JTV 30 Year Anniversary Promotion Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC. ("FACEBOOK"), INSTAGRAM, INC., ("INSTAGRAM"), X CORP. ("X"), TUMBLR, INC. ("TUMBLR"), PINTEREST, INC. ("PINTEREST"), OR ANY OTHER SOCIAL MEDIA PLATFORM ON WHICH THIS PROMOTION MAY BE ADVERTISED.

- 1. Eligibility: JTV 30 Year Anniversary Promotion (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees, officers, and directors of America's Collectibles Network, Inc., Merkle Inc., and each of their respective parent and affiliate companies as well as the immediate family and household members of each such employees, officers, and directors are not eligible. For purposes of this Promotion, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children, and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").
- **2. Sponsor:** America's Collectibles Network, Inc., 9600 Parkside Dr Knoxville, TN, 37922. **Administrator**: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Timing:** The Promotion begins on October 16, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on September 30, 2024 at 11:59 p.m. ET (the "Promotion Period"). There are four (4) Grand Prize entry periods (each a "Grand Prize Entry Period") and twelve (12) Monthly Prize entry periods (each a "Monthly Prize Entry Period") (the Grand Prize Entry Periods and Monthly Prize Entry Periods are collectively referred to as "Entry Periods"), as outlined below:

Entry Period	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET	Approximate Drawing Date
Monthly Prize 1	October 16, 2023	October 31, 2023	November 1, 2023
Monthly Prize 2	November 1, 2023	November 30, 2023	December 1, 2023
Monthly Prize 3	December 1, 2023	December 31, 2023	January 2, 2024
Monthly Prize 4	January 1, 2024	January 31, 2024	February 1, 2024
Monthly Prize 5	February 1, 2024	February 29, 2024	March 1, 2024
Monthly Prize 6	March 1, 2024	March 31, 2024	April 1, 2024
Monthly Prize 7	April 1, 2024	April 30, 2024	May 1, 2024
Monthly Prize 8	May 1, 2024	May 31, 2024	June 3, 2024
Monthly Prize 9	June 1, 2024	June 30, 2024	July 1, 2024
Monthly Prize 10	July 1, 2024	July 31, 2024	August 1, 2024
Monthly Prize 11	August 1, 2024	August 31, 2024	September 2, 2024
Monthly Prize 12	September 1, 2024	September 30, 2024	October 1, 2024
Grand Prize 1 (Alaskan	October 16, 2023	December 31, 2023	January 2, 2024
Cruise)			
Grand Prize 2	January 1, 2024	March 31, 2024	April 1, 2024
(Caribbean Cruise)			
Grand Prize 3 (Wine	April 1, 2024	June 30, 2024	July 1, 2024
Country Trip)			
Grand Prize 4	July 1, 2024	September 30, 2024	October 1, 2024

(European Trip)

Each "day" begins at 12:00 a.m. ET and ends at 11:59 p.m. ET. Sponsor's computer is the official time-keeping device for the Promotion.

4. How to Enter: During the Promotion Period, visit jtv.com/sweepstakes and follow the links and instructions to complete and submit the registration form including a valid email address and a daytime phone number. You automatically will receive one (1) Sweepstakes entry into the applicable Monthly Prize Entry Period drawing, one (1) Sweepstakes entry into the applicable Grand Prize Entry Period drawing, and advance to the Instant Win Game page and receive one (1) Instant Win Game play for the day you submit your registration. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. Non-winning Entry Period entries will be automatically included in subsequent Entry Period drawings for the duration of the Promotion Period. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

<u>Limit</u>: Each entrant may enter/play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

Additional Sweepstakes Entries: After you enter the Promotion, you will be invited to earn additional entries by sharing the Promotion via the following methods:

- a) <u>Facebook</u>: After you register for the Promotion or log in, follow the links and instructions to share a message about the Promotion on your Facebook wall. The post will contain a unique link to the Promotion. If a friend subsequently enters the Promotion through the unique link, you will receive one (1) Sweepstakes entry into the applicable Monthly Prize Entry Period drawing and one (1) Sweepstakes entry into the applicable Grand Prize Entry Period drawing.
 - <u>Limit</u>: You may only earn additional entries one (1) time during the Promotion Period via this method.
- b) X: After you register for the Promotion or log in, follow the links and instructions to share this Promotion on X by clicking on the link to post the prepopulated message and you will earn one (1) Sweepstakes entry into the applicable Monthly Prize Entry Period drawing and one (1) Sweepstakes entry into the applicable Grand Prize Entry Period drawing.

<u>Limit</u>: You may only earn additional entries one (1) time during the Promotion Period via this method.

Starting January 1, 2024 - September 30, 2024:

- c) Participate in a Poll: After you register for the Promotion, follow the links and instructions to answer the polling question and you will earn ten (10) Sweepstakes entries into the applicable Monthly Prize Entry Period drawing and one (1) Sweepstakes entry into the applicable Grand Prize Entry Period drawing.
 - <u>Limit</u>: You may only earn additional entries one (1) time per Month during the Promotion Period via this method.
- a) Enter a Secret Word: After you register for the Promotion, follow the links and instructions to enter a valid "Secret Word" and you will earn five (5) Sweepstakes entries into the applicable Monthly Prize Entry Period drawing and one (1) Sweepstakes entry into the applicable Grand Prize Entry Period drawing.
 - <u>Limit</u>: You may only earn additional entries four (4) times per Month during the Promotion Period via this method.
- **5. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Entry Period winners from all eligible entries received during the applicable Entry Period and prior Entry Periods, on or around the dates listed above in Section 3. Non-winning Entry Period entries will be automatically included in subsequent Entry Period drawings for the duration of the Promotion Period. Instant Win Game: One thousand seven hundred fifty-five (1,755) (five (5) per day) random, computer-generated winning times will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the Instant Win Game Prize.
- 6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.
- 7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email or phone. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential Sweepstakes Prize winner will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be up to three (3) alternate drawings after which the prize will remain unawarded.

8. Prizes:

SWEEPSTAKES PRIZES:

Grand Prizes:

ONE (1) GRAND PRIZE ENTRY PERIOD 1 PRIZE: An Alaskan Cruise for two (2). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Vancouver, Canada; ground transportation to and from destination airport and hotel and port; one (1) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); seven (7) nights' cruise (includes taxes, port fees) and \$1,000 spending money. Approximate Retail Value ("ARV"): \$9,050.00.

ONE (1) GRAND PRIZE ENTRY PERIOD 2 PRIZE: A Caribbean Cruise for two (2). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Fort Lauderdale, Florida; ground transportation to and from destination airport and hotel and hotel and port; one (1) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); eleven (11) nights' cruise (includes taxes, port fees) and \$500 spending money. ARV: \$9,605.00.

ONE (1) GRAND PRIZE ENTRY PERIOD 3 PRIZE: A trip to Napa Valley, California for two (2). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to San Francisco, California; ground transportation to and from destination airport and hotel; five (5) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); and \$1,000 spending money. ARV: \$9,250.00.

ONE (1) GRAND PRIZE ENTRY PERIOD 4 PRIZE: A trip to Naples, Italy for two (2). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Naples, Italy (and returning from Rome, Italy); ground transportation to and from destination airport and hotel; seven (7) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); train experience from Naples, Italy to Rome, Italy and \$1,000 spending money. ARV: \$9,300.00.

Monthly Prizes:

THIRTY-SIX (36) MONTHLY PRIZE ENTRY PERIOD PRIZES (three (3) awarded per Monthly Prize Entry Period): \$10,000.00 in Brilliant Cash[™]. The award of Brilliant Cash is subject to the Brilliant Cash Rewards Program Terms and Conditions. See prize guidelines below. Brilliant Cash rewards have no cash value and are not redeemable for cash.

Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the applicable Entry Period. Limit: One (1) Grand Prize and one (1) Monthly Prize per person.

INSTANT WIN GAME PRIZES:

ONE THOUSAND SEVEN HUNDRED FIFTY-FIVE (1,755) GAME PRIZES: \$30.00 in Brilliant CashTM. The award of Brilliant Cash is subject to the Brilliant Cash Rewards Program Terms and Conditions. See prize guidelines below. Brilliant Cash rewards have no cash value and are not redeemable for cash. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game Prize per person.

For the Grand Prize Trip Packages: If applicable, winner and guests are solely responsible for obtaining and providing proper citizenship and/or vaccination documentation prior to travel which may include passports, valid alien registration card and/or necessary visas. Failure to present proper documentation may result in failure to travel. It is winner and his/her guests' responsibility to check with the applicable government agencies, embassies, or consulates prior to their vacation to ensure that they have proper citizenship documentation and all required vaccination and/or COVID-19 testing documentation. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Trip must be

booked at least twenty-one (21) days prior to departure. Administrator will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, hotels/accommodations, event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements may result in forfeiture of select elements of the prize or the entire prize. Forfeiture of select elements of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any activity or event is delayed, postponed, or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Actual package value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the winner.

<u>For Brilliant Cash Prizes</u>: Brilliant Cash™ is redeemable for purchases of merchandise and services offered for sale by JTV. The award of Brilliant Cash is subject to the Brilliant Cash Terms and Conditions found at https://www.jtv.com/help/brilliant-cash/terms. Brilliant Cash is not redeemable for cash and may not be transferred. Brilliant Cash will be added to the applicable winners' JTV account. In the event a winner does not have an existing JTV account, one will be created using the information provided in the applicable Promotion entry. Brilliant Cash may be redeemed at checkout through our Customer Care Center at 800-619-3000.

<u>For All Prizes</u>: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Total ARV of all prizes \$449,855.00.

9. Release: By participating in the Promotion and receiving any applicable prize, you agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, Facebook, Instagram, X, Tumblr, Pinterest, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize. Without limiting the generality of the foregoing, you agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, in connection with the Promotion and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose. You agree and that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer

online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor interruption or inability to access the website, application or any online service via the internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Promotion; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. You further agree to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Promotion and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize. The Released Parties are not responsible for any changes or unavailability of any social media platform or the website used for purposes of administering this Promotion that may interfere with the Promotion (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the social media platform for the Promotion as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via the social media platform or Website, in which case Sponsor, in its sole discretion, may terminate or modify the Promotion.

- **10. Publicity:** Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 12. Limitations of Liability: The Released Parties are not responsible for: (1) 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 Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (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 or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

BY ENTERING THE PROMOTION, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES. CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY. OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

13. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, or the Official Rules, will be resolved in accordance with the provisions set forth in this Dispute section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, or the Official Rules, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules. You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until thirty (30) days after your Demand is received by Administrator or Sponsor. If the disagreement stated in the Demand is not resolved to your satisfaction within thirty (30) days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Promotion, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan. This arbitration provision shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion .

- **14. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy https://www.jtv.com/help/privacy-policy.
- **15. Winner List:** For a winner list, please <u>click here</u>. The winner list will be posted after winner confirmation is complete.
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