

# LIVE! AT THE BATTERY ATLANTA 2023 HALLOWEEN COSTUME CONTEST

## OFFICIAL RULES

BY ENTERING THE 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 Live! at The Battery Atlanta 2023 Halloween Costume Contest (the "Contest") begins at 8:00 PM local time on October 27, 2023 and ends at the conclusion of Contest judging (the "Contest Period"). The entry period begins at 8:00 PM local time on 10/27/2023 and ends at 10:30 PM local time on October 27, 2023 (the "Entry Period"). Sponsor's computer is the official clock for the Contest.

**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. HOW TO ENTER:

**METHOD OF ENTRY:** There is one method of Entry for this Contest. NO PURCHASE NECESSARY TO ENTER OR WIN. To enter this contest, participants should go to the contest check-in table on-site during Sponsor's 2023 Heros and Villians Halloween Party (the "Event") at 825 Battery Ave. SE, Suite 600, Atlanta, GA 30339 (the "Venue") on October 27, 2023 during the Entry Period. You must check in (or, in some cases, be in line to check in) at or before the closing time announced. Eligibility to participate in the contest event may require that at check-in each timely arrived Entrant complete and sign one or more liability release agreements, provide his/her 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 at the event and understand that any intentional failure to comply with the Sponsor's or Venue's instruction, processes, procedures, or contest rules at the Event may result in immediate disqualification. Any decision by the Venue Contest Administrator or Sponsor at the Event will be final and not subject to appeal.

Once checked in, Entrant will be required to remain at the Event and in costume during the Contest Period and, if Entrant advances to Round 2 of the Contest, to present themselves in costume on the main stage to Event attendees for judging as instructed by Sponsor.

If any event associated with this Contest needs to be rescheduled for any reason, such postponement will be announced on Venue's official Facebook page and official Instagram page. It is the sole responsibility of each Entrant/Qualifier to check the Venue's Facebook page and/or website for cancellation and/or rescheduling information. Notwithstanding the foregoing, Venue may (but is not obligated to) send a written, email or telephonic notice to Qualifiers regarding any necessary rescheduling of any Grand Prize Event with the rescheduled date/time, but in no event will Venue or Sponsor have any liability or responsibility for any Qualifier's failure to receive the message for any reason. In no event will Venue or Sponsor have any liability or responsibility for any potential Entrant's, Entrant's, or Qualifier's failure to receive cancellation and/or rescheduling information or inability to attend any event on the rescheduled date (and no alternative opportunities will be offered).

**LIMITS:** There is a limit of one (1) Entry per person for the entire Contest Period. 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 on-air broadcast and for any other advertising and promotional purpose in any medium whatsoever without payment of any additional consideration: his/her name, voice, likeness, biographical information, and the substance of his/her entry or any other Contest submissions. Entrants 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 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.

**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. PRIZES, WINNER SELECTION, AND ODDS OF WINNING:**

**PRIZE JUDGING:** 3 winners (each a "Winner") will be selected from all eligible Entries received during the Contest Period. The judging will be conducted throughout the Entry Period and continue until judging has concluded. There will be two rounds of judging. Round 1 judging will be conducted by a panel of judges based on criteria identified below. The panel of judges will select Entrants as finalists to advance to Round 2. Round 2 will be judged based solely on crowd applause. The order of all stage appearances will be randomly selected by Sponsor. Non-winning Entries will not carry forward to or be included in any subsequent Contest or prize drawings of Sponsor. Odds of winning the Contest depend on the total number of eligible Contest Entries received.

- A. **Judging Criteria:** Entries will be judged by a panel of judges. The Winner will be chosen based on the following criteria:

<b>Criteria</b>	<b>Description</b>	<b>Weight</b>
<b><u>Originality</u></b>	Judges' determination of the originality of Entrant's costume.	25% (first round only)
<b><u>Quality</u></b>	Judges' determination of the quality of Entrant's costume	25% (first round only)
<b><u>Effort</u></b>	Judges' determination of the amount of effort that went into Entrant's costume	25% (first round only)
<b><u>Authenticity</u></b>	Judges' determination of the authenticity of Entrant's costume, including relevance to the category (if applicable)	25% (first round only)
<b><u>Crowd Applause</u></b>	Judges' determination of the volume of the crowd applause for each Entry	100% (second round only)

- B. **Tied Scores:** In the event of a tied score in the Contest Winner Selection, the Entry receiving the highest score for Originality will be deemed the Winner. In the event of a tie including Originality, the Entry receiving the highest score for Quality will be deemed the Winner. In the event of a tie including Quality, the entry receiving the highest score for Effort will be deemed the Winner. In the event of a tied score in Effort, the entry receiving the highest score for Authenticity will be deemed the Winner. In the event of a tie in all criteria, or a tie in round two, Sponsor may, at its discretion, request additional consideration by the judging panel.

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 networking sites, 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.

**PRIZE DETAILS:** Total of 3 prizes will be awarded to 3 Winners (each a "Winner"). Two first place Winners will receive \$1,000 in cash for the Best Themed Costume and Best Overall Costume categories. One first place Winner will receive \$3,000 in cash for the Best Group (minimum of 5 people) category. The total approximate retail value ("ARV") of all of the Prizes is U.S. \$5,000, and the ARV of each component is as shown above. Sponsor will notify a Potential Winner by live announcement at the Event when judging is concluded. The Potential Winner is responsible for responding at the time of issuance of notification. The Winner is solely responsible for any taxes on the Prize. Only one Prize will be awarded per Winner. Prize must be picked up at Sponsor's location on the date(s) specified by Sponsor 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 one (1) hour 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, 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 his/her 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 he/she 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 he/she is banned, he/she 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.

**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. 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 his/her Prize for any reason whatsoever, or otherwise fails to fully comply with these Official Rules, he/she will forfeit his/her 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, 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 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 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 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, or Instagram 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 online on Sponsor's Facebook page and/or 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 the Contest rules) and shall not be deemed to be providing any type of improper assistance or advantage to any particular Contestant 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 promotion, 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 his/her 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 he or she 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 to Sponsor, 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 4 months after the end of the Contest Period.

**10. SPONSOR:** CTG Hospitality Group, LLC, 601 East Pratt Street, Baltimore, MD 21202.

**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. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, 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.