

## **LIVE! AT THE BATTERY ATLANTA OFFICIAL RULES**

These “Official Rules” govern any Contest or Sweepstakes (collectively “Contest”) conducted by CTG Hospitality Group, LLC (“Sponsor”) for which the announcement for the Contest (the “Contest Announcement”) references or contains a link to these Official Rules (each a “Contest”).

BY ENTERING SPONSOR’S CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

**1. CONTEST PERIOD:** The Contest, including any applicable period in which entries are accepted by Sponsor (the “Contest Entry Period”), begins and ends on the dates and times indicated by Sponsor in the Contest Announcement (the “Contest Period”).

**2. ELIGIBILITY:** Contest only open to legal residents of the United States and the District of Columbia, excluding Rhode Island, New York, Florida, Puerto Rico, all U.S. territories and possessions, and all overseas military installations, who have reached the age of twenty-one (21). Employees (including, without limitation, part-time or temporary employees) of Sponsor and its parent entities, subsidiaries, affiliated companies and advertising and promotion agencies and the immediate family (i.e., current and ex- spouses, parents, grandparents, children, grandchildren, and siblings and in-laws and steps in any of the foregoing categories) and other household members (i.e., roommates, housemates, significant others, and partners of each legally residing at the same address) whether or not related, are not eligible to enter or win.

### **3. CONTEST ENTRY:**

**METHOD OF ENTRY:** Entrants may enter the Contest by following the entry instructions provided by Sponsor in the Contest Announcement. One or more Contests may be announced from time to time. Sponsor may conduct more than one Contest simultaneously, so Entrant must specify which Contest s/he is entering. All references in this Section 3 to an “announcement” or “Contest Announcement” or to any information to be “announced” include announcements made made in the process of or upon successfully submitting an Entry, via email, sms, internet posts, blog posts, text message, instant message, social network posts, on-site, and/or via point of purchase displays, materials or handouts. For any Contest that requires entrants to answer questions, submit materials, wear a particular article of clothing, visit a location at a specific time, or perform in some other manner (for example, answer a trivia question, sing a song, say a particular phrase, etc.) the decision of Sponsor will be final as to all matters, including, without limitation, (i) the order in which calls, emails, texts or entries were received and (ii) whether any answer required to be given is correct or the “best” or most desirable (based on any lawful criteria Sponsor deems desirable).

**IF THE CONTEST STIPULATES TEAM PARTICIPATION:** Each team entering the Contest is referred to as a single Entry or Entrant, and the winning team is referred to as a single Potential Winner and Winner. Each member of a team agrees to and must comply with these Official Rules, including but not limited to satisfying all eligibility requirements.

**IF THE CONTEST STIPULATES ON-SITE ENTRY OR PARTICIPATION:** Entries must be made at the location indicated in the Contest Announcement (“Venue”), in the manner specified by Sponsor. Eligibility to participate in the Contest may require that Entrants check-in, and that at check-in each timely arrived Entrant complete and sign one or more liability release agreements, provide the Entrant’s social security number, provide evidence of a valid United States federal or state photo ID (ie. driver’s license, passport or military ID) and/or other specific requirements announced. Failure to do any of the foregoing at check-in if required will result in automatic disqualification. Entrants hereby agree to strictly follow all instructions and directions given by the Sponsor or Venue staff and understand that any

failure to comply with the Sponsor’s or Venue’s instruction, processes, procedures, or these Official Rules may result in immediate disqualification. Any decision by the Sponsor or any Contest administrator designated by Sponsor will be final and not subject to appeal. In the event that any event associated with the Contest needs to be rescheduled for any reason, such postponement will be announced at the Venue and/or on Sponsor’s website. It is the sole responsibility of each Entrant/potential Entrant to check the website and/or Venue for cancellation and/or rescheduling information. Notwithstanding the foregoing, Sponsor may (but is not obligated to) send a written, email or telephonic notice to Entrants/potential Entrants regarding any necessary rescheduling of any Contest or Contest event with the rescheduled date/time, but in no event will Sponsor have any liability or responsibility for any Entrant or potential Entrant’s failure to receive the message for any reason. In no event will Sponsor have any liability or responsibility for any potential Entrant’s or Entrant’s inability to attend any event on the rescheduled date (and no alternative opportunities will be offered).

**IF THE CONTEST STIPULATES INTERNET BASED ENTRY:** Entrants will be asked to go to a particular website (whether Sponsor's main website at <https://liveatthebatteryatlanta.com/>, a social networking page such as Facebook, Twitter, or Instagram (each a "Social Network Site"), or an alternative website that can be accessed directly or as a link through Sponsor's Contest Announcement, main website or a Social Network Site) (collectively, a "Website") on particular days and times to enter the Contest, as specified in the Contest Announcement. Conditions for entry will be announced by Sponsor, which may include, without limitation, one or more of the following modes of entry: (a) answering survey questions, (b) correctly answering trivia questions, (c) making predictions or guesses with respect to certain upcoming events, (d) submitting essays (of specified lengths), photos, videos or audio, (e) "commenting" on or taking similar action with respect to Entrant or Sponsor's page or a specific post by Sponsor on a Social Network Site to access an entry form or to be automatically entered into a Contest, or (f) completing entry forms with contact information. To enter, you may be required to have or create an account to a Social Network Site. By entering via a third party Social Network Site, you are authorizing Sponsor to access, utilize, and/or pre-load applicable portions of your Social Network Site information into the entry form (although clicking on a separate button may be required to access this function, such as clicking on a Social Network Site's "Login" button). Sponsor reserves the right, at any time and for any reason or for no reason, to disassociate any person from any of its Social Network Site pages and/or following by any means then technically available to it (for example, "blocking" your account from liking or following Sponsor's account). Entrant acknowledges that Sponsor cannot control certain factors relating to use of a Social Network Site, including, without limitation, errors, cancellation of accounts, and technical malfunctions that may affect any Entrant's ability to enter, win, view, be advised of, be eligible for, or be properly considered in the Contest. Multiple Entrants are not permitted to share the same Social Network Site account or email address. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different Social Network Site accounts, email addresses, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Each potential Winner may be required to show proof of being an authorized account holder. In the event of a dispute regarding the identity of a Social Network Site account holder ("User"), a person who can demonstrate the ability to log into the applicable account with the correct user name and password will be deemed the User who submitted the entry. Sponsor will either (i) message Entrant via the direct message feature of the Social Network Site used to enter the Contest; or (ii) announce on the Social Network Site the name of the potential Winner with instructions to contact Sponsor, in order to obtain an email address for verification. No Social Network Site is a sponsor, endorses, or is in any way affiliated with the Contest. Entrant agrees to indemnify, release, and hold harmless Social Network Site from losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, or possession of the Prize resulting from participating in this Contest.

**IF THE CONTEST STIPULATES PHOTO/VIDEO SUBMISSION ENTRY:** Contests requiring that entrants submit photograph(s) or video(s), regardless of the mode of submission (for example, email, online upload, through a Social Network Site), must abide by the Content Restrictions below, unless otherwise specified in the Contest Announcement:

- Only one photo/video per Entry.
- Photos must be submitted in one of the following formats: .jpeg, .eps, or .pdf. Videos must be submitted in one of the following formats: .avi, .flv, .wmv, .mov, .mp4. Posts to third party sites (including Social Network Sites) will be accepted only in the formats accepted by such third party sites.
- Entries must abide by the photo or video formats and length for the applicable entry platform.
- Entries must represent the accurate experience and opinion of the Entrant.
- Entries must be original and must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, any right that constitutes copyright infringement, or any other legal or moral rights of any third party; violation of these conditions could result in disqualification and subject the Entrant to fines, royalty fees, and/or legal action, for which Entrant agrees to indemnify, defend, and hold Sponsor harmless.
- Entries must not contain brand names or trademarks, except for trademarks owned by Sponsor for which Entrant has a limited license to use for the sole purposes of creating an Entry into this Contest, or by which the Entrant has received the express permission of the licensor.
- Entries must have all appropriate clearances, permissions, and releases in writing *prior* to entering the Contest or Entrant may be eliminated from the Contest.
- Entries cannot have been submitted previously in a promotion, contest, or sweepstakes of any kind.
- Entries must not promote (1) alcohol, illegal drugs, tobacco, firearms/weapons, or the use of any of the foregoing; (2) any activities that may appear unsafe or dangerous; or (3) any particular political agenda or message.

- Entries must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous. A determination of whether an Entry should be disqualified on these grounds may be made by Sponsor in its sole discretion.
- Entries must not contain material that is sexually explicit or suggestive, promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, age, or any other protected class. A determination of whether an Entry should be disqualified on these grounds may be made by Sponsor in its sole discretion.
- Entries must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state or country where the Content is created.

Entries may be reviewed by Sponsor before or after being posted; however, such review does not relieve Entrants from responsibility for compliance with these Official Rules. Sponsor may, in its sole discretion, edit, remove, delete, and/or refuse to post Entries deemed to be inappropriate or otherwise non-compliant. **DO NOT SEND ANY PHOTOS OR VIDEOS CONTAINING NUDITY, INDECENCY, ILLEGAL DRUG USE, ILLEGAL ACTIVITIES, OR OBSCENE GESTURES OR SITUATIONS.**

**LICENSE:** Entrant hereby grants Sponsor an irrevocable, nonexclusive, perpetual, worldwide, royalty-free license to use, display, publicly perform, modify, reproduce, publish, distribute, make derivative works of, sublicense, and otherwise exploit your Entry and all copyright or other intellectual property rights therein, in any medium now existing or hereafter developed, without separate compensation or permission. You represent and warrant that (a) you have all necessary rights to grant the above license to your Entry; (b) your Entry does not violate, misappropriate, or infringe upon any intellectual property or proprietary right of any person or entity; and (c) you have express permission from any persons (or from the parent or legal guardian, if a minor) appearing in the Entry. You will take, at Sponsor's expense, any action, including execution of documents, requested by Sponsor to confirm the above license. You represent and warrant that the content is accurate; and that use of the content you supply does not violate either the Social Network Site, if applicable, or Sponsor's Terms and Conditions.

Entries become the sole property of Sponsor and will not be acknowledged or returned. Sponsor is under no obligation whatsoever to use or publish any Entry in any manner.

Sponsor may require, as a condition of entry, that Entrants sign a separate agreement or, with respect to online entries, affirmatively check a box or an "I agree" button, agreeing to some or all of the content restrictions and license provisions set forth above, and/or other requirements.

**LIMITS:** There is a limit of one (1) Entry per person/household/mobile phone number/email address, regardless of entry method for the entire Contest Entry Period, unless otherwise announced by Sponsor. All Entries become the property of Sponsor and will not be acknowledged or returned.

**ENTRANT DATA AND PRIVACY:** Submission of the Entry, including any Prize notification documents ("Entrant Data"), constitutes your consent for Sponsor to obtain, use, and transfer your name, address, and other details for Contest administration purposes. Any Entrant Data shall be used only in a manner consistent with the consent given by Entrants at the time of entry, with these Official Rules, and with Sponsor's Online Privacy Policy, which can be found at <https://liveatthebatteryatlanta.com/privacy-policy>. It is the general policy of Sponsor not to share personally identifiable information with third parties. Sponsor may use cookies and/or collect IP for the purpose of implementing or exercising its rights or obligations under the Contest rules, for information purposes, identifying your location (including, without limitation, to re-direct you to the appropriate geographic website, if applicable) or for any other lawful purpose in accordance with Sponsor's Privacy Policy.

**PROMOTIONS:** Entrant consents to the Sponsor's and the Sponsor's designees' usage of any one or more of the following for any advertising and promotional purpose in any medium whatsoever ("Promotions") without payment of any additional consideration: Entrant's name, voice, likeness, biographical information, and the substance of Entrant's entry or any other Contest submissions. Entrant understands and agrees that Sponsor may take photographs and/or videotape and/or audiotape any Entrant's participation, appearance, and/or performance in connection with the Contest and that Sponsor will own any such photos, audio, and/or video and shall be free to utilize such materials in any way it sees fit during or after the Contest and Contest Entry Period with no compensation to the Entrants, including without limitation posting any such photographs, audio and/or videos on its website.

All copyright, trademark, or other intellectual property rights in such Promotions shall be owned by Sponsor or its licensors, and Winner hereby disclaims and waives any claim of right to such Promotions. Such Promotions shall be solely under control of Sponsor or its licensors, and Winner hereby waives any claim of control over the Promotions' content, as well as any possible claims of misuse of Winner's name under contract, tort, or any other theory of law.

Sponsor reserves the right to (but not the obligation) to post some or all entry information and/or materials on the Sponsor's website or Social Network Site(s) page(s), in whole or in an edited form (in Sponsor's discretion), as a "featured" entry. Having an entry posted and/or "featured" does NOT mean that the Entrant has won or is likely to win the Contest. The decision to post or "feature" any such entries is for entertainment purposes only and is not part of the Winner selection process in the Contest.

**THIRD-PARTY ADMINISTRATORS:** Sponsor may utilize certain Contest administration software owned and/or administered by third parties ("Game Administrator"). In such event, Entrants may be required to have or to establish an account with such Game Administrator, but all such account shall be free, and entry may be limited to one entry per Game Administrator account or limited in any other way announced. The requirements and limitations on setting up an account will be governed by that Game Administrator, and Entrants should refer to the Game Administrator's terms and conditions (for example, a Game Administrator may only require one account per email address). Game Administrators are not sponsors of Contest, but Entrants may be required, as part of the entry process, to agree and consent to their terms of service and/or privacy policy (both of which will be available via a link during the entry and account registration process) (collectively, the "Game Administrator Policies"). While agreement to the Game Administrator Policies may be required in order to enter the Contest, the Game Administrator Policies are not a part of these Official Rules but are a separate agreement between the Entrant and the Game Administrator. With respect to the conduct of the Contest, in the event of any conflict between the Game Administrator Policies and these Official Rules, the Official Rules will govern.

#### **4. WINNER SELECTION, ODDS OF WINNING, AND PRIZE DETAILS:**

**WINNER SELECTION:** Winner will be selected from all eligible Entries received during the Contest Entry Period based on the chance, skill, or other criteria specified by Sponsor in the Contest Announcement. In the event of a tie in Winner selection, Sponsor will determine tie-breaking procedures, in its sole and absolute discretion.

**IF WINNER SELECTION INVOLVES PUBLIC VOTING:** All eligible entries may be posted publically online, whether on Sponsor's website, Social Network Site(s) page(s), or otherwise, for the public to vote on their favorite entries. All references to "voting" or "votes" in these Official Rules will be deemed to include each "like" or similar action with respect to an entry through Entrant or Sponsor's Facebook, Twitter, Instagram, or other Social Network Site page (for example, a post, photo, comment, etc.), if applicable. Sponsor may elect to post online the "in process" tally of votes, but any such display is solely for entertainment purposes and should not be relied upon by Entrants. The sole determination of the total number of votes received by any entry will be made by Sponsor after the close of the voting period based on its software. In addition, if any Sponsor elects to display any in-progress tallies related to voting, Sponsor reserves the right (in its sole discretion) to remove the display of any such tallies at any time during the Contest with or without notice (including, without limitation, in the last hours before the voting closes). Except as otherwise announced, voting will not be the sole determining factor in selecting Winners, but will be taken into consideration as one of the factors considered in determining the Winner.

Contest eligibility requirements (including, without limitation, age and residency) are not applicable to determining whether or not a person may vote in the Contest. In the event of text voting, Sponsor reserves the right at any time to end text voting prior to the announced closing date for text voting, for any reason or for no reason, by providing at least twenty four (24) hours notice on Sponsor's website that such text voting will end early.

**ODDS OF WINNING:** Odds of winning the Contest depend on the total number of eligible Contest Entries received or, as applicable, speed of response and/or other criteria specified in the Contest Announcement.

**PRIZE DETAILS:** Prize(s) have the approximate retail value ("ARV") as indicated in the Contest Announcement. All Prize details not described in the Contest Announcement will be determined by Sponsor in its sole discretion. Winner(s) are solely responsible for any taxes/costs/fees/expenses associated with acceptance and use of any Prize. The Potential Winner is responsible for responding within the timeframe specified by Sponsor in the Contest Annoucnement or notification to the Potential Winner. Unless otherwise specified in the Contest Annoucnement, only one Prize will be awarded per Winner. Prize must be picked up at Sponsor's location at 825 Battery Ave SE Suite 600 Atlanta, GA 30339 during normal business hours, which are posted on the Sponsor's website, unless otherwise specifically directed by Sponsor. Prizes will not be mailed, unless otherwise determined by the Sponsor. Prizes not claimed within thirty (30) business days of notification that the Prize is available for pick-up, or in the case of a time sensitive Prize, within its period of usability if shorter than 30 business days, or

within a timeframe otherwise specified by Sponsor, shall be considered forfeited (without notice to the Winner) and will become property of Sponsor. Such Prize may be disposed of at the discretion of Sponsor Management. Prizes will be released to Winner only. Winner may be required to present a valid United States state or federal photo ID and valid social security number in order to pick up any Prize.

Winners are prohibited from selling any Prize awarded or transferring any Prize without Sponsor's authorization (which authorization must be in writing by a Sponsor representative and shall be granted or withheld in Sponsor's sole discretion on a case by case basis). In the event that Sponsor discovers or suspects (correctly or incorrectly) that a Winner is attempting to sell the Winner's Prize from Sponsor (i.e., eBay, craigslist or otherwise), Sponsor reserves the right, in its sole discretion, on a case by case basis to take any one or more of the following actions: (a) immediately disqualify the Winner and deem any Prize they were otherwise entitled to as forfeited, (b) refuse to award the Prize to such Winner, even if the Winner represents that they will not resell or transfer the Prize, and/or (c) prohibit the violating Winner from participating and/or winning any future Sponsor Contests (whether for a fixed period of time or in perpetuity, in Sponsor's sole discretion) and if such Winner ever wins a future Sponsor Contest during the period that the Winner is banned, the Winner shall be disqualified from the Contest and forfeit any Prize once it has come to Sponsor's attention. Further, Sponsor reserves the right to track and/or cancel and invalidate any Prize awarded that Sponsor suspects was sold or transferred without authorization.

IF PRIZE INCLUDES GIFT CARD: Gift certificate, gift card, and/or promotional gift card (collectively, "Gift Card") shall comply with all federal or state laws governing their issuance. However, to the extent permissible, any Prize may have an expiration date and use of such Gift Card may be based on availability and include black-out periods, restrictions, or excluded items (for example, tax, tips, alcoholic beverage, or goods from a particular manufacturer). Gift Cards are only redeemable at the location(s) for which they are specified.

IF PRIZE INCLUDES CASH: Unless otherwise specified by Sponsor, Prize will be paid in the form of a company check, payable only to the Winner and no other person. Checks will be ready for pick-up within 60 business days after Winner is confirmed.

IF PRIZE INVOLVES TICKET(S)/PASS(ES)/ENTRY TO AN EVENT: Sponsor is not responsible for replacing or reimbursing Winner(s) with any form of compensation for flights or other modes of travel, or events that are canceled, rescheduled or delayed. All cancellations are deemed beyond the control of Sponsor. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to acts of nature, terrorism (including threats), illness or war. Additionally, Sponsor is not responsible for any work stoppage, bankruptcy or other condition beyond Sponsor's control that may affect Sponsor's ability to provide any of the Prize(s). Sponsor is not responsible for any expenses incurred by Contest Winner(s) as a result of such cancellations, delays or other circumstances beyond Sponsor's control.

IF PRIZE INVOLVES CELEBRITY: Prize is contingent upon the celebrity appearing for such activity/event, which is beyond the Sponsor's control. Sponsor is not responsible if a Winner and/or Winner's guest(s) are unable to meet such celebrity or participate in the associated activity if the celebrity determines this is not allowable for any reason or fails to appear/participate for any reason. In the event of illness, act of god, scheduling conflict or any other reason, Sponsor is not responsible for this portion of the Prize, which has no monetary value, and no alternate Prize will be awarded and the event/activity will not be rescheduled. In the event that Sponsor elects (in its sole discretion) to attempt to reschedule any such event/activity or offer an alternative Prize, Sponsor shall have no obligation whatsoever to offer any other alternate Prize if such attempt to reschedule or other offer is not accepted by or utilized by Winner for any reason whatsoever.

PRIZE AWARDING: Sponsor will not replace any lost or stolen Prize. No transfers, cash awards, or Prize substitutions are permitted, except by Sponsor. Sponsor reserves the right to substitute a Prize with one of comparable or greater value, at its sole discretion. Prize awarded is subject to verification of eligibility and compliance with these Official Rules. Prize Winner may be required to sign an affidavit of eligibility, liability release, and where legal, a publicity release (collectively, the "Affidavit"), and return the same, properly executed, within seven (7) days of issuance of notification, or at time of Prize pickup, whichever occurs first. If a Prize or Prize notification is returned as undeliverable; or if a Potential Winner cannot be contacted after a reasonable number of attempts, is ineligible according to these Official Rules, fails to provide the required information and/or return the required documents within the specified time period, decides to decline the Potential Winner's Prize for any reason whatsoever, or otherwise fails to fully comply with these Official Rules, the Potential Winner will forfeit the Prize and the Prize

may be awarded to an alternate Winner from among all remaining eligible entries received, in the Sponsor's sole discretion. Potential Winner may be required to present valid identification proving eligibility, and Sponsor may reasonably choose to disqualify a Potential Winner based on the identification provided. Upon disqualification, no compensation will be given. Once the Affidavit is received within the specified time period, is verified, and receives final approval by Contest Entities (defined below), then and only then will a Potential Winner become an actual Winner. Prize will be awarded in the name of the Winner. In the event that any Potential Winner is disqualified in a Contest for any reason permitted by these Official Rules at any point in time (before or after a Winner is determined), Sponsor may, but is not obligated to, select an alternative Winner, and Sponsor may instead elect to retain any associated Prize(s) as its own property and/or dispose of any such Prize(s) in any way it sees fit outside of (or within) the scope of the Contest. In the event that any Entrant or entry is disqualified or any Prize is forfeited in accordance with these Official Rules, Sponsor has no obligation whatsoever to notify any such Entrant of any such disqualification or forfeiture. Decisions of the Sponsor are final in all respects of the Contest.

PRIZES WILL BE ACCEPTED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to a Prize, including express warranties provided exclusively by a Prize manufacturer that may be sent along with a Prize. Winner will not be obligated to purchase any other Sponsor products or services. Entrant agrees to indemnify, release, and hold harmless Sponsor, Sponsor's affiliates, and each of their directors, officers, members, agents, and employees (collectively the "Contest Entities") from losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, or possession of the Prize resulting from participating in this Contest. Entrant acknowledges and agrees that Sponsor has not arranged for nor carries any insurance of any kind for the benefit of Entrant or that of Entrant's heirs, executors, and administrators relative to Entrant's use of the Prize awarded to Entrant; and that Entrant is solely responsible for obtaining and paying for any insurance relative to the Prize awarded to Entrant.

**5. CONDITIONS OF ENTRY:** Contest Entities are not responsible for incorrect or inaccurate transcription of entry information, or for any human or printing error in these rules or any promotional materials, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or any injury or damage to Entrant's or any other person's computer related to or resulting from participation in the Contest, or for late, lost, stolen, illegible or misdirected entries. Entry materials that have been tampered with or altered are void. If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Contest, or if any difficulties compromise the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsor reserves the right to void any entries at issue and/or to suspend, modify, cancel, or terminate the Contest, in whole or in part, at any time without notice and award the Prizes in a random drawing from among all non-suspect eligible entries received as of the termination date. In case of a dispute as to the owner of an Entry, Entry will be deemed to have been submitted by the authorized account holder of the email address, Twitter account, Facebook account, Instagram account, or other Social Network Site account with which the Entry was made. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. In the event of time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, or other matters beyond the Sponsor's reasonable control, Sponsor has the right, in its sole discretion, to terminate the Contest. Notice of such action will be posted wherever the Contest Announcement was made and/or on Sponsor's website. Caution: Any attempt by a Entrant or any other individual to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law.

Inquiries by Entrants or potential Entrants to Sponsor (whether in person, by email, or by telephone) regarding the status of their entry or questions about the Contest may or may not be responded to, and Sponsor is not obligated to respond or treat to all inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact Sponsor's desire or ability to respond to such inquiries from time to time. Notwithstanding anything communicated by any Sponsor employee in connection with any such inquiry, such information shall not be binding on Sponsor (the sole determining information related to this Contest is as set forth in these Official Rules) and shall not be deemed to be providing any type of improper assistance or advantage to any particular Entrant over another. Any attempt by Sponsor to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems.



**6. DISPUTES:** This Contest is conducted in English. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State where Sponsor is located, without giving effect to any choice of law or conflict of law rules (whether of the State where Sponsor is located, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in the State where Sponsor is located.

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 PRIZE 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 FIFTY DOLLARS (\$50.00), 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 FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' 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.

By entering Contest, Entrants understand that Sponsor's staff may choose to comment on, mock, poke fun at, and/or mimic any Entrant's entry and/or performance. Entrants waive any right to make any claim against Sponsor with respect to any comments - disparaging or otherwise - made regarding such Entrant and/or Entrant's entry, entry materials, performance, voice, appearance, participation, and/or any other information provided or disclosed to Sponsor during or after the Contest Period.

**8. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Baltimore, Maryland and any other court with jurisdiction over the parties. To expedite resolution and control the cost of a Dispute, you and Sponsor agree to first attempt to resolve a Dispute informally for at least thirty (30) days before initiating any arbitration. Such informal negotiations will commence upon written notice from one party to the other. You must send your notice to [sweepstakes@livedistricts.com](mailto:sweepstakes@livedistricts.com). Please include in the subject line of the email "Request to Negotiate." If you and Sponsor are unable to resolve a Dispute through informal negotiations, either you or Sponsor may elect to have a Dispute resolved by binding arbitration by notifying the other party of such election. Either party also may choose to seek relief in a small claims court for a Dispute within the scope of its jurisdiction, instead of arbitration. To make this election, the small claims court action must be commenced before either party notifies the other of an election to arbitrate the Dispute, but after the conclusion of the informal negotiation period described above. If neither party has validly commenced a small claims court action for a Dispute, any election to arbitrate the Dispute by one party will immediately become final and binding on the other. You and Sponsor agree to waive the right to litigate any Dispute in court (except in small claims court in the limited circumstances described above) and before a jury and agree that this arbitration provision will be governed by the Federal Arbitration Act to the maximum extent permitted by law. You and Sponsor also agree that any arbitrator that arbitrates a Dispute under this provision is without jurisdiction to conduct class arbitration or other representative proceeding, and may not consolidate one person's claims with another. You and Sponsor agree that all issues of enforceability of this agreement to arbitrate – including issues relating to scope, validity, and unconscionability – will be decided by the arbitrator. If for any reason this arbitration provision is deemed inapplicable or invalid, you and Sponsor both waive, to the fullest extent allowed by law, the right to a jury trial and any claims relating to a Dispute to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity. These waivers shall also apply to any proceeding in small claims court.

The arbitration will be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the AAA's Supplementary Procedures for Consumer-Related Disputes ("AAA Consumer Procedures"), both of which are available at the AAA website [www.adr.org](http://www.adr.org) or may be acquired by calling the AAA at 1-800-778-7879. Any arbitration will be confidential, and neither you nor Sponsor may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion

of this arbitration provision is determined by a court or the arbitrator to be inapplicable or invalid, then the remainder shall still be given full force and effect.

Payment of all arbitrator compensation, expenses, and administrative fees (which include filing and hearing fees) will be governed by the AAA Consumer Procedures. Under those Procedures, and except as provided below, you are not responsible for paying any arbitrator compensation or expenses, and the only administrative fee you would be responsible for is a \$200 filing fee. Moreover, if the relief you seek is less than \$5,000, Sponsor will pay the \$200 filing fee. Regardless of the amount of your claim, however, the arbitrator may re-allocate compensation, expenses, and administrative fees if the arbitrator determines that a claim or counterclaim was filed for purposes of harassment or is patently frivolous. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence at the arbitration, except that Sponsor will pay the costs relating to proof and witnesses produced at the direction of the arbitrator.

**9. WHO WON:** For the names of the Prize Winners, send a self-addressed, stamped envelope identifying the specific Contest for which you would like a list of Prize Winners to CTG Hospitality Group, LLC c/o Entertainment Consulting International, LLC, 601 East Pratt Street, 5<sup>th</sup> Floor, Baltimore, MD 21202. All requests for Winner lists must be mailed and received by Sponsor within four (4) months after the end of the Contest Period.

**10. SPONSOR:** CTG Hospitality Group, LLC.

**11. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, Contest Announcement, Privacy Policy, or terms of use on Sponsor's Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

Updated: 09/12/2019.