

**OFFICIAL CONTEST RULES  
2024 COURTSIDE COACHES CONTEST**

**CHARLOTTETOWN CIVIC CENTRE MANAGEMENT INC.**

The Courtside Coaches Contest (the “**Contest**”) is being conducted by Charlottetown Civic Centre Management Inc. (“**Civic Centre Management**” or the “**Contest Sponsor**”) and is open to eligible residents of Prince Edward Island, Nova Scotia, and New Brunswick. Entry in this Contest constitutes each entrant’s acceptance of, and agreement to be legally bound by, these Official Contest Rules (the “**Rules**”).

**1. DEFINITIONS**

- a. “Coach” includes both head coaches and assistant coaches.
- b. “Eligible Youth Basketball Team” means a Scholastic Team, Provincial Team, or Minor League Team which is based and located within Prince Edward Island, Nova Scotia, or New Brunswick.
- c. “Scholastic Team” means a school basketball team recognized by its provincial scholastic athletics association, being either the P.E.I. School Athletic Association, School Sport Nova Scotia, or New Brunswick Interscholastic Athletic Association, as the case may be.
- d. “Provincial Team” means a youth basketball team that is comprised of basketball players of particular age cohorts selected to represent their province and that has been recognized as a provincial team by their provincial sport organization, being either Basketball P.E.I., Basketball Nova Scotia, or Basketball New Brunswick, as the case may be.
- e. “Minor League Team” means a youth basketball team that is organized by a minor league basketball association which is recognized by its governing provincial sport organization, being either Basketball P.E.I., Basketball Nova Scotia, or Basketball New Brunswick, as the case may be.
- f. “Prize Winner” means an eligible entrant whose entry into the Contest is drawn as a potential winner of the prize and who has met the requirements to confirm their win in accordance with these Rules and the conditions set out at section 8.

**2. ELIGIBILITY**

- a. To enter and to be eligible to win the Prize (as defined below) you must be an individual who is a Coach of an Eligible Youth Basketball Team in the year 2024 and are at least 18 years or older and of the legal age of majority in your jurisdiction of residence at the time of entry (an “**Eligible Entrant**”). Contest is void in whole or in part outside of the jurisdiction(s) expressly listed above and here otherwise prohibited or restricted by law.
- b. Employees, representatives and agents of the Contest Sponsor, and each of their respective affiliates, subsidiaries, related entities, advertising and promotional agencies, and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”), and the household members (whether related or not) and/or the immediate family members of any of the Contest Parties, are not eligible to participate in the Contest. For the purpose of these Rules, “immediate family members” means husband, wife, spouse, common law spouse, mother, father, grandmother, grandfather, brother, sister, son and/or daughter, whether or not they reside in the same household.

- c. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Contest Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification of the applicable entrant in the sole and absolute discretion of the Contest Sponsor. All personal and other information requested by and supplied to the Contest Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Contest Sponsor reserves the right to disqualify any Entry or entrant in its sole discretion, should any Entry or entrant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information.

### 3. CONTEST PERIOD

The Contest opens at 10:00:01 a.m. Atlantic Time (“**AT**”) on August 14, 2024 and closes at 4:00:01 p.m. AT on September 25, 2024 (the “**Contest Period**”). All Entries must be received within the Contest Period. All Prize Winners will be selected and announced prior to October 30, 2024.

### 4. HOW TO ENTER: INTERNET ACCESS REQUIRED

**NO PURCHASE NECESSARY.** There is no purchase necessary to participate in the Contest.

An Entry into the Contest may be made by an Eligible Entrant by visiting the website at <https://www.eastlinkcentrepei.com/courtside-coaches-contest/>, following the on-screen instructions, reading and accepting these rules, providing your name, address, email address, and telephone number, and submitting a Coaching Bio, consisting of a brief written description of your experience coaching youth basketball (an “**Entry**”).

### 5. ENTRY SUBMISSION GUIDELINES

Contest Sponsor reserves the right to reject any Entry it determines violates these Rules, in its sole discretion. All entries to the Contest become the property of Contest Sponsor. Entrants who have registered through fraudulent means or have provided false or misleading information will be disqualified. An Entry which, in the sole discretion of the Contest Sponsor, fails to comply in whole or in part with any of these guidelines, these Rules, or the spirit thereof, may be disqualified, and the entrants shall be ineligible to win the Prize.

### 6. ADDITIONAL ENTRY RULES

- a. There is one entry per participant. If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Contest Sponsor) that any person has attempted to use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Contest Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she/they may be disqualified from the Contest in the sole and absolute discretion of the Contest Sponsor (and, if disqualified, will have his/her/their Entry/Entries deemed null and void).

- b. The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries and/or other information (all of which is void).
- c. In the event of a dispute as to the identity of the person submitting an Entry, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the entrant to be the authorized account holder of the e-mail address associated with the Entry. For the purpose of these Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An entrant may be required to provide the Contest Sponsor with proof that the entrant is the authorized account holder of a particular e-mail address associated with the applicable Entry.

## 7. PRIZES

- a. There are three prizes available to be won (each a “**Prize**”). The Prize consists of:
  - i. Two tickets for “courtside” seats at two games in the 2024 Atlantic Slam W tournament, scheduled to take place between November 22<sup>nd</sup> to 24<sup>th</sup>, 2024,
    - A. The two tickets are day passes which provide access to two games on one of the aforementioned days;
    - B. The particular games, dates, and seats will be selected by the Contest Sponsor, at its own discretion, prior to the games;
    - C. “Courtside” refers to seating in Rows A and B. The tickets will be in Row B.
  - ii. One-night hotel stay in Charlottetown, Prince Edward Island on the night of the gameday;
  - iii. \$100 Gift Certificate for Canada’s Food Island;
  - iv. One pair of basketball shoes and assorted apparel from Courtside Sneakers;
  - v. A special group rate of 20% off purchases of day passes (Bowl section only) on the Prize Winner’s specified day for any player or coach on the Eligible Youth Basketball Team of the Prize Winner; and,
  - vi. Gameday recognition and other public profile opportunities.
- b. Approximate retail value of each prize: \$750 CAD. No cash value. Prize Winners will not be entitled to the difference, if any, between actual retail value and approximate retail value. Prizes are not redeemable for cash and must be accepted as described.
- c. The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Prize. No compensation whatsoever will be provided to the Prize Winner or any other person or entity in the event of such delay, cancellation or other event contemplated herein.
- d. Each Prize Winner is solely responsible for all costs incurred by them for travel to and from Charlottetown along with any travel within Charlottetown including travel between the hotel and the event stadium. All fees or expenses other than those expressly included in the Prize are the responsibility of the Prize, which includes, but are not limited to, any taxes, gratuities and other incidentals associated with the Prize. Each Prize Winner is responsible for ensuring that all necessary travel documents and required permissions are obtained for him/her/them and by his/her/their travel guest prior to ticketing in order to travel. If the Prize Winner elects to travel without a guest, no additional compensation will be awarded in lieu thereof. The Contest Sponsor is not responsible if the Prize Winner or guest is denied access to any aircraft or other mode of transportation or to the event stadium. In such case, the Prize Winner and/or guest will be solely responsible for any expenses incurred and

their Prize may be forfeited, in whole or in part, as determined in the sole discretion of the Contest Sponsor.

- e. Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by the Contest Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted except at the Contest Sponsor's option; (iii) the costs of everything not expressly and specifically stated above as included in the Prize are the sole and absolute responsibility of the Prize Winner of such Prize; (iv) if the Prize Winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Contest Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; and (v) the Contest Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and/or (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Contest Sponsor's sole discretion, a cash award.
- f. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prizes awarded in connection with the Contest. To the fullest extent permitted by applicable law, the Prize Winner understands and acknowledges that he, she, or they may not seek reimbursement or pursue any legal or equitable remedy from either the Contest Sponsor or any of the other Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each Prize Winner agrees to waive all recourse against the Contest Sponsor and all of the other Released Parties if such Prize or a component thereof does not prove satisfactory, either in whole or in part.

## 8. POTENTIAL WINNER SELECTION

### Three potential winners shall be selected as follows:

- a. The odds of being selected as a Prize Winner are dependent upon the number of eligible Entries submitted and received in accordance with these Rules. On October 1 at approximately 12:00 p.m. AT (the "**Draw Date**"), a data pull for all eligible Entries will be completed and three Entries will be selected for Prizes by a random draw from all eligible Entries submitted and received in accordance with these Rules (the "**Draw**"). The Eligible Entrants associated with the drawn Entries will be named unconfirmed prize winners (the "**Potential Winners**"). Limit of one Prize will be awarded per Eligible Youth Basketball Team.
- b. Notwithstanding their selection in the aforementioned draw, any entitlement of a Potential Winner to a Prize is not confirmed unless and until they meet the conditions set out in this section of the Rules. Upon satisfaction of these conditions and being in accordance with all other Rules, the Potential Winner shall be confirmed as a Prize Winner.
- c. A Potential Winner shall not post, produce, publish, broadcast, exhibit, communicate by any social media, or otherwise publicly announce the results of the Draw, the identity of any Potential Winners, or any other information relating to the Contest which is made known to them as a result of their selection in the Draw, until such time that the Contest Sponsor, in their absolute discretion, elects to publicly announce such information.
- d. The Contest Sponsor may publicly announce the identity of the Potential Winners, and shall have the unrestricted right, in the Contest Sponsor's sole and absolute discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or reuse

the Potential Winner's Entry, name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.

- e. Following the Draw Date, the Contest Sponsor or its designated representatives will make no fewer than two attempts to contact each Potential Winner by email, during the three-business day period (the "**Contact Period**") immediately following the Draw Date. Upon notification, the Potential Winner must respond by telephone and/or email to the contact provided in the notification, and such Potential Winner's response must be received by the Contest Sponsor by no later than 5:00 p.m. AT on the required return date stipulated in such notification. If a Potential Winner does not respond in accordance with these Rules, he/she/they may be disqualified, at the sole and absolute discretion of the Contest Sponsor, in which event he/she/they will not receive the Prize for which he/she/they were selected and another Potential Winner may be selected from the remaining eligible Entries, in the Contest Sponsor's sole and absolute discretion, whom the Contest Sponsor or their representatives will attempt to contact, and who must respond or will be subject to disqualification, in the same manner (adjusting timeframes, including the Contact Period, accordingly). Neither the Contest Sponsor, nor any of the other Released Parties are responsible for the failure for any reason whatsoever of any Potential Winner to receive notification or for the Contest Sponsor to receive any Potential Winner's response.
- f. Before being confirmed as a Prize Winner, a Potential Winner will be required to fill out a Release (as defined below) and be required to answer, without assistance of any kind, whether mechanical or otherwise, a uniquely generated mathematical skill-testing question ("**STQ**") administered online or otherwise. If a Potential Winner has answered the STQ correctly, they must then complete and accept the Sponsor's Declaration and Release form (the "**Release Form**") in order to be declared a Prize Winner. In the event that a Potential Winner whose Entry is selected does not correctly answer the mathematical STQ, fails to submit their answer within the allotted time period, or declines to accept the Release Form, he/she/they will be disqualified, the Prize to which he/she/they may otherwise have been entitled will be forfeited by him/her/they and a replacement entrant will be selected at random, without any liability to the Released Parties whatsoever. No individual will be declared a confirmed Prize Winner until the Contest Sponsor officially confirms him/her/they as a Prize Winner in accordance with these Rules.
- g. By completing and returning the Release Form and accepting a Prize, the Prize Winner: (i) confirms compliance with these Rules; (ii) acknowledges that the Prize must be accepted as awarded and cannot be substituted or transferred and has no cash surrender value; (iii) releases the Contest Sponsor, its affiliated and related companies, advertising and promotional agencies, contest partners, the Released Parties from and against all liability in connection with the Contest and the awarding and use or misuse of the Prize; and (iv) consents to the use of his/her/their name, address (city and province or state) and/or likeness (including photographs of the Prize Winner and the Entries), without further remuneration, in connection with any publicity carried out by or on behalf of the Contest Sponsor, which publicity shall be at Contest Sponsor's sole and absolute discretion, and may be in any media whatsoever, with respect to this Contest, unless prohibited by law.
- h. Potential Winners and confirmed Prize Winners agree to cooperate in any investigations by the Contest Sponsor to confirm his/her/their eligibility and to help ensure that the use of such Prize Winner in advertising or publicity for the Contest will not bring the Contest Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Contest or the Contest Sponsor, as determined by the Contest Sponsor in its sole and absolute discretion. No correspondence will be entered into except with each Potential Winner, and all Entries become property of the Contest Sponsor upon submission. If for

any reason a Prize is returned as undeliverable for any reason whatsoever, the Prize Winner will have forfeited his/her/their right to receive such Prize.

## 9. RELEASE

- a. Each confirmed Prize Winner will be required to execute a legal declaration and release (“**Release**”) that confirms such Prize Winner’s:
  - i. eligibility for the Contest and compliance with these Rules;
  - ii. acceptance of the Prize as offered;
  - iii. release of the Contest Sponsor and all of the other Released Parties from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize or any portion thereof, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and
  - iv. grant to the Contest Sponsor of the unrestricted right, in the Contest Sponsor’s sole and absolute discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or reuse the Prize Winner’s Entry, name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.
- b. The executed Release must be returned within five business days of the verification as a Prize Winner or the selected Potential Winner may, in the sole and absolute discretion of the Contest Sponsor, be disqualified and the Prize be forfeited. Without limiting the generality of the forgoing, the Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.
- c. The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, mobile devices, servers, access providers, computer equipment or software; (iii) the failure of any Entry, and/or other information to be received, captured, recorded or work properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participant’s or any other person’s computer or other device related to or resulting from participating in the Contest; (v) any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Entries; (vi) anyone being incorrectly and/or mistakenly identified as a recipient or eligible recipient; and/or (vii) any combination of the above.

## 10. INDEMNIFICATION BY ENTRANT

By entering this Contest, each entrant releases and holds each of the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, Released Party or any other person or entity, including, without limitation, personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in this Contest, any breach of these Rules, or in any Prize-related activity. Each entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

## 11. LIMITATION OF LIABILITY

- a. The Released Parties assume no responsibility or liability whatsoever for lost, late, misdirected or incomplete Entries, requests, notifications, responses, replies requests or any Release, or for any telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries, requests, and/or other information. The Released Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines on account of technical problems or otherwise. The Released Parties are not responsible for anyone being incorrectly and/or mistakenly identified as a Prize Winner or Potential Winner.
- b. The Released Parties are not responsible for any injury or damage caused to any entrant, person or entity relating to or resulting from participating or attempting to participate in the Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive the Prize or any portion thereof. The Released Parties assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Contest Sponsors, such as infection by tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

## 12. CONDUCT

By entering this Contest, each entrant agrees to be bound by these Rules, which will be posted at <https://www.eastlinkcentrepei.com/courtside-coaches-contest/> throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Contest Sponsor, which shall be final and binding without right of appeal in all respects. The Contest Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entrant found to be: (i) violating the Rules; (ii) tampering or attempting to tamper with the entry process or the operation of the Contest; and/or (iii) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

ANYONE DEEMED BY THE CONTEST SPONSOR TO BE IN VIOLATION OF THE CONTEST SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST SPONSOR AT ANY TIME.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

## 13. PRIVACY & USE OF PERSONAL INFORMATION

- a. By participating in the Contest, the entrant:
  - i. grants to the Contest Sponsor the right to use his/her/their name, mailing address, telephone number, and email address (the "**Personal Information**") for the purpose of administering the Contest, including, but not limited to, contacting the Potential Winners; and

- ii. acknowledges that the Contest Sponsor may disclose his/her Personal Information to third-party agents and service providers of the Contest Sponsor in connection with any of the activities listed in (a) above.
- b. The Contest Sponsor and any third-party agents of the Contest Sponsor will use the entrant's Personal Information only for identified purposes and protect the entrant's Personal Information in a manner that is consistent with the applicable legislation. This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their Personal Information.

#### **14. INTELLECTUAL PROPERTY**

All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans, and representations are owned by the Contest Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

#### **15. TERMINATION AND AMENDMENTS**

- a. The Contest Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever.
- b. Further, the Contest Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.
- c. Further, the Contest Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Contest Sponsor, for purposes of verifying compliance by any entrant, Entry and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

#### **16. GOVERNING LAW**

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Contest Sponsor or any of the other the Released Parties in connection with the Contest shall be governed by and construed in accordance with the domestic laws of the Province of Prince Edward Island and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Prince Edward Island in any action to enforce (or otherwise relating to) these Rules or relating to this Contest. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the provincial and federal courts located in or closest to the City of Charlottetown in the Province of Prince Edward Island. The parties agree not to raise the defense of forum non conveniens. This Contest is subject to all applicable federal, provincial and municipal laws. SOME JURISDICTIONS DO NOT ALLOW THE



EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU.

#### **17. PRIORITY**

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Contest Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

#### **18. GENERAL**

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.