

Smart Financial Credit Union Big Ticket Giveaway

OFFICIAL RULES.

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. SWEEPSTAKES DETAILS. The information and definitions below shall apply to this Sweepstakes and may be referred to throughout these Official Rules.

- Sweepstakes Name: Big Ticket Giveaway (“Sweepstakes”)
- Smart Financial Credit Union Website: <https://www.smartcu.org> (“Website”)
- Eligible Area: This Sweepstakes is open only to individuals who are (i) U.S. residents of the state(s) of Texas, (ii) reside in one of the following counties: Harris, Fort Bend, Brazoria and Montgomery County (“Eligible Area”)
- Minimum Eligible Age: 18 (“Minimum Eligible Age”)
- Sweepstakes Period: The following time period represents the time period in which you may enter the Sweepstakes (“Sweepstakes Period”)

Start Date/Time: June 24, 2024 at 12:00:00 a.m.
End Date/Time: July 13, 2024 at 11:59:59 p.m.
Time Zone: CST Time
- Entry Limit: One (1) entry per person/member during the Sweepstakes Period.
- How to Enter: During the Sweepstakes Period visit <https://www.smartcu.org/bigticketgiveaway> to enter.
- Winner Selection Date: on or about July 15,2024 (“Winner Selection Date”)
- Winner Notification Date: on or about July 15, 2024
- Notification Response Time: Three (3) Days (“Notification Response Time”) This time frame represents the time in which an entrant must respond to a notification if they are selected as a potential winner.
- Number of Prizes Awarded: One (1) prize.
- Prize Description (See Section 6 for additional Prize Conditions that may apply): Two non-premium seating annual passes granting access to all public ticketed shows at the Smart Financial Centre at Sugar Land. **Annual passes are good for one year from the prize acceptance date.** The prize does not include transportation, food/beverages, accommodation, or any other expenses.
- Prize Duration Period: **For One Year upon prize acceptance** (“Prize Duration Period”)

- Approximate Retail Value (“ARV”) for prize: \$26,000; subject to change based on actual number of shows attended by the prize winner. Winner will present the passes to the Smart Financial Centre box office to be redeemed for tickets to the show. Winner will only be taxed for shows redeemed. Smart Financial Centre will keep an electronic log of all tickets redeemed and the taxable value for each redeemed show is \$200.
- Prize Provider: Smart Financial Credit Union

This Sweepstakes is sponsored solely by Smart Financial Credit Union (“Sponsor”). Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor. For a copy of these Official Sweepstakes Rules, please visit <https://www.smartcu.org/bigticketgiveaway>

2. ELIGIBILITY: This Sweepstakes is open only to individuals who are U.S. residents residing in the Eligible Area (defined in Section 1) and of the Minimum Eligible Age (defined in Section 1) at the time of entry. The Sweepstakes is subject to all applicable federal, state, and local taxes, laws, and regulations. Void outside the Eligible Area and where prohibited or restricted by law. Entrants must participate on their own behalf and not on behalf of any employer or third party. Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, and any third-party prize provider(s) and/or prize fulfillment service, individuals employed by ATG Entertainment, individuals employed by Ace SL LLC, individuals employed by Smart Financial Credit Union, and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Sweepstakes or win the prize. Only natural persons may participate. Commercial members are excluded from this promotion. Current members wishing to participate must be a member in good standing as determined by the Credit Union at the time of entry.

3. HOW TO ENTER: During the Sweepstakes Period, all Members of the Credit Union may visit the <https://www.smartcu.org/bigticketgiveaway> website and complete the entry form with all required information (including Name, Email, Member Number, Phone Number, and Address) to receive one (1) entry into the Sweepstakes. Entries must contain all the information required to be valid. Entries are subject to Credit Union verification.

New members who join during the Sweepstakes period (defined in Section 1) will be automatically entered. Membership eligibility requirements apply. One entry per new member; joint owners on accounts must be members to enter sweepstakes. For more information visit [smartcu.org](https://www.smartcu.org).

ALTERNATIVE METHOD OF ENTRY: Submit one (1) entry by attending the Smart Financial Credit Union Sugar Land Re-Grand Opening event located at 9810 Highway 90A Sugar Land, TX 77478 on **Saturday July 13, 2024 from 12 noon to 3pm**. A purchase does not enhance a participant’s chances of winning.

You may be asked to complete an entry form with all required information (including Name, Email, Phone Number, and Address) to receive an entry into the Sweepstakes. Entries must contain all the information required to be valid. Entries are subject to Credit Union verification.

The Released Parties (as defined below) are not responsible for illegible, misdirected, or incomplete entries, regardless of cause. Multiple entrants are not permitted to share the same email address. Should multiple users of the same e-mail account or mobile phone number, as applicable, enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-

mail account or mobile phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or mobile phone number by an Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of acceptance or receipt by the Sponsor for online entries. When applicable, the Sponsor's computer will be deemed the official time keeping device for the Sweepstakes. Entries will be disqualified if incomplete and/or if prohibited multiple entries more than the stated limit are received. All entries become the property of Sponsor and will not be acknowledged or returned.

By participating, you agree (a) to be bound by these Official Sweepstakes Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor are final on all matters relating to the Sweepstakes; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these Rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any promotion to the Sweepstakes that participation may be required to be considered eligible.

4. WINNER SELECTION/ODDS: On or about the Winner Selection Date (defined in Section 1) the Sponsor will randomly select the potential winner(s) from among all eligible entries collectively received during the Sweepstakes Period (defined in Section 1). The odds of winning the prize depend on the number of eligible entries received.

5. WINNER NOTIFICATION AND VERIFICATION. The potential winner is subject to verification, including verification of eligibility. The potential winner will be notified on the date listed above (defined in Section 1). The potential winner will be notified via email, and/or phone call, at the email address and/or mobile phone number provided at the time of entry. Potential winner: (a) must respond to the notification within the Notification Response Time (defined in Section 1); (b) will be required to present a state issued identification prior to being awarded the prize and/or sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the prize conditions; and (c) may also be required to sign and return an affidavit of eligibility and any other form(s) necessary to verify eligibility and claim prize, along with any other required release(s) within twenty-four (24) hours (unless otherwise stated herein or at the time of notification).

The Sweepstakes Sponsor is not responsible for suspended or discontinued wireless or online service or for any change of entrant's email address, mailing address, and/or telephone number which may result in potential winner not receiving a prize notification. If (a) an attempted notification or prize is returned as undeliverable; (b) a potential winner cannot be contacted, fails to respond to the notification or does not accept the prize within the Notification Response Time; (c) a potential fails to provide signed affidavits or releases or any other required forms within the stated time period(s); (d) a potential fails to present a proper identification at the time of claiming a prize or fails to collect or properly claim any prize in accordance with these Official Rules; (e) a potential winner declines the prize; (f) a potential winner cannot be verified or is deemed ineligible; (g) a potential winner is disqualified for any reason; (h) a potential winner is not available to participate in any applicable Sweepstakes event(s) that participation may be required to be considered eligible; or (i) a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited and awarded to an alternate winner, in Sponsor's sole discretion. Any alternate winner(s) will be randomly selected from among all remaining eligible entries, as determined by Sponsor, in its sole discretion. If any alternate(s) similarly fails to properly claim the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be deemed unclaimed and Sponsor shall have no further liability, in connection with this Sweepstakes, to award unclaimed prizes.

6. PRIZE CONDITIONS. The prize is subject to certain terms and conditions and restrictions may apply, as specified herein or as stated within the prize notification and/or by the Venue. The Approximate Retail Value (ARV) of the prize is provided as an estimate and may differ from the actual retail value at the time the prize is awarded. Sponsor is not responsible for any difference between the ARV and the actual value of the prize. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified. The prize may be fulfilled by a third party. The prize will only be awarded if properly claimed according to these Official Rules. All costs and expenses related to the prize acceptance, the prize, applicable taxes, and/or prize use not specified herein as being provided are solely the responsibility of the winner.

FOR CONCERTS AND OTHER PASS-ELIGIBLE EVENTS: Any other expenses or items not specifically listed, including but not limited to, transportation, accommodations, meals, parking, and souvenirs, are the responsibility of winner and/or winner's guest(s). If a guest(s) is a minor, the minor guest(s) must be accompanied by a parent or legal guardian. If the ticketed event or any portion thereof is postponed, rained out, canceled, or for other reasons does not occur, the Sponsor will not be responsible for replacing or refunding the ticketed portion of prize. Passes are subject to certain terms and conditions specified thereon, and seat locations (if any) are solely determined by Venue. Lost or stolen passes will not be replaced. The Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the venue operator, prize provider or any other persons providing any prize-related services. If travel delays, cancellations or difficulty prevent arrival in time for the event, the Sponsor are not responsible for awarding any compensation in lieu thereof. Passes must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Winner must present state issued identification prior to being awarded the prize. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If the prize is forfeited for any reason, the winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. The Winner is bound by all usage requirements established by the venue. Passes provide accessibility for most physical disabilities; no provision(s) for anyone with low vision or hearing. Winner and guest(s) must comply with all applicable laws, and any rules and regulations established by the venue. Sponsor and the applicable venue representatives reserve the right to remove or to deny entry to winner (and his/her guest(s)) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the event or in any other objectionable behavior. The winner agrees that acceptance of the prize is done entirely upon their own initiative, risk, and responsibility.

The prize winner and guest(s) must conduct themselves at all times in a socially responsible, respectful, and appropriate manner including following all private guidance from a venue operator and other prize suppliers. The prize winner agrees to release and hold harmless all Released Parties as a condition to claiming the prize.

NAMES, LOGOS AND OTHER MATERIALS ARE USED FOR THE PURPOSES OF SWEEPSTAKES AND/OR PRIZE DESCRIPTION ONLY. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES AND LOGOS APPEARING IN THE SWEEPSTAKES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.

ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DO NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

7. TAMPERING AND DELIVERY DISCLAIMER. The Sponsor, in their sole discretion, reserve the right to disqualify and prohibit from participating any person (and void such person's entries), who the Sponsor determine (in its sole discretion) is or is attempting to: (a) tamper with the Website and/or any part of the Sweepstakes; (b) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices; or (c) intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (d) otherwise violate these Official Rules or the Terms of Use of the Website. ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor disclaims all liability for any delays, mis delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (a) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes; (b) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; (c) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (d) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (e) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (f) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserve the right to (a) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Sweepstakes and/or (b) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Official Rules will be broadcast on-air, when practical. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserve the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

8. PUBLICITY. Except where prohibited, by accepting a prize, winner(s) grant the Sponsor permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. If applicable, each winner's name may be included in a publicly available winners list. Sponsor may request one or more photo opportunities upon the winner claiming the prize to be used for publicity purposes as described.

9. USE OF PERSONAL INFORMATION. The Sponsor will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such a third party to fulfill any necessary requirements relating to the award of a prize. Entrants agree to allow Sponsor the opportunity to email entrants regarding products, services, discount, and awareness email after the completion of the Sweepstakes Period. Entrants will have an opportunity to opt out of future emails after receiving the initial communication from each sponsor. Any available opt-in opportunities are not required to enter the Sweepstakes, and opting in will not improve your chances of winning.

10. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY. By participating in the Sweepstakes, each entrant agrees to release and waive any and all claims of liability against the Sweepstakes Sponsor and any applicable third-party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury or death) incurred with respect to the conduct of or participation in the Sweepstakes, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, winner(s) hereby agrees: (a) to release each of the Released Parties from any and all claims in connection with the Sweepstakes and the award or use of the prize(s); and (b) where allowed by law, to sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 8 prior to acceptance of the prize. The Released Parties are not responsible or liable to any entrant or winner, or any person claiming through such entrant or winner, for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity, including, but not limited to restrictions on travel, movement, and large gatherings, (whether or not the action, regulations, order or request proves to be invalid), national emergency, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, viral or communicable disease outbreak, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Sponsor's sole control. Upon awarding the prize, the Sponsor will have no further obligation to the winner.

11. TAXES. Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes related to prize acceptance and use not specified herein. The winner(s) must provide the Sponsor with valid identification and, as applicable, a valid taxpayer identification number or social security number before any prize is awarded. The winner will be issued the appropriate IRS Form 1099 reporting the value of those prizes to the IRS. For more information visit [About Form 1099-MISC, Miscellaneous Information | Internal Revenue Service \(irs.gov\)](#).

12. CONDUCT AND DECISIONS. All decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in the

Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's "discretion" and/or any exercise of discretion by the Sponsor shall mean in Sponsor's and/or Station's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Sweepstakes if in its sole judgment, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an entrant in the Sweepstakes. In the event the Sweepstakes is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable, material changes to the Official Rules will be broadcast on-air and available online at the Sponsor's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision or any other provision in these terms and conditions.

13. BINDING ARBITRATION. Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

14. MISCELLANEOUS. Sponsor reserves the right to determine eligibility should special circumstances arise; all decisions are considered final and binding. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes. As a condition of participating in the Sweepstakes, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other

than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Sweepstakes constitutes the entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon the entrant's fulfillment of all requirements set forth herein.

15. COMPLIANCE WITH LAW AND GOVERNING LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 13 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Texas, in the City of Houston.