

## **VIDEO GAME FOOTBALL MONDAY CONTEST – OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE OR WIN. THE CHANCES OF WINNING ARE BASED ON SKILL AND DEPEND ON THE NUMBER OF PARTICIPATING ENTRANTS AND THEIR RESPECTIVE SKILL IN THE VIDEO GAME CHOSEN BY SPONSOR PLAYED ON THE DEVICE SELECTED BY SPONSOR AS DESCRIBED FURTHER HEREIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOUR CHANCES OF WINNING WITHOUT MAKING A PURCHASE ARE THE SAME AS THE CHANCES OF SOMEONE WHO PURCHASES SOMETHING. IT IS ILLEGAL TO GIVE ANY ADVANTAGE TO PURCHASERS IN A CONTEST.**

**OPEN TO LEGAL RESIDENTS OF THE ELIGIBLE TERRITORIES (AS DEFINED BELOW) OF ELIGIBLE AGE (AS DEFINED BELOW). DO NOT PARTICIPATE IF YOU ARE NOT ELIGIBLE, NOT LOCATED IN AN ELIGIBLE TERRITORY AT THE TIME OF ENTRY, AND/OR LOCATED IN A TERRITORY WHERE PARTICIPATION WOULD BE UNLAWFUL AT THE TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**By Participating in the Program (as defined below), a participant in the Program (each, an “Entrant”) agrees to these Official Rules, which are final and binding in all respects.**

- 1. About the Contest.** The Video Game Football Monday Contest (the “Program”) is a game of skill sponsored by Evening Entertainment Group (“Sponsor”), in which eligible entrants may compete against other eligible entrants to win prizes based on their skill and ability in winning matches in the American football video game chosen by Sponsor (the “Video Game”).
- 2. Eligibility.** The Program is open to legal residents (excluding corporate or other entities) of the fifty one (51) United States and Washington DC, excluding residents of Florida (the “Eligible Territories”), who are twenty one (21) years old or older prior to the date the Program. Employees, contractors, directors and officers of Sponsor, and each of Sponsor’s parent companies, affiliates, and their respective subsidiaries and all other service agencies involved with the Program, and members of the immediate family (spouse, parent, child, sibling and their respective spouse) and household of each such employee, contractor, director or officer are not eligible to participate. Entrants are subject to verification, including verification of age. If an Entrant is found not to be eligible or not in compliance with these Official Rules, the Entrant will be disqualified. Sponsor reserves the right to disqualify any Entrant if Sponsor determines that Entrant’s

participation in the Program or receipt of a prize could violate applicable laws or regulations or these Official Rules or cause damage to the reputation of Sponsor, their affiliates, and/or any other party. Entrants are limited to solely one (1) registration/entry per person with a valid identification within the Eligible Territories. Any entries that do not comply with this limitation will not be eligible to win a prize.

**3. The Program Periods.** The Program will consist of a series of weekly games in a tournament structure during the professional football season in the United States, organized as follows and occurring on the following dates (the “Event Dates”) at B

**a.** “Regular Season Games” shall consist of fourteen successive weekly events (each a “Regular Season Game”) occurring the following dates at some point between the times of 4 P.M. CT until 12 A.M. CT the subsequent day:

- September 16, 2024
- September 23, 2024;
- September 30, 2024;
- October 7, 2024;
- October 14, 2024;
- October 21, 2024;
- October 28, 2024;
- November 4, 2024;
- November 11, 2024;
- November 18, 2024;
- November 25, 2024;
- December 2, 2024;
- December 9, 2024.
- December 16, 2024

**b.** “Alternate Selection Games” shall consist of two successive weekly events (each an “Alternate Selection Game”) occurring on the following dates at some point between the times of 4P.M. CT until 12 A.M. CT the subsequent day:

- December 23, 2024;
- December 30, 2024.

**c.** “Playoff Games” shall consist of four rounds of events (each a “Playoff Game”), occurring on the following dates at some point between the times of 4P.M. CT until 12 A.M. CT the subsequent day:

- Round 1: January 6, 2025;
- Round 2: January 13, 2025
- Round 3: January 18, 2025;

- Round 4: January 18, 2025

(the Regular Season Games, Alternate Selection Games, and Playoff Games are each referred to in these Official Rules as a “Contest Period” and collectively referred to as the “Program Period”).

- 4. HOW TO PARTICIPATE.** Registration to participate in the Program is open to the first sixteen (16) Eligible Entrants at each of Sponsor’s “Backyard” locations listed below on each Event Date during the Regular Season Games and the Alternate Selection Games, specific game times can be provided by the individual venues respective websites, social media accounts or in-venue signage. Provided that the Backyard Gilbert location will not be open and will not have any Regular Season Games on September 16<sup>th</sup>, 2024, then there will only be one alternate selection game in that specific location, the total amount of playoff participants will remain the same. On each Event Date, Eligible Entrants may register in person to participate in the Program by way of that Event Date’s Regular Season Game or Alternate Selection Game, as applicable, by requesting and completing an application to enter in person at any of Sponsor’s “Backyard” locations, which are respectively located at the following addresses (each, a “Location”):

- Backyard Fort Worth, 1000 Foch St., Fort Worth, TX 76107
- Backyard Dallas, 505 N Good Latimer Expy, Dallas, TX 75204
- Backyard Desert Ridge, 21001 N Tatum Blvd #14, Phoenix, AZ 85050
- Backyard Gilbert, 1975 E Williams Field Rd, Gilbert, AZ 85295

Entries will be accepted only via the above-noted in-person method. Entries shall be limited, with Sponsor accepting only the first sixteen entries submitted by Eligible Entrants (with such Entrant’s eligibility to be determined in Sponsor’s sole discretion) within the registration period on each Event Date for the Regular Season Games and Alternate Selection Games, for a maximum number of sixteen (16) Entrants per Location in each Regular Season Game and each Alternate Selection Game, and a maximum number of two-hundred and seventy-two total Entrants being accepted for the Program. All entries must be submitted by the person who will be participating in the Program. All entries become the property of Sponsor and/or its affiliates and will not be returned to Entrant.

**5. Tournament Structure, Winner(s) Selection, and Notification.**

Entrant must be present at each scheduled Event Date to participate and win. If Entrant does not show up to a scheduled game for the Entrant on an Event Date within 5 minutes of the scheduled game, it will be deemed a loss, and the game will be forfeited by the Entrant.

**a. Tournament Structure:**

- i. Regular Season Games:** Each Regular Season Game shall be a single elimination tournament on site at the applicable Location and commence with eight two-player matches of the Video Game wherein Entrants shall each be paired randomly with one another and then shall compete against one another for prizes and to advance in the tournament. All matches for each Event Date shall be played on separate devices/consoles on the Premises of Sponsor's Locations during a period of 2.5-3 hours per Event Date. When each match is complete, the winner of that match shall be randomly assigned to play against the winner of another match and the loser of that match shall be eliminated from the Program, and the matches will continue in such tournament style until all but one Entrants for that Event Date have been eliminated, at which time the remaining Entrant will become eligible to participate in the Playoff Games (as further detailed below). At the conclusion of each Regular Season Game, the Entrants that are the winner, runner-up and third place finisher across all matches at that Location on that Event Date shall be eligible for a "Weekly Prize" as detailed further herein. The third place finisher is determined as the winner of a third-place match between the two losers of the semi-final matches. An Entrant may only win one weekly Event Date and an Entrant that wins an Event Date may not participate in subsequent Regular Season Games or Alternate Selection Games prior to the Playoff Games.
- ii. Alternate Selection Games:** Each Alternate Selection Game shall be a single elimination tournament on site at the applicable Location and commence with eight two-player matches of the Video Game wherein Entrants shall each be paired randomly with one another and then shall compete against one another for prizes and to advance in the tournament. All matches for each Event Date shall be played on separate devices/consoles on the Premises of Sponsor's Locations during a period of 2.5-3 hours per Event Date. When each match is complete, the winner of that match shall be randomly assigned to play against the winner of another match and the loser of that match shall be eliminated from the Program, and the matches will continue in such tournament until all but one Entrants for that Event Date have been eliminated, at which time the remaining Entrant then may be eligible to compete as an "Alternate Player" in the Playoff Games (as detailed further herein), and the losers of that match shall be eliminated from the Program. At the conclusion of each Alternate Selection Game, the Entrants that are the winner, runner-up and third place finisher across all matches at that Location on that Event Date shall be eligible for a "Weekly Prize" as detailed further herein. The third place finisher is determined as the winner of a third-place match between the two losers of the semi-final matches. An Entrant may only win one

weekly Event Date and an Entrant that wins an Event Date may not participate in subsequent Regular Season Games or Alternate Selection Games prior to the Playoff Games. Alternate Selection Game winners do not automatically qualify for the Playoff Games, they will be ranked by highest score in their respective Champion Match and will serve as Alternate participants should any Regular Season Weekly Winner not be available, contactable or present for the Playoff Match. All winners will be contacted 96 hours prior. And if day of match, have not confirmed participation via phone, text message or email, then the highest ranked alternate winner of that specific location will be contacted to replace them. In the event of a tie amongst scores to advance to the Playoff Games from amongst the Alternate Selection Game winners, the tie will be broken by Margin of Victory in their Championship winning match as the first tie-breaker and most Quarterback Sacks as the second tie-breaker.

### **iii. Playoff Games:**

- 1. Round One Playoff Games:** The Round One Playoff Games will be a single elimination tournament to reduce the player pool from 56 Entrants to 24 entrants. It will commence with 32 total matches between the fifty-six winners of the weekly Regular Season Games as described above which may or may not include Alternate Game winners. The players will be assigned a “seed” based on the highest scores during the final/championship games in the Regular Season Games and (as a tie breaker) timing of their first touchdown in their matches at prior Event Dates, and Sponsor shall in its sole discretion match Entrants against one another based on their seed in order to promote lively competition and entertaining matches. If any Entrants seeded (include Alternates) for the Playoff Games do not participate in the Playoff Games (or any match during the Playoff Games) the non-participating Entrant will be deemed to have forfeited the match and their scheduled opponent will advance in the Program tournament. The loser of each match shall be eliminated from the Program. The winner of each match shall proceed to the next series of matches (16 matches, then 8 matches) until there are only twenty four players remaining to advance to the Round Two Playoff Game on the next Event Date.
- 2. Round Two Playoff Game:** The Round Two Playoff Game will consist of matches between the twenty four winners advancing from Round One Playoff Games as described above. The players will be assigned a “seed” based on the highest scores (and, as a tie-breaker, timing of their first touchdown) in their matches at Round

One Playoff Games, and Sponsor shall in its sole discretion match Entrants against one another based on their seed in order to promote lively competition and entertaining matches. If any Entrants including Alternates seeded for the Playoff Games do not participate in the Playoff Games (or any match during the Playoff Games) the non-participating Entrant will be deemed to have forfeited the match and their scheduled opponent will advance in the Program tournament. The loser of each match shall be eliminated from the Program. The winner of each Round Two Playoff Game match shall proceed to the Round Three Playoff Game on the next Event Date.

- 3. Round Three Playoff Game:** The Round Three Playoff Game will consist of matches between the four winners of the Round Three Playoff Games as described above. The players will be assigned a “seed” based on their score and timing of their first touchdown in their matches at prior Event Dates, and Sponsor shall in its sole discretion match Entrants against one another based on their seed in order to promote lively competition and entertaining matches. If any Entrants seeded for the Playoff Games do not participate in the Playoff Games (or any match during the Playoff Games) the non-participating Entrant will be deemed to have forfeited the match and -their scheduled opponent will advance in the Program tournament. The loser of each match shall be eliminated from the Program. The winner of each match shall proceed to the Round Four Playoff Game on the next Event Date.
- 4. Round Four “Final” Playoff Game: Round Two Playoff Game:** The Round Four Playoff Game will consist of a single match between the two winners of the Round Three Playoff Games as described above. The winner of the final match shall be eligible to win the Grand Prize as described further below and the loser of the final match shall be eliminated from the Program. This game will be played entirely online featuring one final participant representing the two Texas venues and one final participant representing the two Arizona venues.

## **6. Prizes & Taxes.**

- a. Weekly Prizes for Regular Season Games and Alternate Selection Games.** For each Regular Season Game and each Alternate Selection Game, Sponsor shall award three (3) prizes to the Entrants who won the single-elimination Event Date

tournament (first prize), runner-up of the single-elimination Event Date tournament (second prize), and third place, as determined above (third prize) respectively across all matches held on that Event Date as follows:

- i. First Prize consisting of a \$100 gift card to Sponsor's Backyard restaurant (approximate retail value \$100 USD);
- ii. Second Prize consisting of a \$50 gift card to Sponsor's Backyard restaurant (approximate retail value \$50 USD);
- iii. Third Prize Consisting of a "beer tower" made up of 75 ounces of Dos Equis Beer (approximate retail value \$45).

**b. Grand Prize:** There is one Grand Prize (awarded to the winner of the Round Four Playoff Game) as follows:

- i. Grand Prize consisting of two tickets to the big championship professional football game taking place in New Orleans, Louisiana on February 9, 2025 that Sponsor cannot name for legal reasons (yes, we are all thinking of the same game, even the lawyers who told us we couldn't say the name of it), as well as air transportation and two nights accommodation for two persons in relation to the same. (Approximate Retail Value \$16,000. Entrant is responsible for all other expenses associated with same including but not limited to food and incidentals, as the prize is limited to the tickets to the game, airfare, and 2 nights accommodation. Grand Prize is subject to any terms and conditions required in order to redeem the tickets, airfare, or accommodations).
- ii. Failure to complete the Grand Prize trip does not relieve the winner of his/her tax obligations associated with winning the Grand Prize. Specific travel arrangements and all Grand Prize details not specified herein will be made and determined in Sponsor's sole discretion. It is the Grand Prize winner's and his/her guest's sole responsibility to comply with all travel requirements, which may include, without limitation, presenting necessary identification (including photograph) at the time of travel and any documentation necessary for travel (for example, a passport or any required visa). Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Grand Prize winner may be required to provide a credit card at time of hotel check-in to cover hotel incidentals. All meals, gratuities, in-room charges, travel expenses, travel and other insurance, carrier fees, government charges, transfers, ground transportation, taxes (federal, state and local) and other expenses not specified in these Official Rules as being provided as part of the Grand Prize are the sole responsibility of the Grand Prize winner. Grand Prize winner's guest must be at least 21 years old, unless winner is the guest's

parent or legal guardian. Grand Prize winner agrees that his/her guest must comply with Sponsor's and each prize provider's procedures and policies and must complete, sign, have notarized and return a release of liability and, where legal, a publicity release to Sponsor in the timeframe specified by Sponsor or travel will not be allowed. Once selected by Grand Prize winner, guest cannot be changed without the express consent of Sponsor, which may be withheld for any reason.

iii. Grand Prize tickets are subject to certain terms and conditions specified thereon. Seat locations will be determined by Sponsor. Each winner and his/her guest agree to comply with all applicable laws, generally accepted social practices, and stadium and other prize-provider rules and regulations in any Program-related or prize-related activity. Failure to do so may result in forfeiture of such portion(s) of prize in Sponsor's sole discretion. Grand Prize winner understands and agrees that Sponsor or prize providers have the right, in their sole discretion, to disqualify and remove the winner or his/her guests from any activity at any time if the winner's or any of his/her guest's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of or otherwise violates the policies of Sponsor or any prize provider, and in such case, winner will still be solely responsible for the taxes and expenses related to the Grand Prize as set forth in this section. In the event Sponsor is unable to provide tickets to any game or the opportunity to be included in the Grand Prize, no compensation or substitution will be provided in lieu thereof; however, remainder of prize package will be awarded, and Sponsor will have no further obligation to such winner.

iv. A risk of exposure to COVID-19 exists in any public place or accommodation. COVID-19 is an extremely contagious disease that can cause severe illness and death. By participating in the Program, accepting any prize and attending and/or participating in the Program or any prize-related event, Entrants and their guest voluntarily assume all risks related to exposure to COVID-19.

c. **Taxes:** The Internal Revenue Service (IRS) requires Form 1099-MISC (for US residents) to be issued and filed for each recipient who receives a prize if the amount of the prize is \$600 or more. Sponsor will send the winner a W9 form, which must be completed and returned to Sponsor for the winner to receive the prize. A copy of the Form 1099-MISC filed by Sponsor will be sent to the winner. The Form 1099-MISC will be issued for the fair market value of the prize. Any winner who fails to provide information sufficient to complete Form 1099-MISC (including, without limitation, their social security number) shall forfeit any and all rights to the applicable prize. Grand Prize winner is solely responsible for

payment of any required withholding taxes and will be required to pay such amounts prior to receipt of the Grand Prize.

**7. General Conditions.** This Program may not be used in connection with any form of gambling. Subject to, and without limiting Section 10 below, entry into this Program constitutes Entrant's permission for Sponsor and their affiliates to send Entrant periodic emails and/or text messages during the Program Period(s) relating to the Program and for identity verification purposes in connection with the Program, and to send periodic emails after the Program Period about future contests, promotions, and/or offers by Sponsor. Entry into this Program constitutes Entrant's permission for Sponsor and affiliated entities to publish Entrant's name and/or selected nick-names as well as Program ranking, scores, and other Program-related statistics on any Sponsor and affiliated entities' website, on or around the premises of Sponsor's business locations, and in any Sponsor and affiliated entities' marketing materials (whether on Sponsor or third-party media outlets, social media accounts and websites), including on the leaderboards and for promotional purposes throughout the Program. Except where prohibited by law, a winner's acceptance of a prize constitutes permission for Sponsor and its affiliates to use such winner's name, city and state/province of residence, statements, photograph, voice and/or likeness for any advertising and promotional purposes relating to the Program without further notice, compensation, consideration, notification, review or consent, and hereby releases the Sponsor from any liability with respect thereto.

**8. Conduct.**

**a. General.** By entering this Program, Entrants agree to be bound by these Official Rules, which will be posted at the Sponsor's Program website. Entrants further agree to be bound by the decisions of Sponsor and/or their affiliates, which shall be final and binding in all respects. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be, or ban from Program leaderboards any individual it suspects may be, (a) tampering or attempting to tamper with the entry process, the operation of the Program or Sponsor's or Sponsor's affiliates' website(s), or the operation of any game/Program equipment; (b) violating the Official Rules or any of the guidelines of the Program; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsor or affiliate's website, property or service; (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (e) engaging in suspicious game activity. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, VIDEO GAME, GAME EQUIPMENT, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR THEIR AFFILIATES RESERVE THE RIGHT TO IMMEDIATELY TERMINATE THE USER'S ACCOUNT, IF

ANY, TO DISQUALIFY SUCH PERSON FROM THE PROGRAM, AND TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- b. **Equipment.** All matches/games of the Video Game conducted as part of the Program must be played on the device/console supplied by Sponsor using only controller(s) provided by Sponsor.
- c. **Malfunctions and Disconnects.** If any malfunction with equipment or network disconnection occurs during a game, the game will restart in full.
- d. **Game Settings.**
  - i. The game settings for all matches during the Regular Season Games, Alternate Selection Games, and Playoff Rounds One, Two, and Three Games will be as follows:
    - Quarter Length: 3 Minutes
    - Play Clock: 30 Seconds
    - Skill Level: All Pro
    - Weather: Clear
    - Injuries: 0
    - Fatigue: 50
    - Accelerated Clock: Off
    - Game Speed: Normal
    - Game Style: Competitive
    - Stadium: Home Team
    - Game Pauses: None permitted (a game pause will result in automatic disqualification)
  - ii. The game settings for all matches during the Playoff Games (all four Rounds) will be as follows:
    - Quarter Length: 5 Minutes
    - Play Clock: 30 Seconds
    - Skill Level: All Pro
    - Weather: Clear
    - Injuries: 0
    - Fatigue: 50
    - Accelerated Clock: Off
    - Game Speed: Normal
    - Game Style: Competitive
    - Stadium: Home Team
    - Game Pauses: None permitted (a game pause will result in automatic disqualification)

iii. **Tie Breakers.** Any game resulting in a tie score will be determined by a single additional overtime quarter. If the game remains tied after a single additional overtime quarter, then the tie will be broken by the team with the most first downs in that match. If the number of first downs are tied, then next tie breaker would be quarterback sacks.

**9. Disclaimers.** Sponsor and their affiliates assume no responsibility or liability for lost, late, misdirected, or garbled entries, or for theft, destruction, or unauthorized access to, entries. Sponsor and their affiliates assume no responsibility for any incorrect or inaccurate information, whether provided by the Entrant, caused by website users or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error which may occur in the processing of submissions in the Program. Sponsor and their affiliates assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any telephone network or lines, computer online systems, servers, game consoles, providers, computer equipment, software, email, text messaging, players, or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing, that may occur. Sponsor and their affiliates assume no responsibility for any injury or damage to Entrants or to any computer related to or resulting from participating or downloading materials in this Program. If, for any reason, the Program is not capable of running as planned, including infection by computer virus, bugs, tampering, suspicious game activity, cheating, unauthorized intervention, fraud, technical failures, errors (including, without limitation, human error), or any other causes beyond the control of Sponsor and their affiliates which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, Sponsor reserves the right at their sole discretion to cancel, terminate, modify or suspend the Program.

**10. Privacy.** Sponsor and its authorized agents will collect, use, and disclose the personal information the Entrants provide when they enter the Program for the purpose of administering the Program and prize fulfillment. The Sponsor's website and/or Program website is hosted on servers in the United States, and the and the personal information you provide may therefore also be subject to the laws of the United States. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: <https://backyarddallas.com/privacy-policy/>

**11. Governing Law and Arbitration** Except where prohibited, each Entrant agrees that this Program shall be governed by and construed in accordance with, the laws of the United States and the state of Arizona without giving effect to its or any other country's, state's or province's choice of law or conflict of law statutes, regulations or rules. Entrants each agree that any and all disputes, claims, causes of action, or controversies ("Claims")

arising out of or in connection with the Program shall be resolved, upon the election by either the Entrant, Sponsor, and/or Sponsor's affiliates (each, a "Party") by arbitration conducted by a single arbitrator in Phoenix, Arizona (USA), which may be conducted by telephone or online without any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, pursuant to this provision and the then current rules of the American Arbitration Association ("AAA"). The arbitrator shall be selected pursuant to the then-current AAA rules and procedures. The arbitrator shall apply Arizona law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. **UNLESS ARBITRATION IS PROHIBITED BY LAW WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER ENTRANT OR ANY PROMOTION ENTITIES WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.** Unless the Entrant and Sponsor mutually agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator's authority to resolve Claims is limited to Claims between the Sponsor and/or their affiliates and Entrant, alone and the arbitrator's authority to make awards is limited to awards to the Sponsor and/or their affiliates and the Entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

12. **Limitations of Liability; Class Action and Damages Waiver.** Subject to Section 11 above, all claims arising from or related to these Official Rules and the Program shall be resolved individually, without resort to any form of class action and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and, except as expressly provided in these Official Rules, in no event include attorney or legal fees, and under no circumstances will any Entrant be permitted to obtain awards for, and each Entrant waives all rights to claim, any punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and Entrant waives all rights to have damages multiplied or otherwise increased. By entering, Entrants release and hold harmless Sponsor, their affiliates and their respective directors, officers, employees and agents from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damage resulting in whole or in part,

directly or indirectly, from acceptance, possession, misuse or use of any prize, participation in this promotion, or while traveling to, preparing for, or participating in any prize-related activity. **ENTRANTS, BY ENTERING, SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHT TO A TRIAL BY JURY AND A TRIAL BY JURY IS HEREBY WAIVED BY PROMOTION ENTITIES AND ENTRANTS IN ANY CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS PROGRAM IN ANY WAY. ENTRANTS UNDERSTAND THAT EACH ENTRANT IS WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, ENTRANT ACKNOWLEDGES THAT ENTRANT HAS READ AND UNDERSTANDS, AND HEREBY EXPRESSLY WAIVES, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, COUNTRY, PROVINCE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

13. **Winner’s List.** While potential winners may be posted on the Sponsor’s website and/or premises at the conclusion of the Program, and at the end of each Program Period, all potential winners are still subject to verification and must meet all eligibility requirements before a prize will be awarded. The list of verified winners may be obtained after January 31, 2024, and no later than March 30, 2025, by sending a self-addressed stamped envelope to: MMC Contest Winner’s List c/o Evening Entertainment Group, 4440 N. Civic Center Plaza, Scottsdale, AZ 85251.
14. **Official Rules.** For a copy of the Official Rules, print this web page or send a self-addressed, stamped envelope to: MMC Contest Official Rules c/o Evening Entertainment Group, 4440 N. Civic Center Plaza, Scottsdale, AZ 85251.
15. **Intellectual Property.** The Program, all Program materials, and any other webpages, materials, content, and/or code are copyright © of Evening Entertainment Group and its suppliers. Copying or unauthorized use of any copyrighted materials, trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited.