TaxSlayer Gator Bowl Trivia Promotion Official Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW. THE FOLLOWING PROMOTION IS INTENDED FOR VIEWING IN THE UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY (EXCLUDING PUERTO RICO, OTHER U.S. TERRITORIES AND FOREIGN TERRITORIES) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT PROCEED WITH THIS PROMOTION IF YOU ARE NOT LOCATED IN THE UNITED STATES OR THE DISTRICT OF COLUMBIA.

- 1. ELIGIBILITY: TaxSlayer Gator Bowl Trivia Promotion (the "Promotion") is open to legal residents of the 50 United States and the District of Columbia (EXCLUDING PUERTO RICO, OTHER UNITED STATES TERRITORIES, AND FOREIGN TERRITORIES), and who are eighteen (18) years of age or older as of the date of entry. The following are not eligible for the Promotion: (i) employees and agents of Sponsor and Promoter and their respective parent, subsidiary and affiliated companies, and each of their respective advertising/promotion agencies; and (ii) the "immediate family members" and/or "household members" of any of the persons set forth in (i) above. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Participation in the Promotion constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions. The decisions of the Sponsor regarding all matters relating to the Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. This Promotion is void in all U.S. Territories, (e.g., Puerto Rico and Guam) and where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.
- **2. SPONSOR; PROMOTERS**. This Promotion is sponsored by the TaxSlayer Gator Bowl (the "Sponsor"). Any advertisers associated with the Promotion, if any, shall be deemed a "Promoter" for purposes of these Official Rules.
- **3. ENTRY PAGE**. To access and/or enter the Promotion, log-on to the www.taxslayergatorbowl.com/trivia/ during the Promotion Period (as defined below) and follow the provided instructions to submit the participant's answer to each Question appearing on the Website during the applicable Entry Period. Complete your entry by clicking on the "Play Now" button.
- **5. TIMING.** The Promotion begins on Wednesday, September 7, 2022 and ends on Thursday, December 1, 2022 at 5:00 pm (or upon the completion of the last game from that day) (the "Promotion Period"). For purposes of these official rules (the "Official Rules") all times are Eastern Standard Time ("EST").

6. HOW TO PLAY.

- a. General. The objective of the Promotion is to accumulate the most points each week by correctly selecting the answer to each trivia question offered during the thirteen (13) weeks of the Promotion Period:
 - Week 1 (Wed., Sept. 7 Thu. Sept. 8)
 - Week 2 (Wed., Sept. 14 Thu. Sept. 15)
 - Week 3 (Wed., Sept. 21 Thu. Sept. 22)
 - Week 4 (Wed., Sept. 28 Thu. Sept. 29)
 - Week 5 (Wed., Oct. 5 Thu. Oct. 6)
 - Week 6 (Wed., Oct. 12 Thu. Oct. 13)
 - Week 7 (Wed., Oct. 19 Thu. Oct. 20)
 - Week 8 (Wed., Oct. 26 Thu. Oct. 27)
 - Week 9 (Wed., Nov. 2 Thu. Nov. 3)
 - Week 10 (Wed., Nov. 9 Thu. Nov. 10)
 - Week 11 (Wed., Nov. 16 Thu. Nov. 17)
 - Week 12 (Wed., Nov. 23 Thu. Nov. 24)
 - Week 13 (Wed., Nov. 30 Thu. Dec., 1)
- b. Selections. You may enter your selections online by selecting the answers to the trivia questions and completing the necessary contact information on the taxslayergatorbowl.com/trivia site by the lock-time. In each of the subsequent weeks of the promotion, entrant must revisit the web page and answer trivia questions and complete contact information and clicking play now by each week's lock-time.
- c. Scoring. Each week during the Promotion Period, entrants will select the answers of four (4) four trivia questions and one (1) tie-breaker question. Points will only be received for correctly selecting the correct answer. Entrants do not receive or lose points for incorrect picks.
- d. Lock-time. Entry selections will lock at 5:00 pm EST on each Thursday of the respective week. Entrants must make sure their answers are submitted by this lock-time. Selections submitted after the lock-time are considered invalid and no points will be received.
- e. Ties.

Weekly Tiebreakers: In the event multiple entrants select correct winner and the tiebreaker score is equal, the winner will be selected by a random drawing.

- **7. ENTRY**. There is no entry fee required to participate in the Promotion. Only one (1) entry per person, per email address is permitted. Only entries received online in accordance with these Official Rules will be accepted. No other forms of entry fax, mail, email, phone or other will be accepted. Entry materials/data that have been tampered with or altered are void. The Weekly winner will be determined on or about the Friday following each promotion period.
- **8. PRIZES**. Odds of winning prizes depend on the total number of eligible entries received and the relative college football knowledge of all entrants.

• Thirteen (13) Weekly Winner Prizes - The eligible entrant that answers the most correct questions each week, and wins the tiebreaker, if necessary, wins a TaxSlayer Gator Bowl swag bag. (ARV \$100 per)

No cash or other prize substitution, assignment or transfer of prizes permitted, except at Sponsor's sole discretion due to prize unavailability. Sponsor reserves the right to substitute a prize with one of comparable value or greater value (e.g., Sponsor may opt instead to award the cash equivalent of any prize in lieu of the prize itself). THE WINNER IS SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE.

Prize winners should allow up to 6-8 weeks after they return their signed, notarized affidavit to receive their prize.

9. ENTRY ERRORS/ NO RETURN OF ENTRIES; DISPUTES. Neither Sponsor nor Promoters are responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries, which will be disqualified. Neither Sponsor nor Promoters are responsible for any unavailability of or interruptions to any service or equipment used in connection with the Promotion, including, without limitation, (1) interruptions to any network, server, Internet, website, telephone, satellite, computer or other connections (2) failures of any telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, or (4) other errors of any kind, whether human, technical, mechanical or electronic, or (5) the incorrect or inaccurate capture of entry or other information or the failure to capture any such information.

Once submitted, entries become the sole property of Sponsor and will not be acknowledged or returned. In the event of a dispute as to any entry, the authorized account holder, i.e., natural person associated with the entry, will be deemed to be the registrant. Potential winners may be required to show proof of identification, and Sponsor may require that the potential winner provide proof that his/her identification matches the User Information associated with the winning entry (both at the time of entry and at the time of verification of a potential winner). SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY POTENTIAL WINNER IF IT DETERMINES, IN ITS SOLE DISCRETION, THAT ANY USER INFORMATION WAS CHANGED OR FALSIFIED IN ORDER TO MEET ELIGIBILITY REQUIREMENTS.

10. POTENTIAL WINNERS. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL. SPONSOR SHALL SOLELY DETERMINE ANY FORM OF VERIFICATION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIBIGILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS, AFFIDAVITS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON MAY BE DEEMED A DEFECTIVE ENTRY AND VOID. Potential winners will be notified via email (or overnight mail) sent within fifteen (15) business

days following the end of the Promotion Period. It is the sole responsibility of the entrant to notify the Sponsor during the Promotion Period if his or her e-mail address has changed. A potential winner will be disqualified and an alternate potential winner will be selected (i.e., the next highest scorer) if (i) he/she does not comply with these rules (or is otherwise determined to be ineligible), (ii) he/she does not respond to the prize notice within five (5) days of its transmission (or receipt, if mailed), or if the emailed prize notice, after three (3) attempts, is returned as undeliverable, or (iii) the prize is undeliverable for any reason. If Sponsor notifies, or seeks to deliver a prize to or otherwise attempts to contact an alternate potential winner, and such alternate potential winner is subsequently disqualified then Sponsor shall use its reasonable business judgment to determine, in its sole discretion, the disposition of the prize (e.g., may choose another alternate potential winner in a manner consistent with these rules or donate the prize to another entity, at its sole discretion).

Winning a prize is contingent upon fulfilling all requirements set forth herein. Winners are solely responsible for any and all expenses, relative to participation in the Promotion (including acceptance of any prize) not specified herein.

11. AFFIDAVIT OF ELIGIBILITY/LIABILITY RELEASE. As a condition of receiving a prize, potential winners may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and, except where prohibited, a Publicity Release, within fifteen (15) days of the date stated on the prize notice.

Except where prohibited, participation in this Promotion constitutes winner's consent to Sponsor's and Promoters', and any of their respective agents' use of winner's name, likeness, voice, opinions and biographical information for publicity, advertising, trade or promotional purposes in any media or manner, now known or hereafter devised, worldwide, without further payment, consideration, notice or approval.

12. CONDITIONS OF PARTICIPATION. Participation constitutes entrant's full and unconditional agreement to these official rules and to Sponsor's decisions. The decisions of the Sponsor in regards to all matters of this Promotion are final and binding.

Sponsor reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the Promotion and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Without limiting the foregoing, Sponsor may lock out an entrant who, in Sponsor's sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter. CAUTION: A PERSON WHO ATTEMPTS DELIBERATELY TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION OR TO ALTER OR DAMAGE A WEBSITE MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES AND FINES; AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Without limiting the foregoing, Sponsor may modify, cancel, terminate, and/or suspend the Promotion if, in the Sponsor's sole opinion, an incident of any kind occurs to corrupt or impair the administration, security, integrity, fairness or play (as intended) of the Promotion, including

without limitation: (a) viruses, bugs, unauthorized human intervention, fraud or technical failure; or (b) earthquake, flood, fire, storm or other natural disaster, act of God; or (c) labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict (whether or not officially declared). In the event of a cancellation or termination by the Sponsor the entrant who has selected the answers (and who wins any pending tiebreakers) at the time of any said action will be awarded the weekly prize.

- 13. RELEASE AND INDEMNITY. By participating in this Promotion or receiving a prize, entrants (and in particular, winners) agree to release and to indemnify and hold harmless Sponsor, Promoters, and each of their respective related companies, and all of their respective officers, directors, employees and agents (collectively, the "Released Parties") for any liability, injury, death, loss or damages to entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this Promotion (or related activities) or the acceptance, possession or use/misuse of a prize.
- **14. GAMBLING PROHIBITION.** This Promotion is strictly for entertainment purposes and may not be used in connection with any form of gambling.
- 15. LIMITATIONS OF LIABILITY. The Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Promotion or prizes, and are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment, hardware, software or programming associated or used with the Promotion; (2) technical errors, defects, delays or failures of any kind, including without limitation malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (3) digital or electronic disruptions, e.g., viruses; (4) unauthorized human intervention, e.g., hacking; (5) technical or human error which may occur in connection with any aspect of the Promotion; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion, access to, copying or downloading materials from taxslayerbowl.com or any other website, or receipt or use of any prize.
- 16. DISPUTES/CHOICE OF LAW. Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Duval county, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Florida law, without reference to Florida's choice of law rules, governs the Promotion and all aspects related thereto.
- **17. PRIVACY**. Personally identifiable information that is submitted by entrants as part of this Promotion will be used to administer the Promotion, select prize winners and fulfill prizes.

Sponsor and Promotors may utilize this information to notify you of special offers. Entrants may opt out of correspondence at any point.

18. OFFICIAL RULES; WINNERS LISTS. For a copy of the Official Rules and/or list of winners, mail a self-addressed stamped envelope to the address below. Requests must be received within thirty (30) days following the end of the Promotion (i.e., by December 15, 2022).

Brake Time Trivia c/o TaxSlayer Bowl Marketing Department 1 Gator Bowl Blvd. Jacksonville, FL 32202.

19. ADDRESS; COPYRIGHT. Sponsor is responsible for the Promotion and awarding of prizes. Sponsor's address is 1 Gator Bowl Blvd., Jacksonville, FL 32202. The Promotion and all accompanying materials are copyright (c) 2022 TaxSlayer Gator Bowl.