# **CONTEST TERMS AND CONDITIONS**

**SAHILZ ADVERTISING AND EVENTS** offers you an opportunity and a platform from different creative verticals (e.g., music, fashion, art, etc.) to participate in this contest. Each contest will allow you to showcase your talents using video, images and/or sound and competing to win cash and career prizes.

By entering or participating (including voting) in a competition offered through <u>www.sahilzadvertising.com</u> (the "**Website**") or (each, a "**Competition**"), individuals accept and agree to be bound by these terms and conditions (the "**Terms and Conditions**"). Winner(s) will be chosen and prizes, if any, awarded in accordance with these Terms and Conditions. Any violation of the Terms and Conditions may, at Sponsor's sole discretion, result in your disqualification. All decisions of Sponsor regarding this Competition are final and binding in all respects and are not subject to appeal.

These Terms and Conditions may be supplemented by additional rules applicable to the specified contest on the contest page (the "**Contest Page**"). Additional rules are made a part of these Terms and Conditions and incorporated herein by reference. Rules on the Contest Page shall control in case of any conflict between these Terms and Conditions and the additional rules on the Contest Page.

These Terms and Conditions may also be subject to rules set out by the relevant social media platforms - please see below for more information.

# **COMPETITION TERMS AND CONDITIONS:**

1. Sponsor: The Competition is hosted by SAHILZ ADVERTISING AND EVENTS, a unit of SAHILZ ENETERPRISES, Mangalore-575001, and is sponsored by such party or parties indicated on the Contest Page (collectively, the "**Sponsor**"). Sponsor typically includes SAHILZ and a third party, although SAHILZ may be the only Sponsor in some cases.

# Eligibility:

- 1. **Age:** All individuals submitting entries (each an "**Entrant**") of the Competition must be (a) at least 18 years old, or (b) the age of ,majority required by applicable law in their jurisdiction of residence, (the "**Age of Majority**") on the earlier of : (i) the earliest date any Submitted Materials (as defined below) were created, or (ii) the date that the Competition began.
- 2. **Jurisdiction:** This Competition is void where prohibited or otherwise restricted by applicable law or where bonding, registration, and other requirements would be required but have not been met. In particular:
- 3. Entrants must not be from a province, state or other jurisdiction which prohibits individuals from entering into contests or to meet age or other requirements (for example, minors residing in INDIA where national law prohibits minors under the age of 18 from entering into competitions may only enter the competition if they have reached the age of 18.)

- 4. Entrants must not be from any other country than INDIA.
- 5. **Promotion Entities**: Employees, representatives, agents, and all other non-arm's length parties of Sponsor, and each of their respective parent companies, subsidiaries, affiliates, agents, and their advertising and production companies (as well as entities otherwise involved in any capacity in the development, production, distribution or implementation of competition) and any immediate family member or person residing with any of the foregoing (collectively, the "**Promotion Entities**"), are ineligible to participate either by submitting an entry or voting.

## HOW TO ENTER

- 1. **Submitted Materials:** To enter, visit the Website or make an Application to complete and submit your official entry form. You must provide all information requested, including photographs, videos, or any other materials as requested by Sponsor (the "**Submitted Materials**"). You must utilize the upload tool and follow the instructions provided. Submitted Materials may be subject to format requirements as well as other restrictions (for example, duration of video), as set forth in the additional rules on the Contest Page.
- 2. **Consent of Others:** Only the Entrant should appear in the Submitted Materials. If an Entrant features other people in the Submitted Materials, the Entrant needs their prior written consent before doing so. If any person included in the Submitted Materials is not of the Age of Majority, that individual's parent or legal guardian will need give written consent. Entrants may be required to provide proof of such consent and failure to do so (or if such consent is determined by Sponsor to be inadequate or incomplete in any respect) may result in disqualification.

#### 3. Requirements for Submitted Materials:

- 1. Submitted Materials must be 100% original and not have been previously featured, published or used in similar contests. You represent and promise that Submitted Materials do not and will not infringe or violate any right of any third party or entity, including but not limited to copyright, right of publicity, and right of privacy. Submitted Materials shall not include the intellectual property of third parties such as trademarks, music, pictures or other material of third parties without the third party's consent (where required). Please check with any relevant third party to make sure that you have the rights to submit any material created by a third party, such as a photographer or videographer; as set forth above, Sponsor may require proof of such consent as a condition of eligibility. Any Submitted Materials deemed to be crude, indecent, profane, offensive, vulgar, obscene or which contain nudity or pornography will be rejected in the sole and absolute discretion of Sponsor (Offensive content includes but is not limited to hate speech of any kind; that is, material that disparages or denigrates an individual based on his/her/their race, religion, ethnicity, national origin, sexual orientation, gender/gender identification or any other personal characteristic).
- Sponsor may, at its sole and absolute discretion, reject Submitted Materials if (a) they depict or reference the usage of alcohol, drugs, any illegal conduct, violent or reckless behaviour; (b) include any content which is irrelevant to the theme of the competition; (c) shows Sponsor in a negative light or adversely affect the goodwill and business reputation of Sponsor, other otherwise violates these Terms and Conditions. DO NOT INCLUDE PERSONAL INFORMATION (E.G., FULL NAME, E-MAIL ADDRESS, TELEPHONE

NUMBER) IN SUBMITTED MATERIALS. Sponsor may reject Submitted Materials if it determines (in its sole discretion) that an Entrant overly relied on photo/video-editing software or similar programs. False, deceptive or incomplete entries or other information provided by Entrants may render an entry ineligible.

- 4. Additional Information: Sponsor reserves the right to contact an Entrant for any reason including to request resubmission of one or more of the or additional Submitted Materials. If an Entrant cannot be reached within a reasonable period of time at the contact information provided, Sponsor may disqualify the Entrant/entry.
- 5. **Guidelines**: Sponsor may establish additional guidelines for the Submitted Materials, including the quality and quantity of materials required to be submitted. By entering the Competition, you may be required to complete a consent and release to allow Sponsor and/or Promotion Entities to use your Submitted Materials. Should such a document be required, your entry shall not be considered complete until we receive your signed consent and release.
- 6. **Ownership of Submitted Materials:** Submitted Materials become the property of Sponsor and will not be returned. Entrants retain ownership of their intellectual property in Submitted Materials (e.g., original musical compositions, screenplays, etc.), but hereby grant to Sponsor and each Promotion Entity (when they submit a qualifying entry to Sponsor)the right and license to copy, distribute, perform, display, create derivative works, publish, use, adapt, edit, and/or modify such entry in any way, in any and all media, without limitation and without consideration to Entrant. You represent and warrant to Sponsor and each Promotion Entity that you as the Entrant have sufficient legal rights over your Submitted Materials to grant the aforementioned rights and licenses to Sponsor and each Promotion Entity from any and all infringement or misappropriation actions or claims of intellectual property or any other intangible rights or properties against Sponsor and/or a Promotion Entity for the exercise of their rights and licenses granted by you hereunder for your Submitted Materials.
- 7. Entry Period: Only one entry per person per Competition; all subsequent entries will be disregarded. However, should Sponsor determine in its sole discretion that an Entrant has engaged in repeated, egregious or blatant violations of the entry limit, all entries by such individual in the corresponding Competition will be declared void and they will be disqualified from the Competition and future Competitions offered on the Website and/or Application. Entrants may submit their entry forms using the above procedures anytime during the entry period. Late Entrants or Submitted Materials will not be accepted. SAHILZ's server shall function as the official clock for all purposes of the Competition. Date of entry during the entry period will not affect chances of being chosen. The entry period shall be as determined in the sole and absolute discretion of Sponsor and may be extended without notice at any time.
- 8. **Social Media**: If you enter this Competition through a social media platform, additional rules will apply to your entry. For example, you are required to comply with the applicable social media platform's content guidelines such as:
- YouTube's Community Guidelines: https://www.youtube.com/howyoutubeworks/policies/community-guidelines/
- Facebook's Community Standards: https://www.facebook.com/communitystandards/
- Instagram's Community Guidelines: https://help.instagram.com/581066165581870

Please review the rules relevant to the applicable social media platform to ensure that your entry complies with the relevant requirements; if you fail to comply, your entry will be disqualified.

- 1. **Mobile Devices**: If you enter or participate (including voting) in a Competition using a mobile device, you are solely responsible for all wireless Internet access and other fees imposed by your wireless carrier. IT IS STRONGLY RECOMMENDED THAT YOU REVIEW YOUR WIRELESS CARRIER'S PRICING PLAN BEFORE ENTERING/PARTICIPATING VIA MOBILE DEVICE. Not all mobile devices offer necessary service to enter/ participate in a Competition; and, wireless Internet access may not be available in all areas.
- 2. **Publication**: Sponsor may publish Submitted Materials on the Website, the Application, or any other platform (the "**Platform**") as determined in the sole and absolute discretion of Sponsor. If publicly placed on the Platform, Entrant understands and agrees that:
  - 1. the Submitted Materials may differ from what they submitted to Sponsor due to technological limitations or malfunctions; and
  - 2. Sponsor will use the Entrant's first name, last initial (or, if provided and in compliance with Sponsor's guidelines, the Entrant's user name) to attribute Submitted Material to Entrant.

### FORMAT AND SELECTION OF WINNERS

- 1. **Format of Contest**: Competitions may be conducted in one or more competition rounds and may involve voting by the public and/ or by a panel of judges. The format, rules of voting, and timelines of a particular Competition will be determined by the Sponsor in its sole discretion and set out on the Contest Page.
- 2. Competition rounds:
  - a. **Preliminary Pre-Judging Round**: Sponsor will do a preliminary screen of all entries for compliance with the Terms and Conditions to determine the eligible Entrants to advance to the initial voting round.
  - b. **Voting Round(s)**: One or more rounds of voting will help determine the Winner(s). Sponsor may release information about the results of voting at any time during or following a round of voting. Voting rounds typically include:
  - c. **Public Voting**: Most Competitions start with one or more round of public voting to determine which Entrants qualify for the final round of voting by judges. In a public voting round, individuals who are the Age of Majority as of the date of voting may cast up to 2,000 votes for the Entrant's Submitted Material of their choice. Voters will have one free credit to vote and may purchase additional credits to vote (for one or more Entrants). Qualifying votes shall only be cast in accordance with the instructions on the Contest Page.
  - d. **Voting by Judges**: Following Public Voting, judges will select the Winner(s) of the Competition. Winner(s) will be selected among the eligible Entrants based upon evaluation of the Entrants' qualifications as well as the quality of the Submitted Materials. Winners are selected based on creative criteria as further detailed on the Contest Page.
  - e. **Prohibited Voting**: Entrants may not vote for themselves/their Submitted Materials. "Bot" activity or any kind of robotic or automated voting mechanism is not an

acceptable form of voting. If this type of false voting is detected, Sponsor reserves the right to take any action it deems necessary, including, but not limited to, initiating proceedings for fraud and/or banning the associated IP address from voting (as well as removing such "tainted" votes from the count of votes for affected Submitted Materials/Entrants in the applicable round/phase). Sponsor reserves the right to disqualify Entrants suspected in partaking in this type of activity, or any other voting activity Sponsor deems unfair in its sole and absolute discretion. Sponsor also reserves the right, at their sole and absolute discretion, to disqualify any individual they find to be tampering with the entry or voting process or the operation of the Competition. Sponsor may also prohibit such individual from participating in future Competitions offered on the Website and/or Application.

#### 3. Voter Refunds, Rewards and Other Incentives:

- a. When the Competition is based on public voting, no refunds will be issued once a vote is cast through the Platform; a vote is considered to be cast only after SAHILZ has acknowledged receipt of same. As a Voter, you are responsible for understanding this upon casting any votes in the Competition.
- b. Although some Competitions have a portion of their proceeds going to a specified charity, please note that purchased votes are not tax deductible (please see below).
- c. Entrants may not directly or indirectly offer financial or other rewards or incentives for their voters or the judges or otherwise attempt to manipulate voting in any manner and any such offers or attempts will result in disqualification of the Entrant. Sponsor may also prohibit such Entrants from participating in future Competitions offered on the Website and/or Application.
- 4. **General Criteria**: Winning the Competition will not be determined by chance. The likelihood of being selected to proceed to each of the different rounds/phases of the Competition depends on the number of eligible Submitted Materials, the judging criteria for each round/phase, how well an eligible Entrant's Submitted Material rates on each criterion compared to other eligible Entrants' Submitted Materials, and the results of voting in each round/phase.
- 5. **Notification to Entrants**: Eligible Entrants for each round/phase, if any, and the Winner(s), if any, will be notified by email, telephone, or other means reasonably calculated to provide notice. Entrants consent to verification by the Sponsor of all information provided by Entrants and compliance with these Terms and Conditions and any other applicable competition rules. If you are selected as a Winner, your information may also be included in a publicly available Winner's list.

#### PRIZES

- 1. Winner(s) will receive a prize as set out in the Additional Rules on the Contest Page and may be featured on the Platform or any other location, physical or electronic. No Winner may refer to themselves publicly in any manner that may suggest or create any confusion that Sponsor is endorsing the Winner.
- 2. Winners(s) will need to fill out and provide necessary documentation in compliance with Competition eligibility and successful completion of any instructions set out by Sponsor. No taxes will be withheld on behalf of the Winner or any other person who is given any prize, honorarium or other compensation in connection with the Competition. The Promotion Entities shall not be responsible for or liable to any party on account of any

applicable taxes or other charges payable on any prizes or other compensation in connection with the Competition.

- Prizes will be distributed to the Winner(s) as soon as possible (typically within two (2) six (6) months of the completion of the Competition).
- 4. Sponsor shall only be responsible for providing their portion of the prize(s) and shall not be liable where a third party does not supply all or portion of a prize set out on the Contest Page.
- 5. Prizes must be accepted as awarded without substitution, are not transferable or for resale, and have no cash value. SAHILZ and/or Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize of equal or greater retail value or for a cash payment without liability.
- 6. Sponsor will not be held liable for any injury, loss or damages that could directly or indirectly incur by reason of acceptance of a prize.
- 7. Sponsor shall not be liable for any shipping or other delays in providing prizes to Winners.
- 8. Winners remain responsible for any income taxes for their prizes, whether in the form of cash or other consideration.

#### CHARITY

- 1. Some Competitions may have a portion of their proceeds going to a specified charity. In the event that the specified contest charity, if any, is not able to accept the donation, Sponsor may donate the charity share of the revenue, if any, to an alternate charity of their choosing.
- 2. The Contest Page sets out the charity (if any) that your vote will contribute to. Up to 10% of proceeds received from voting will typically go towards the charity set out in the Contest Page.

#### CONDUCT

Failure to comply with these Terms and Conditions may result in disqualification. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual: (a) acting in any manner deemed by Sponsor to be in violation of these Terms and Conditions or the additional rules on the Contest Page; or (b) acting in any manner deemed by Sponsor to be unsportsmanlike, disruptive, and/or with intent to annoy, abuse, threaten, or harass any other person. ENTRANTS MAY NOT VOTE FOR THEMSELVES. ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **VERIFICATION OF WINNER**

Winners will need to execute eligibility, releases and other documents ("**Prize Claim Documents**"), as may be required or permitted by law. A Winner may be disqualified if

Sponsor is unable to verify his or her personal information, the Winner fails to claim his or her prize within five (5) days of being notified and/or the Winner is unable to or refuses to fill out the Prize Claim Documents.

#### PRIVACY AND COLLECTION OF INFORMATION.

By participating or voting in the Competition you consent to the collection, use, and disclosure of your information by the Promotion Entities (including Sponsor) in accordance with applicable laws and SAHILZ'S Privacy Policy This information may include, but is not limited to information including in your entry and name, address, phone number, email address, social media handle, and amount paid per vote. Promotion Entities (including Sponsor) may contact you directly about products/ services and marketing (non-related to the Competition). You can opt-out at any time by contacting the relevant Promotion Entity (or Sponsor) directly. Payments are processed through a service provider and financial information is not collected by Sponsor. Please see SAHILZ'S Privacy Policy for more information.

#### DISCLAIMER AND RELEASE OF LIABILITY

- 1. SPONSOR AND PROMOTION ENTITIES ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE ENTRY INFORMATION, HUMAN ERROR, TECHNICAL MALFUNCTION, FAILURES, OMISSION, INTERRUPTION, DELETION, OR DEFECT OF ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEMS, COMPUTER EQUIPMENT, SERVERS, ACCESS PROVIDERS, OR SOFTWARE, INCLUDING ANY INJURY OR DAMAGE TO PARTICIPANT'S OR ANY OTHER PERSON'S COMPUTER RELATING TO OR RESULTING FROM PARTICIPATION IN THIS COMPETITION; INABILITY TO ACCESS THE ENTRY WEBSITE, APPLICATION (OR ANY OTHER PLATFORM) OR ANY PAGES THEREOF; THEFT; TAMPERING; DESTRUCTION; OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF ENTRIES; ENTRY SUBMISSIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE INCOMPLETE, GARBLED, JUMBLED, CORRUPTED, DAMAGED, INACCESSIBLE, DELAYED, MISDIRECTED OR LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION OR TRAFFIC CONGESTION ON THE INTERNET OR ANY WEBSITE OR FOR ANY OTHER REASON. PROOF OF ENTERING INFORMATION ON THE WEBSITE OR THE APPLICATION IS NOT CONSIDERED PROOF OF DELIVERY OR RECEIPT. ALL DATES SET FORTH IN THESE TERMS AND CONDITIONS ARE APPROXIMATE. SPONSOR RESERVES THE RIGHT TO EXTEND OR SHORTEN ANY DEADLINES. FALSE AND/OR DECEPTIVE ENTRIES OR ACCOUNTS SHALL RENDER ENTRY INELIGIBLE.
- 2. ALL ENTRANTS, VOTERS, AND WINNERS RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS SPONSOR AND PROMOTION ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY WITH RESPECT TO, OR IN ANY WAY ARISING FROM, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THIS COMPETITION, PUBLICATION OR USE OF THE SUBMITTED MATERIALS, ENTRANTS' NAMES AND LIKENESSES, AND/OR ACCEPTANCE, USE, MISUSE, LOSS, OR MISDIRECTION OF PRIZES, INCLUDING LIABILITY FOR PERSONAL INJURY, DEATH, DAMAGES, OR MONETARY LOSS.
- 3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SPONSOR OR PROMOTION ENTITIES BE LIABLE OR OBLIGATED TO AN ENTRANT, VOTER,

WINNER, OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST PRIZES) RELATED TO THE COMPETITION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE OR IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL IN THEIR ESSENTIAL PURPOSE. ENTRANT/VOTER/WINNER/THIRD PARTY WAIVES ANY RIGHT TO RELIEF OTHER THAN THEIR ACTUAL COSTS OF PARTICIPATING IN THE COMPETITION (IF ANY), AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SAME HEREBY WAIVE ITS/HIS/HER RIGHT TO INJUNCTIVE OR EQUITABLE RELIEF NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.

- 4. ENTRANT/VOTER/WINNER/THIRD PARTY UNDERSTAND THAT THESE TERMS AND CONDITIONS REPRESENT AN AGREED ALLOCATION OF RISK AND THE COMPETITION WOULD NOT BE POSSIBLE BUT FOR THIS AGREEMENT AND THAT SPONSOR IS RELYING ON THEIR COMPLIANCE WITH THESE TERMS AND CONDITIONS TO COMPLY WITH APPLICABLE LAW.
- 5. ALL APPLICABLE TAXES RELATING TO PARTICIPATION IN THIS CONTEST OR THE AWARDING OF THE PRIZES ARE THE RESPONSIBILITY OF THE WINNERS.
- 6. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED MADE BY SPONSOR AND, ADDITIONALLY, NO IMPLIED INDEMNITIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPONSOR AND PROMOTION ENTITIES HEREBY DISCLAIM ANY WARRANTIES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR ANY IMPLIED INDEMNITIES. YOU UNDERSTAND AND ACKNOWLEDGE THAT SPONSOR HAS NOT MADE, AND YOU ARE NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO YOU REGARDING THE VALUE OF THIS CONTEST OR THE ODDS OF YOU BECOMING A WINNER, OR ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, PRODUCTS, SERVICES AND RELATED GRAPHICS USED IN CONNECTION WITH THE PLATFORM. THE COMPETITION AND PLATFORM IS PROVIDED "AS-IS, WHERE-IS" WITHOUT TECHNICAL SUPPORT OF ANY KIND.

#### **RELEASE OF THIRD PARTIES**

This Competition is not in any manner sponsored, endorsed, or administered by, or associated with, YouTube, Facebook, Instagram or any other social media platform unless explicitly noted herein. By participating in this Competition, you agree to release the applicable social media platform from any liability in relation to your participation in the Competition.

#### FORCE MAJEURE AND ADDITIONAL SPONSOR RIGHTS

Sponsor reserves the right to cancel, terminate, modify, or suspend in whole or in part this Competition at any time and in any way, without prior notice, for any reason or no reason, in the sole discretion of Sponsor including, for example, if insufficient eligible Submitted Materials are received and/or in the event of any event beyond the reasonable control of Sponsor, including but not limited to natural disasters, epidemics, labour disputes or strikes, act of God or public enemy, equipment failures, riots or civil disturbances, terrorists activities, wars or any federal, provincial or local government laws, regulations, or orders ("**Force Majeure**" events).

#### **GOVERNING LAW AND VENUE**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions or otherwise in connection with the Competition shall be governed by, and construed in accordance with, the laws of the Province of INDIA without giving effect to any choice of law or conflict of law rules, and (ii) irrevocably consent to the jurisdiction and venue of the federal, provincial, and local courts located in Karnataka, India. Any claim or cause of action arising out of or related to the Competition must be filed within one (1) year after such claim or cause of action arose, regardless of any law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

#### **TERMS OF USE**

This Competition is subject to the Terms of Use available on our website and by participating in the Contest you agree to the Terms of Use.

#### SEVERABILITY

If any provision of these Terms and Conditions shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the Sponsor's fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

#### **ENTIRE AGREEMENT**

These Terms and Conditions combined with any Prize Claim Documents express the entire understanding between the Sponsor and Entrants, and supersedes all prior agreements and discussions with respect to the Competition.

#### **CONTACT INFORMATION**

If you have any questions or comments about the Competition as outlined above, or would like to request the name of the Winner(s), please contact Sponsor. Requests for Winner lists must be made within six (6) months of Winner being selected. Sponsor reserves the right to not disclose any and all information.