

OFFICIAL RULES
Mercedes-Benz “Small Business, Big Impact” Contest

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY IS OPEN TO LEGAL RESIDENTS OF THE 48 ADJOINING UNITED STATES OR THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OF AGE OR LEGAL AGE OF MAJORITY IN THEIR STATE OF RESIDENCE ON DATE OF ENTRY, WHO WOULD LIKE TO NOMINATE AN INDEPENDENT (NON-FRANCHISED) BUSINESS SATISFYING THE ELIGIBILITY REQUIREMENTS AS STATED BELOW.

1. Contest Dates: The Mercedes-Benz “Small Business, Big Impact ” Contest (the “Contest”) begins June 1, 2020 at 01:00:00 PM Eastern Time (“ET”), and ends October 23, 2020 at 12:59:59 PM CT (the “Contest Period”). During the Contest Period there are a series of events (each, an “Event”) which start and end on or about the dates and times noted below:

EVENT	Event START Dateⁱ	Event END Dateⁱⁱ
ENTRY SUBMISSION PERIOD	6/1/2020 01:00:00 PM ET	7/31/2020
JUDGING	8/3/2020	8/17/2020
POTENTIAL FINALISTS NOTIFICATION & CLEARANCE	8/17/2020	8/24/2020
FINALISTS ANNOUNCED	10/6/2020	
FINALIST Q&A PRODUCTION	8/24/2020	9/28/2020
PUBLIC VOTING ON INC.COM	10/6/2020	10/23/2020 (at 12:59:59 PM CT)
PUBLIC VOTING ONSITE AT INC 5000 (IF DETERMINED TO BE FEASIBLE)	10/21/2020 (at 12:00:00 AM CT)	10/23/2020 (at 12:59:59 PM CT)
WINNER ANNOUNCED	10/23/2020 (at or around 8:00:00 PM CT)	

*Each Event starts at 12:00:00 AM ET on the stated start date, unless otherwise noted.

**Each Event ends at 11:59:59 PM ET on the stated end date, unless otherwise noted.

2. Contest Entities: Sponsor: Mercedes-Benz USA, LLC, One Mercedes-Benz Drive, Sandy Springs, GA 30328 ("Sponsor"). Administrators: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, New York 11791, and INC Magazine, 7 World Trade Center, Floor 29, New York, New York, 10007 (“INC”) (each, an “Administrator” and, collectively, the “Administrators”). Sponsor and the Administrators may each be individually referred to in these Official Rules as a “Contest Entity” and both may be collectively referred to herein as the "Contest Entities".

3. Eligibility:

No purchase or payment of any kind is necessary to enter or win the Contest. The Contest is open to qualifying business entities that meet the eligibility requirements set forth in this Section 3 and that are entered into the Contest via a qualifying Entry (as such term is defined in Section 4) in accordance with these Official Rules (each, an "Entrant"). Each Entrant's eligibility to enter and win the Contest is also subject to compliance with all other terms and conditions set forth in these Official Rules. This Contest is void where prohibited by law.

To be eligible to enter and win the Contest, each Entrant must meet all of the following requirements as of the beginning of the Contest Period and continuously throughout the duration of the Contest Period: (i) be a business registered to conduct business in at least one (1) of the forty-eight (48) adjoining United States or the District of Columbia; (ii) be an independently owned and operated, non-franchised business that is not part of any other established parent or partner business(es); (iii) be founded and engaged in active daily operations; and (iv) employ one hundred fifty (150) or fewer employees (including full-time and part-time employees).

To be eligible to enter and win the Contest, a qualifying Entry must be submitted for the Entrant in accordance with Section 4 by a qualifying nominator (the "Nominator"). To be eligible to submit an Entry on behalf of an Entrant, the Nominator must be a legal resident of one (1) of the forty-eight (48) adjoining United States or the District of Columbia and be at least eighteen (18) years of age (or the age of majority in the Nominator's state of residence if greater than eighteen (18) years), as of the date of the Entry. The Nominator may be, but is not required to be, an employee of Entrant. However, the Nominator must have the authorization of the Entrant to submit the Entry on the Entrant's behalf.

Each Entrant that is entered into the Contest by a Nominator in accordance with these Official Rules will be contacted by an Administrator to notify the Entrant of the Entry and confirm that the Entrant wishes to participate in the Contest. If the Entrant wishes to participate in the Contest, the Entrant must designate a qualifying person to serve as the Entrant's sole representative for communications and all other purposes in connection with the Contest (the "Entrant Representative"). The Entrant Representative must confirm in writing that the Entrant wishes to participate in the Contest. By providing such written confirmation, the Entrant Representative agrees on behalf of itself and the Entrant to be bound by these Official Rules. For an Entrant to be eligible to win the Contest, the Entrant Representative designated by the Entrant must meet all of the following requirements as of the beginning of the Contest Period and continuously throughout the duration of the Contest Period: (i) be a legal resident of one (1) of the forty-eight (48) adjoining United States or the District of Columbia and be at least eighteen (18) years of age (or the age of majority in the Nominator's state of residence if greater than eighteen (18) years); (ii) own (at least 51%) and be the primary decision maker for, and have been actively engaged in the day-to-day operation of, the Entrant; (iii) have the authority to bind the Entrant to these Official Rules and to all agreements, conditions, consents, representations, and warranties made herein or otherwise in connection with the Contest on behalf of the Entrant; and (iv) is neither an employee, officer, director, member, shareholder, or agent of any of the Contest Entities or any of their respective parent companies, subsidiaries, affiliates, or advertising or promotion agencies, nor an immediate family member or

household member of any such employee, officer, director, member, shareholder, or agent. For purposes of these Official Rules, an “immediate family member” means any parent, spouse, children, sibling, in-law, or grandparent, and a “household member” means any person who shares the same residence at least three (3) months out of the year. If an Entrant is owned by more than one (1) person, all owners of the Entrant (including the Entrant Representative and all other owners, whether equal partners or partial owners) must agree to allow the Entrant Representative to represent the Entrant in connection with the Contest in order for the Entrant to be eligible to win the Contest.

For each Entrant selected as a Finalist for the Contest (as specified in Section 5 below), the applicable Entrant Representative will be required to provide a signed Affidavit of Eligibility and/or such other proof of eligibility as may be deemed required by the Contest Entities (as specified in Section 6 below) before the Entrant will be eligible to win any prize. If an Entrant that has more than one (1) owner is selected as a Finalist for the Contest, all owners of the Entrant (including the Entrant Representative and all other owners, whether equal partners or partial owners) will be required to provide a signed Affidavit of Eligibility and/or such other proof of eligibility as may be deemed required by the Contest Entities (as specified in Section 6 below) before the Entrant will be eligible to win any prize.

Notwithstanding anything to the contrary herein, any and all Contest prizes will be awarded to and redeemed in the name of the winning Entrant and not the Nominator, the Entrant Representative or any other owner of the Entrant, or any other third party. Under no circumstances will the Nominator, the Entrant Representative or any other owner of the Entrant or any other third party be eligible or entitled to receive any compensation whatsoever, including any prize or travel, associated with the Contest.

4. How to Enter: To enter the Contest, the following materials must be completed and submitted on behalf of the Entrant by a Nominator within the Entry Submission Period (as set forth in Section 1) in accordance with these Official Rules:

- (i) A Contest entry form; and
- (ii) An original written response (the “Response”) explaining, “what your business, or a business in your community is doing to serve others during these challenging times” (the “Call to Action”). Include a photo, video (maximum sixty (60) seconds) or link to outside content (e.g. news article) that is related to the Response. For photo/video technical requirements, go to <http://www.inc.com/mbvans/contest>. See Section 5 below for information about judging criteria and scoring for the Response.

As used in these Official Rules, “Entry” means an entry into the Contest submitted for an Entrant in accordance with these Official Rules and includes the Contest entry form, the Response, and all videos, photos, and other information contained therein or otherwise provided on behalf of the Entrant to any Contest Entity in connection with this Contest.

Entries must be submitted online at <https://www.inc.com/mbvans/contest> (the “Contest Website”). To be eligible, Entries must include all requested information and be received through the Contest Website within the Entry Submission Period (i.e., no sooner than 01:00:00 PM ET on June 1, 2020, and no later than 11:59:59 PM ET on July 31, 2020). Entries must be

spoken/written in English language only. Limit of one (1) Entry per Eligible Entrant name/email address. Use of automated entry devices or programs is prohibited.

Entries may only be submitted by a single individual (i.e., the Nominator). Group entries will not be accepted (i.e., although different individuals might have taken part in the creation of an Entry, only one individual, the Nominator, may be considered to have created and submitted the Entry).

At the time of Entry, the Nominator will have the opportunity to opt-in to receive further communications from the Sponsor. The Nominator is not required to opt-in, and opting in will not increase chances of winning. If the Nominator chooses to opt-in, the Nominator thereby grants the Sponsor permission to send the Nominator future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services. Any information collected from the Contest shall be used only in a manner consistent with the consent given by the Nominator at the time of Entry, with these Official Rules, and with the Sponsor's Privacy Policy found at <http://www.mbvans.com/sprinter/policies-and-endnotes>.

By submitting an Entry, the Nominator represents and warrants that it has obtained all of the rights, licenses, and permissions necessary to submit and use the Entry and all related information in accordance with these Official Rules from each person or entity that is named, appears, referenced or described in or helped to create the Entry. Additionally, by submitting an Entry, the Nominator represents and warrants that the Entry (including all aspects thereof):

- (i) Satisfies all requirements of these Official Rules;
 - (ii) Is the original work of the Nominator;
 - (iii) Has not previously been published or won an award or prize of any kind (with the exception of news articles or published content);
 - (iv) Does not infringe or violate the rights of any third party, including, but not limited to, copyrights, trademarks, patents, trade secrets, logos, contract and licensing rights, rights of publicity or privacy, moral rights, image rights, or any other intellectual property rights;
 - (v) Is not subject to any third-party agreements, and the Contest Entities will not be required to pay or incur any sums to any person or entity as a result of its use, exhibition, or exploitation;
 - (v) Does not contain any content that is likely to be considered offensive by the Contest Entities or could adversely affect the name, reputation, or goodwill of the Contest Entities;
 - (vi) Does not feature, refer to, or mention any competing brands of the Contest Entities;
- and
- (vii) Does not contain obscene, offensive, lewd, inappropriate, or violent suggestions that are not keeping with Sponsor's image.

By submitting an Entry, the Nominator agrees to grant the Sponsor, its parents, subsidiaries, and affiliates and their agents and designees, the exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, database rights and any other rights the Nominator has in the Entry, and also the right and permission to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, dub, adapt, publish, exploit, and use the content of and elements embodied in the Entry, in any media now known or hereafter devised (including without limitation, the Internet), for advertising and promotional purposes

without additional compensation, except where prohibited by law. Additionally, by confirming the Entrant's wish to participate in the Contest (as set forth in Section 3), the Entrant Representative agrees on behalf of him/herself and the Entrant to grant the Sponsor, its parents, subsidiaries, and affiliates and their agents and designees, the exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, database rights and any other rights the Entrant Representative or Entrant has in the Entry, and also the right and permission to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, dub, adapt, publish, exploit, and use the content of and elements embodied in the Entry, in any media now known or hereafter devised (including without limitation, the Internet), for advertising and promotional purposes without additional compensation, except where prohibited by law. The Sponsor's use of the Entry and the information contained therein will be subject to the terms and conditions of these Official Rules.

The Nominator and the Entrant Representative on behalf of him/herself and the Entrant each acknowledge and agree that the Entries submitted in the Contest for other Entrants may contain ideas and concepts that may have familiarities or similarities to the Entry submitted for the Entrant, and that it will not be entitled to any compensation or right to negotiate with or receive any compensation from the Contest Entities because of any such familiarities or similarities.

The Contest Entities' decisions are final on all matters relating to this Contest. If any Contest Entity determines in its sole discretion that an Entry fails to meet any of the requirements described in these Official Rules, the Entry will be disqualified.

5. Judging to Determine Four (4) Finalists: At the conclusion of the Entry Submission Period, all eligible Entries received at the Contest Website will be judged by a panel of judges assembled by the Administrators (the "Panel"). The Panel will score (the "Panel Score") each eligible Entry based on its Response to the Call to Action: "Tell us what your business, or a business in your community, is doing to serve others during these challenging times."

Each Entry will be judged on the following judging criteria (the "Judging Criteria"):

- Does the Response answer the Call to Action? (maximum 45 points)
- Is the Response original and well-articulated? The Response will be assessed on the content, empathy, resourcefulness, and the ability to pivot the business in a time of crisis). (maximum 45 points)
- Does the Entry include a supporting video, photo, or news article to support the Entry? Does the content of the supporting media relate to the Response? (maximum 10 points)

The Panel will score, rank, and total all points to arrive at the Panel Score, which will then be provided to Sponsor to evaluate. Requests for any Panel Score will not be responded to or shared.

The Entrants whose Entries receive the four (4) highest Panel Scores will be deemed Contest finalists (each, a "Finalist"), subject to verification of eligibility and compliance with these Official Rules. Notwithstanding the foregoing, Sponsor reserves the right to select fewer than four (4) Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. In the event of a tie between any Entries' Panel Scores, the tied Entries will be re-scored by an additional judge selected by Sponsor, who, using the Judging Criteria published in these

Official Rules, will break the tie. The judges' decisions are final and binding in all matters relating to this Contest.

6. Notification of Finalists: The Finalists will be notified by mail, phone, or e-mail on or about, August 17, 2020. For each Entrant selected as a Finalist for the Contest, the applicable Entrant Representative must submit the following completed documents (collectively, the "Required Documentation") to Marden-Kane, Inc. via e-mail or fax (and subsequently by mail, per instructions to be provided) no later than 11:59:59 PM ET on August 24, 2020: (i) Affidavit of Eligibility and Publicity Release; (ii) W9 Tax Form; (iii) a Background Check Release Form; (iv) copy of current driver's license; and (v) any other documentation as may be required by the Contest Entities. If an Entrant with more than one (1) owner is selected as a Finalist, all owners of the Entrant (including the Entrant Representative and all other owners, whether equal partners or partial owners) will be required to provide the Required Documentation as described above.

Designation as a Finalist is subject to proof of eligibility under these Official Rules, maintaining compliance with these Official Rules, and approval by Sponsor. All Finalists are considered "potential" pending submission of the Required Documentation and verification of eligibility and compliance with these Official Rules. If any documents or communications sent by any means to a potential Finalist are returned as undeliverable, or if a potential Finalist fails to properly execute and return all Required Documentation described herein in the time noted, or if a potential Finalist is found not to be eligible or not in compliance with these Official Rules, the potential Finalist will be disqualified and, at the sole discretion of the Sponsor, the next highest scoring Entrant will move up and be notified, time permitting. The Panel's and Sponsor's decisions are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules.

The Nominator and the Entrant Representative on behalf of him/herself and the Entrant each acknowledge and agree that if the Entrant is selected as a Finalist, the Contest Entities may, except where prohibited by law, post the Nominator's, the Entrant Representative's, and the Entrant's respective names, business names, and city and state online. Additionally, the Entrant Representative acknowledges and agrees on behalf of him/herself and the Entrant that the Affidavit of Eligibility and Publicity Release that each potential Finalist must complete will contain consents to use (where lawful) the Entrant Representative's and Entrant's respective names, business names, city and state, background, stories, and photographs for promotional purposes without any compensation to Entrant Representative or Entrant, and that refusal to provide such consents via a signed Affidavit of Eligibility and Publicity Release will disqualify the potential Finalist from the Contest and from receiving any prize.

7. Finalist Video Production: To compete in the Public Vote phase of the Contest, all Finalists will be required to create a video ("Finalist Video") with the assistance of INC, according to the following specifications:

- Timing: INC. and the Finalist's Entrant Representative will agree on a mutual date to be interviewed within the designated time period determined by Sponsor. If the Entrant Representative is unavailable or unwilling to participate within the designated time period, the Finalist will forfeit its position as a Finalist in the Contest.

- Theme: The Finalist Video will animate how the Finalist has had a positive impact on its community during these challenging times, and why owning a Sprinter Cargo Van will help the Finalist regrow its business.
- Fees: All video shoot, editing and production expenses to be paid by INC.

INC will produce the final version of the Finalist Video and create a profile for each Finalist (collectively, the "Content"), which will be posted online on the Contest Website. INC and Sponsor will make all final creative decisions regarding the Content produced for each Finalist. Neither the Finalist nor its Entrant Representative will not have any right to review or approve any such Content before it is posted to the Contest Website.

All materials and information submitted by or on behalf of Finalist or its Entrant Representative in connection with the creation of the Content become the property of the Sponsor and will not be returned. By participating in the creation of the Content, the Finalist and its Entrant Representative irrevocably grant to Sponsor and its affiliates, agents and licensees the royalty-free right and permission to unconditionally and perpetually reproduce, copy, store, transmit, publish, display, adapt and/or otherwise use or reuse the Finalist's and its Entrant Representative's video submission, name, picture, voice, statements, background and biographical material, photographs, pictures, stories, testimonials or other likeness, prize information, any information contained in the Content, as well as any other information or materials arising out of the Finalist's or its Entrant Representative's participation in the Contest for advertising, promotional, commercial, publicity and/or any other purposes (without limitation), in any and all media now or hereafter known, in any language, throughout the world, in perpetuity and in any manner without further review, notice, approval, consideration or compensation of the Finalist or its Entrant Representative. Unless prohibited by law, the Finalist and its Entrant Representative waive any rights of privacy, rights of publicity, intellectual property rights, and other rights that may preclude Sponsor from using or disclosing all or any part of the Content in any manner and for any purpose. By participating in the creation of the Content, the Finalist and its Entrant Representative further release Sponsor from any future claims arising out of any use or disclosure of the Content consistent with these Official Rules. All materials and information submitted by or on behalf of Finalist or its Entrant Representative in connection with the creation of the Content will be screened and may be published on the Internet or in other media at the sole discretion of the Sponsor. Without limitation to the foregoing, Sponsor may post any and all video submissions on the Contest Website following the Contest Period. The use or publication of a Finalist's or its Entrant Representative's name or information in connection with the Contest does not signify that the Finalist is a Contest winner. By participating in the creation of the Content, the Finalist and its Entrant Representative acknowledge and agree that they will not now or in the future be paid or compensated in any way for the Content or for granting the Sponsor any of the rights related thereto set out in these Official Rules, whether the Finalist is chosen as a Contest winner or not. Further, the Finalist and its Entrant Representative acknowledge and agree that Sponsor is not obligated to make use of the Content or any of the rights related thereto granted to Sponsor in these Official Rules.

In the sole discretion of Sponsor, and subject to restrictions on travel and/or public gatherings, all four (4) Finalists may receive entry and a trip to attend the INC 5000 Conference in San Antonio, TX, currently scheduled to take place October 21-23, 2020, including: (i) two (2) tickets to the INC 5000 Conference; (ii) two (2) roundtrip coach tickets (up to \$1,500 total) from airport

closest to Finalist's business address to San Antonio, TX; and (iii) three (3) nights at the JW Marriott San Antonio Hill Country Resort & Spa. All other expenses not listed are the responsibility of the Finalist. If any Finalist resides within a one-hundred (100) mile radius the JW Marriott San Antonio Hill Country Resort & Spa, ground transportation may be provided in lieu of airfare. Finalists choosing not to travel to the INC 5000 Conference on the specified dates will not be penalized for not attending.

8. Public Voting: The four (4) Finalist Videos will be presented for public voting online at the Contest Website beginning October 6, 2020 at 12:00:00 AM ET and ending October 23, 2020 at 12:59:59 PM CT. Additionally, if feasible, the four (4) Finalist Videos will also be presented for public voting onsite at the INC 500 Conference beginning October 21, 2020 at 12:00:00 AM CT and ending October 23, 2020 at 12:59:59 PM CT. Maximum five (5) votes per day per person, online or onsite at the INC 500 Conference. Votes will be tallied by Sponsor or an Administrator on October 23, 2020, and the Finalist with the greatest number of votes will be determined the Grand Prize Winner. In the event of a tie, Sponsor will determine the Grand Prize Winner in its sole discretion, which decision shall be final and binding.

If feasible, the Grand Prize Winner will be announced at the INC 500 Conference on October 23, 2020. For the name of the Contest winners available after October 23, 2020, send an email with subject line: Mercedes-Benz "Small Business, Big Impact" Contest to: winnerslist@mardenkane.com. Requests received after November 30, 2020 will not be fulfilled.

9. Prizes:

Grand Prize: One (1) Finalist selected as the Grand Prize Winner will receive the following prize:

- One (1) Mercedes-Benz Sprinter Cargo Van with an average retail value ("ARV") of up to \$40,000.00, inclusive of a Destination and Delivery fee. The Grand Prize Winner will work with Sponsor to select color and features of vehicle within the ARV amount; and
- \$10,000.00 cash (in the form of a check).

Runners Up: Each of the three (3) Finalists selected as Runners Up will receive the following prize:

- \$5,000.00 cash (in the form of a check).

All prizes are will be awarded in the name of the winning Entrant only and will not be awarded in the name of its Nominator, its Entrant Representative or any other owner of the Entrant, or any other third party. Prizes are non-transferable and must be accepted as is. No substitutions or cash equivalents are allowed, except at the discretion of the Sponsor in which case a prize of equal or greater value may be awarded. Any difference between the estimated and actual value of any prize will not be awarded

Each winning Entrant is responsible for all taxes and all other costs and expenses associated with the acceptance and use of its prize (except for any costs or expenses explicitly listed herein as being included in the prize). The Grand Prize Winner is responsible for registration, license, taxes, title and insurance fees and any other expenses not listed related to acceptance and use of the Mercedes-Benz Sprinter Cargo Van included in the Grand Prize and must provide a valid driver's license and evidence of insurance prior to delivery.

Failure by any winning Entrant to take delivery of its prize within thirty (30) days of availability could cause prize to be forfeited and awarded to an alternate. If the Grand Prize is forfeited by the Grand Prize Winner for any reason, Sponsor will have no further obligation to the Grand Prize Winner, and the Finalist with the next greatest number of votes will awarded the Grand Prize, time permitting.

All details related to any prize not specified herein shall be determined solely by Sponsor.

10. Binding Effect, Release, Limitation of Liability: BY PARTICIPATING IN THE CONTEST, THE NOMINATOR AND THE ENTRANT REPRESENTATIVE ON BEHALF OF HIM/HERSELF AND THE ENTRANT EACH AGREE TO ABIDE BY THE TERMS OF THESE OFFICIAL RULES AND THE DECISIONS OF THE CONTEST ENTITIES OR THEIR DESIGNEES (WHOSE DECISIONS ARE FINAL AND BINDING), TO WAIVE ANY RIGHT TO CLAIM ANY AMBIGUITY OR ERROR IN THESE OFFICIAL RULES OR THE CONTEST ITSELF, AND TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CONTEST ENTITIES AND EACH OF THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS, DISRUPTION OF BUSINESS, COSTS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND LITIGATION COSTS) OR ANY LIABILITY OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, FOR ANY INJURY, DAMAGE, DEATH, LOSS OR ACCIDENT TO PERSON OR PROPERTY) ASSERTED, INCURRED, OR SUSTAINED BY SUCH RELEASEES IN CONNECTION WITH OR ARISING FROM SUCH NOMINATOR'S, ENTRANT REPRESENTATIVE'S, OR ENTRANT'S PARTICIPATION IN THE CONTEST, BREACH OF THESE OFFICIAL RULES, OR ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE THAT MAY BE AWARDED IN CONNECTION WITH THE CONTEST.

THE RELEASEES WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOST REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT ARISING FROM THE ACCEPTANCE OF THE PRIZE.

Releasees are not responsible for printing or typographical errors in any Contest-related materials; or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason including computer, telephone, paper transfer, mail system, human or other error; or for electronic, computer, or telephonic malfunction or error, access any website associated with this Contest, or process any transaction thereon. Sponsor reserves the right, in its sole discretion to disqualify any Entry and to modify, terminate, or suspend this Contest should virus, bugs, non-authorized human intervention, action of the Nominator, the Entrant, or the Entrant Representative, or any other party, or other causes corrupt or impair the administration, security, fairness, or proper play of the Contest and, if the Contest is modified, terminated, or suspended, select winners from those eligible, non-suspect Entries received prior to the event requiring such modification, termination, or suspension. Should the Contest be terminated or modified prior to the stated expiration date, notice will be posted on the Contest Website. Any attempt by a Nominator, Entrant Representative, Entrant or any other party to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws, and should such an attempt be made, the Contest Entities and each of their licensees reserve the right to seek prosecution, damages and other remedies from any

such person to the fullest extent permitted by law. Any attempts by any individual to access any website associated with this Contest via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

11. Governing Law: The Contest and these Official Rules will be governed, interpreted, and enforced by the laws of the State of Georgia, without regard to its conflict of laws principles.

12. Binding Arbitration: BY PARTICIPATING IN THE CONTEST, THE NOMINATOR, THE ENTRANT REPRESENTATIVE, AND THE ENTRANT, AND ALL PERSONS MAKING CLAIM THROUGH OR ON ACCOUNT OF ANY OF THE FOREGOING, WAIVE ALL RIGHTS TO A TRIAL IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THE CONTEST OR THESE OFFICIAL RULES AND AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE CONTEST OR THESE OFFICIAL RULES SHALL BE SETTLED BY BINDING ARBITRATION LOCATED IN FULTON COUNTY, GEORGIA, IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. JUDGMENT ON ANY SUCH ARBITRATION AWARD MAY BE ENTERED INTO ANY COURT HAVING JURISDICTION THEREOF.

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