE, AND ENTRANT HAS COMPLIED WITH ANY SPONSOR REQUIREMENTS.

**b. Clearance Process.** The Potential Winner must complete the Clearance Process within two (2) days from the moment of notification to receive the Prize (defined below). Without limiting the foregoing and only if applicable, any Potential Winner who is a minor in his or her state of residence will be required to have his or her parent or legal guardian affirm in writing such Potential Winner's acknowledgement and agreement to the Official Rules, in order to continue to participate in the Contest. Return of any Prize notification as undeliverable will result in disqualification and selection of an alternate Winner. If a Potential Winner does not reply to the notification within two (2) days of its issuance, is ineligible, or cannot or does not comply with the Official Rules, he/she will be disqualified, the Prize will be forfeited and an alternate Winner may be selected, at Sponsor's discretion. Sponsor reserves the right to provide an independent third party (the "Auditing Entity") with any Entry submitted by such Potential Winner in order that such Auditing Entity may examine such Entry and confirm, subject to its and Sponsor's discretion, that such Entry complies with these Official Rules. In the event that any Potential Winner elects to end his or her participation in the Contest, is unable to participate further in the Contest for any reason, or is, in Sponsor's sole discretion, deemed to be ineligible to participate, Sponsor reserves the right to select an alternate Potential Winner in its sole discretion.

**c. Prize.** The prize for the Winner (the "Prize") will consist of two (2) round trip, economy class, airfare tickets from a major airport near the Winner's residence in the United States (as selected by Sponsor in its sole discretion) (Approximate Retail value ("ARV") \$1500); (ii) hotel accommodations (based upon double occupancy) for two (2) nights to be determined solely by Sponsor (ARV \$500); and (iii) two (2) Tickets to a Los Angeles based Halloween event/party tickets (ARV \$175). The total ARV of the Prize is \$2175. Notwithstanding anything to the contrary contained herein, Sponsor may substitute ground transportation in lieu of air travel at Sponsor's sole discretion. Actual retail value of the prize may vary depending on the Winner's residence, market conditions, change in value of components (e.g., air transportation and hotel rates) and other reasons. Sponsor is not responsible for and Winner will not receive the difference between the actual value of the prize at the time of the award and the stated ARV of these Official Rules or in any Sweepstakes-related correspondence or materials. In the event the Winner lives within close proximity of the trip destination (as determined in Sponsor's sole discretion), Sponsor may substitute airfare with ground transportation, and any difference in value will not be awarded. Failure to complete the trip prize does not relieve Winner of his/her tax obligations associated with winning the trip prize. Specific travel arrangements and all prize details not specified herein will be made and determined in Sponsor's sole discretion. Travel must originate from and end at the same airport. The Winner and his/her guest must travel together on the same itinerary. It is the Winner's and his/her guest's responsibility to comply with all travel requirements, which may include, without limitation, presenting necessary identification (including photograph identification) at the time of travel. Flight schedules are subject to change without notice. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. The Winner may be required to present a credit card at time of hotel check-in to cover hotel incidentals. All meals, gratuity, in-room charges, travel expenses, travel and other insurance, carrier fees, government charges, transfers, ground transportation, taxes (federal, state and local) and other expenses not specified in these Official Rules as being provided as part of the prize are the sole responsibility of the Winner. If the Winner is a minor in his/her state of primary residence, the prize will be awarded to that minor's parent or legal guardian, who must complete the Sponsor's release from liability and confirm his/her compliance with and acceptance of these official rules on his/her behalf and on behalf of the minor. Such minor must be accompanied by his/her parent or legal guardian as his/her guest during the entire trip. Winner agrees that his/her guest (or parent or legal guardian of guest if guest is a minor in his/her state of residence) must comply with Sponsor's and each prize provider's procedures and policies and must complete, sign and have notarized and return a release from liability and, where legal, a

publicity release to Sponsor in the timeframe specified by the Sponsor or travel will not be allowed. If the guest is a minor in his/her state of residence, they are only eligible to be the guest of the Winner if the Winner is their parent or legal guardian. Once selected by the Winner, the guest cannot be changed without the express consent of the Sponsor, which may be withheld for any reason. By entering the Sweepstakes and accepting the prize, the Winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices. The Winner understands and agrees that Sponsor or prize provider has the right, in their sole discretion, to disqualify and remove the Winner and his/her guest from any activity at any time if their behavior at any point is uncooperative, disruptive, or may or does cause damage to the person, property, or reputation of Sponsor or otherwise violates the policies of the prize provider, and in such case, the Winner will still be solely responsible for all taxes and other expenses related to the prize. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption of travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim the prize. In the event that the Winner is unable to comply with the terms of these Official Rules, Sponsor reserves the right to deem such individual ineligible and to select a new Winner from among the remaining entrants. In the unlikely event that any portion of the Prize is cancelled, undeliverable, or unable to take place for any reason, each Winner agrees that Sponsor has no further obligations to such Winner other than delivery of the remainder of the Prize (if any), and no other additional compensation will be provided. Notwithstanding anything to the contrary contained herein, the Winner shall deliver to Sponsor all materials, consents, approvals, licenses and permissions necessary or advisable for Sponsor to exploit the Submission Materials and any artwork derived from such Submission Materials. The Winner understands and agrees that Sponsor has the right, in its sole discretion, to (i) cancel the Prize. All taxes (including without limitation federal, state, and local taxes) on or connected with the Prize and the reporting consequences thereof, and any other costs, fees, and expenses not explicitly stated herein (including without limitation meals and gratuities), are the sole responsibility of the applicable Winner. The applicable Winner must, if so requested by Sponsor, complete Sponsor's Winner verification process and/or execute and return an Affidavit of Eligibility and a Liability/Publicity Release within a period of time dictated by Sponsor. Prize may not be endorsed, transferred, substituted or redeemed for cash, except at the Sponsor's sole discretion. Specifics of the Prize are in Sponsor's sole discretion. In the event that the Winner (including, for any Winner who is a minor in his or her state of residence, his or her parent or guardian) is unable to comply with the terms and conditions set forth in these Official Rules (including without limitation this Section 3(c)), Sponsor reserves the right to deem such individual ineligible and to select a new Winner from among the remaining Entrants.

### **3. MISCELLANEOUS.**

**a. General; List of Winners; License.** Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision. All federal, state, and local laws and regulations apply. After the end of the Contest Period, the name of the Winner<sup>s</sup> may be posted to the Contest Site, and/or to another Sponsor-affiliated site or service. In addition to any other grants that may be granted in any other agreement entered into between Sponsor and any Winner, where permitted by law, each such individual agrees to grant to Sponsor, the Contest Entities, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, such individual's name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion; and upon request, each such individual (or, if a minor, such individual's parent or legal guardian) will provide written consent

to the foregoing uses. For a list of Winners (available after May 21, 2018, please send a self-addressed stamped envelope to the "Ava Max Sweet But Psycho Halloween Dance Challenge" - Winner List, c/o Atlantic Records, 1633 Broadway, New York, NY 10019, Attn: Erik Henkelman. Queries must be postmarked no later than January 15, 2019.

**b. Disclaimer and Limitation of Liability.** The Contest Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. The Contest Entities are not responsible for any incorrect or inaccurate information, reviews, ratings, rankings, or other materials, whether caused or created by authorized web site users, by tampering or "hacking," or by any of the equipment, software, or programming related to the Contest Site or the Contest, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the Contest Site, or any Entry. Additionally, the Contest Entities are not responsible for any cancellation or postponement of any aspect of the prize. Although Sponsor attempts to ensure the integrity of the Contest, Entrants acknowledge that Sponsor is not responsible for the actions of Entrants or other participants in connection with the Contest, including Entrants' or others' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. Sponsor is not responsible for injury or damage to Entrants' or to any other person's computer, other equipment, or person in connection with participation in the Contest, or downloading materials from or using the Contest Site. If, for any reason, the Contest is not capable of continuing as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, marketplace demands, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend the Contest. IN NO EVENT WILL THE CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF YOUR ACCESS TO AND USE OF THE CONTEST SITE, THE STREAMING, DOWNLOADING, AND/OR PRINTING OF MATERIALS FROM THE CONTEST SITE, SPONSOR'S OR ANY THIRD PARTY'S REMOVAL FROM THE CONTEST SITE OF OR DISCONTINUATION OF ACCESS TO ANY ENTRIES OR OTHER MATERIALS, THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, OR ANY HARM RESULTING THEREFROM. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL ENTRIES, AND ALL OTHER MATERIALS PROVIDED ON OR THROUGH THE CONTEST SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**c. Dates and Deadlines.** Because of the unique nature and scope of the Contest, and because of the complexity of the technology underlying the administration of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise related to the Contest.

**d. Release and Indemnification.** BY PARTICIPATING IN THE CONTEST, ENTRANT: (A) RELEASES AND HOLDS SPONSOR, TUMBLR, THE ARTIST P/K/A "AVA MAX," WARNER MUSIC INC., ATLANTIC RECORDS LABELS, INDIVIDUALLY AND AS A GROUP AND ALL OTHER CONTEST ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES); ("LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE CONTEST SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY ENTRIES OR OTHER MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH

THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; AND (B) INDEMNIFIES AND HOLDS HARMLESS SPONSOR, TUMBLR, ATLANTIC RECORDS LABELS, THE ARTIST P/K/A "AVA MAX," AND ALL OTHER CONTEST ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES FROM ANY AND ALL LOSSES (AS DEFINED ABOVE) OF ANY KIND THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY CONTEST ENTITIES AT ANY TIME IN CONNECTION WITH THE ENTRIES, OR OTHERWISE RELATING TO ENTRANT'S PARTICIPATION IN THE CONTEST, INCLUDING WITHOUT LIMITATION CLAIMS CONCERNING THE INFRINGEMENT UPON OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS. THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM, TWITTER OR FACEBOOK AND ALL ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS INSTAGRAM, TWITTER OR FACEBOOK FROM ANY AND ALL LIABILITY ASSOCIATED WITH OR ARISING OUT OF THE SWEEPSTAKES.

**e. Arbitration.** THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES ARISING UNDER OR RELATING TO THESE OFFICIAL RULES OR THIS CONTEST, THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. In the event of any dispute arising out of or in connection with these Official Rules or the Contest, such dispute shall be submitted to arbitration to be administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures"), as amended by these Official Rules. The Supplementary Procedures are currently available online at <http://www.adr.org> (click on the link labeled "Rules," and then click on the link labeled "Supplementary Procedures for Consumer-Related Disputes"). The arbitrator shall not have the power to impose punitive damages. To the extent that the arbitrator deems reasonable, the arbitrator shall conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator shall be held in the County of New York in the State of New York, United States of America. Arbitration proceedings shall be conducted in English and shall be conducted in a manner that preserves the confidentiality of Company's trade secrets and other confidential information. Each party hereby waives any and all rights and benefits which it might otherwise have or be entitled to under federal law or the laws of New York or any other state to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions of these Official Rules, all such disputes. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any other agreements you may enter into with Sponsor in connection with the Contest, shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys' fees. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY. The award rendered by the arbitrator may be confirmed and enforced in any court of competent jurisdiction. If either party shall fail to appear at a hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, the arbitrator is hereby empowered to proceed *ex parte*. In the event of any dispute concerning the Contest, your sole and exclusive remedy shall be to seek damages pursuant to an arbitration authorized by this Section 3(e). For any claim for equitable or injunctive relief, you agree to submit to the exclusive jurisdiction of any state or federal court located in the County of New York in the State of New York, and you waive any jurisdictional, venue or inconvenient forum objections to such courts. IF YOU DO NOT AGREE TO THESE REQUIREMENTS (OR ANY OTHER PROVISION OF THESE OFFICIAL RULES), YOU CANNOT PARTICIPATE IN THE CONTEST.

**f. Governing Law.** The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of New York, United States of America, without regards to its principles of conflicts of law. For any dispute not subject to arbitration according to Section 3(e) above, you irrevocably agree to personal jurisdiction by the federal and state courts located in the County of New York in the State of New York, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby irrevocably waive all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (*i.e.*, costs associated with participating in the Contest),

and you further irrevocably waive all rights to have damages multiplied or increased. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR ENTRIES OR OTHERWISE RELATED TO THE CONTEST MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

**g. Privacy.** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and information submitted through the Contest Site will be governed by the applicable Privacy Policies, provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. Specifically and without limitation, Sponsor reserves the right to communicate with any Entrant about his or her Entry, and because of the potential critical nature of such communications to the operation of the Contest, Entrant will not be permitted to "opt out" of receiving such communications.

**h. Headings.** Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

**i. Non-Endorsement.** The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Contest or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with the Contest Site or the Contest.

**j. Interpretation.** In the event of any conflict between any information provided on the Contest Site regarding the Contest (such as a "F.A.Q."), on the one hand, and these Official Rules, on the other, these Official Rules shall govern.

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