

**BRITTAIN RESORTS & HOTELS, LLC**  
a South Carolina Limited Liability Company

**BRITTAIN RESORTS & HOTELS WIN A MYRTLE BEACH VACATION  
FOR LIFE CONTEST RULES**

**VOID WHERE PROHIBITED**

NO PURCHASE IS NECESSARY TO ENTER OR WIN, AND A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

YOU MUST BE A RESIDENT OF THE UNITED STATES AND AT LEAST 21 YEARS OF AGE TO BE ELIGIBLE. BY SUBMITTING OR ATTEMPTING TO SUBMIT AN ENTRY, YOU AGREE TO THESE RULES AS A BINDING CONTRACT. READ THESE RULES CAREFULLY BEFORE ENTERING, AND CONTACT THE SPONSOR WITH ANY QUESTIONS.

These rules (the "Rules") govern all aspects of the administration of the BRITTAIN RESORTS & HOTELS WIN A MYRTLE BEACH VACATION FOR LIFE CONTEST (the "Contest") sponsored and administered by Brittain Resorts & Hotels, LLC, a South Carolina limited liability company (the "Sponsor"), and determine all rights and obligations of the Sponsor and any person attempting to or actually participating in the Contest (a "Contestant"). By participating or attempting to participate in the Contest, you agree to be bound by and comply with these Rules, and to be bound by the decisions of the Sponsor, which are final and binding in all matters relating to the Contest. Any violation of these Rules will result in such Contestant's disqualification, and may be a violation of a criminal or civil law; and the Sponsor reserves the right to seek damages from any such Contestant to the full extent permitted by law. These Rules are available to the public on-line at <http://www.brittainresorts.com/mbvacationforlife.com>.

Contestants do not have to submit to any promotional sales effort. The Contest is offered and valid in the fifty United States and the District of Columbia only. Void where prohibited. Winner of the grand prize is required to pay all income and other taxes, and any other expenditures not included in the prize package as described below. Odds of winning any prize are dependent on the number of entries received.

Eligibility: Only natural persons who are residents of one of the fifty United States or the District of Columbia and are at least 21 years of age, who have submitted an Eligible Entry (as defined below), and who are not Ineligible Contestants (as defined below) are eligible to win the Contest (each an "Eligible Contestant"). **Each person may enter the Contest only one (1) time.** Upon submission of an entry, a Contestant will receive a confirming email through which he/she may direct that the Sponsor not contact the Contestant with marketing or promotional materials.

The following persons are not eligible to win the Contest (each an "Ineligible Contestant"): (i) any person who is not an Eligible Contestant (a) at the time they submitted an Eligible Entry, AND (b) at the time their Eligible Entry is drawn in a Drawing; (ii) any person who the Sponsor

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determines, in the Sponsor's sole discretion, has not strictly complied or does not strictly comply with these Rules; (iii) any employee of the Sponsor or any entity that controls, is controlled by, or is under common control with the Sponsor (collectively, "Affiliates"); and (iv) anyone living in the same household as an employee of the Sponsor or its Affiliates. If you win, you will be required to show a valid government issued identification card and such other evidence as the Sponsor may require, in the Sponsor's sole discretion, as proof that you are an Eligible Contestant.

Entries: Eligible Contestants will be entered into the Contest by registering for the Contest on-line at <http://www.brittainresorts.com/mbvacationforlife> or through the website of any participating resorts listed at <http://www.brittainresorts.com/resorts>. **Each person may enter the Contest only one (1) time.** All Eligible Entries shall be properly, truthfully, and fully completed and submitted, in the Sponsor's sole discretion.

Contest Period: The Contest Period is between December 1, 2017, at 12:00:01 a.m. Eastern Time ("ET") and October 31, 2018, at 11:59:59 p.m. ET; provided, however, that a resident of any State or States in which registration of the Contest is not required may submit his/her entry beginning on November 1, 2017. Any such early entry will not enhance or diminish the chances to win of that Contestant or of any other Contestant from that or any other State. All timing for this Contest will be based on Eastern Time, and the Sponsor is the official time keeper. The Sponsor will not be responsible for lost, damaged, late, or misdirected entries, or for any events beyond its control, including without limitation website downtime, internet outages, or computer or software malfunctions.

Drawing: Winners will be chosen by random electronic selection (each a "Drawing") held on or about February 1, 2018, May 1, 2018, August 1, 2018, and November 1, 2018; as more fully described below, two Drawings will be held on or about November 1, 2018, the first for the Grand Prize and the second for the final Interim Prize. A Contestant whose entry is selected in a Drawing is hereinafter referred to as a "Potential Prize Winner" unless and until the Sponsor, in the Sponsor's sole discretion, makes a determination (A) that such person was an Eligible Contestant, at which point such person becomes a "Winner," or (B) that such person was an Ineligible Contestant, at which point a second selection will be made in the same manner. All Potential Prize Winners are subject to verification by the Sponsor, whose determination is final and binding. Notwithstanding the foregoing, Sponsor may reverse its determination as to whether a Contestant is a Winner if at any time Sponsor deems it appropriate to reverse such decision in Sponsor's sole discretion. Potential Prize Winners will be notified by email sent to the email address provided in such Contestant's Eligible Entry (each a "Winner Notice"). Only one (1) Winner Notice will be sent to each Potential Prize Winner. If at any time the Potential Prize Winner is determined by the Sponsor, in the Sponsor's sole discretion, to be an Ineligible Contestant (and regardless of whether such determination is made immediately after conducting the Drawing, only after having conducting subsequent investigations, or at any other time), the Sponsor will, without providing notice or a right to cure to such Ineligible Contestant, conduct a subsequent Drawing within three (3) business days (being any day on which the Sponsor is open to the public for business, and hereinafter called "Business Days") after making such determination, and thereafter follow the procedures described herein for verifying and notifying a Potential Prize Winner, and will continue to repeat such process until a Winner is chosen or

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until Sponsor determines, in its sole discretion, to cancel the Contest. If any Potential Prize Winner fails to respond via email to Sponsor within ten (10) Business Days after delivery of a Winner Notice, such Potential Prize Winner shall then become an Ineligible Contestant for this Contest (but shall not, solely by virtue of failing to respond, be deemed ineligible for any later portion of this Contest). As a condition of claiming the Prize, each Winner will be required to execute and deliver to the Sponsor, within five (5) Business Days after delivery of a Winner Notice, the Release of Publicity, Compliance Agreement, and Waiver of Liability in the form attached hereto. Failure to execute and deliver that form to Sponsor as stated will convert the Potential Prize Winner to an Ineligible Contestant.

Prize: The following prizes will be awarded based on the procedures described in these Rules (the “Prizes”). These Prizes are non-transferable; they may be claimed, exercised, and used by the Prize Winner only.

- The following Grand Prize shall be awarded to one Grand Prize Winner to be selected from current registered eligible Contestants as of 11:59:59 p.m. ET on October 31, 2018 (Drawing on or about November 1, 2018): At the Grand Prize Winner’s option, either (1) Ten Thousand Dollars (\$10,000) cash (the “Grand Cash Prize”), or (2) an annual 7-night stay at a Myrtle Beach, South Carolina, resort or hotel owned or managed by the Sponsor at the time of a stay, each year for the rest of the Grand Prize Winner’s life (the “Grand Accommodations Prize”). The particular resort or hotel for any stay will be at the discretion of the Sponsor. The Grand Accommodations Prize consists of accommodations for up to four people; it does not include travel, dining, entertainment, resort amenities, or any other expense that may be associated with claiming or exercising the Grand Accommodations Prize. Exercise of the Grand Accommodations Prize may be made only once in any calendar year; may not include any of the Blackout Dates shown below; and must be reserved with the Sponsor at least thirty (30) days prior to the beginning of the time of stay. The Grand Accommodations Prize Winner must be a member of the party staying under the reservation and must present a valid credit card at the time of reservation and at the time of check-in for incidentals and for damages. The party staying under the Grand Accommodations Prize is limited to the Grand Accommodations Prize Winner and his/her spouse, and parents, children, or siblings of the Grand Prize Winner or spouse. The Grand Accommodations Prize Winner will be responsible for any damages beyond ordinary wear that any member of the staying party causes to the premises, regardless of negligence or intentionality; and any failure by the Grand Accommodations Prize Winner to pay for such damages within thirty (30) days of notice will terminate the Grand Accommodations Prize and will abrogate any right to claim any stay in future years; and the Sponsor will retain the right to seek payment through legal action in addition to such termination and abrogation. The approximate retail value of the Grand Accommodations Prize is USD \$9,100.<sup>1</sup>

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<sup>1</sup> The value of the Grand Cash Prize is the amount thereof, \$10,000. The value of the Grand Accommodations Prize depends on how long the Grand Accommodations Prize Winner survives after Contest conclusion, how often and in which years he/she exercises the Grand Accommodations Prize, and the discount rate to be applied to the value in future years to arrive at a net present value. Using the current retail value of a 7-night stay in one of the Sponsor’s owned or managed Myrtle Beach resorts or hotels, and assuming 25 years of claims in

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- The following four Interim Prizes shall be awarded to four Interim Prize Winners, one to be selected from current registered eligible Contestants as of 11:59:59 p.m. ET on each of January 31, 2018 (Drawing on or about February 1, 2018); April 30, 2018 (Drawing on or about May 1, 2018); July 31, 2018 (Drawing on or about August 1, 2018); and October 31, 2018 (Drawing on or about November 1, 2018). The Interim Prize Winners selected on February 1, 2018, May 1, 2018, and August 1, 2018 will remain eligible for the Grand Prize selection. The Interim Prize Winner selected on November 1, 2018, will be selected **after** selection of the Grand Prize Winner; and the Grand Prize Winner will not be eligible for that Interim Prize. Each Interim Prize will consist of a 7-night stay at a Myrtle Beach, South Carolina, resort or hotel owned or managed by the Sponsor at the time of the stay. The particular resort or hotel for any stay will be at the discretion of the Sponsor. Each Interim Prize consists of accommodations for up to four people; it does not include travel, dining, entertainment, resort amenities, or any other expense that may be associated with claiming or exercising the Interim Prize. Exercise of an Interim Prize must be made within one year of its award; may not include any of the Blackout Dates shown below; and must be reserved with the Sponsor at least thirty (30) days prior to the beginning of the time of stay. The Interim Prize Winner must be a member of the party staying under the reservation and must present a valid credit card at the time of reservation and at the time of check-in for incidentals and for damages. The party staying under an Interim Prize is limited to that Interim Prize Winner and his/her spouse, and parents, children, or siblings of the Interim Winner or spouse. The Interim Prize Winner will be responsible for any damages beyond ordinary wear that any member of the staying party causes to the premises, regardless of negligence or intentionality; and the Sponsor will retain the right to seek payment through legal action in addition to such termination and abrogation. The approximate retail value of each Interim Prize is USD \$900.<sup>2</sup>

Blackout Dates for Grand Accommodations Prize and Interim Prizes: The Blackout Dates are May 1 through September 15 of each year.

***Each Winner is solely responsible for all taxes on a Prize*** and any other expenses not specifically set forth herein. Each Winner will be required to furnish his/her Social Security Number to the Sponsor for tax reporting purpose. A Prize cannot be transferred, substituted, or redeemed for cash (other than the Grand Cash Prize option) except at Sponsor's sole discretion.

Right to Use Winner's Likeness and Information: As a condition of accepting a Prize, the Winner will be required to grant the Sponsor and its Affiliates an irrevocable, perpetual, fully paid-up license to use, for any purpose whatsoever and in any media whatsoever, including

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alternating years 1 through 49 beginning at Contest conclusion and a discount rate of 4.5% yields an approximate retail value of the Grand Accommodations Prize of \$9,100. Because the cost to the Sponsor is not the same as the retail value, the net present value of the cost to the Sponsor, again assuming 25 years of claims in alternating years 1 through 49 beginning at Contest conclusion and a discount rate of 4.5%, yields an approximate cost to Sponsor of the Grand Accommodations Prize of \$5,465.

<sup>2</sup> The approximate cost to Sponsor of each Interim Prize is \$540.

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without limitation, advertising and promoting the Sponsor's or its Affiliate's products, services, companies, or employees, such Winner's name, likeness, photograph, any information such Winner provides, anything that such Winner says or writes, and the fact that such Winner entered the Contest and/or won a Prize, all as more particularly described in the Compliance Agreement and Waiver of Liability attached hereto.

**Release, Waiver and Indemnity:** The Sponsor does not guarantee the safety of any Prize or the use thereof. **CONTESTANTS ASSUME ALL RISK OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE.** Contestants, as a condition of submitting an entry, and on behalf of their heirs, executors and administrators and anyone who may take by or through such Contestants, hereby release and agree to defend, indemnify, and hold harmless the Sponsor along with its Affiliates, subsidiaries, suppliers, distributors, advertising/promotion agencies, and each of their respective Affiliates, 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 Contestant's participation in the Contest or receipt or use or misuse of the Prize. Contestants agree that the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Contestants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to, inability to access the website, malfunctions, interruptions, or disconnections in phone or other communication lines or wireless transmissions, or network hardware or software, or failed/incomplete, garbled or delayed computer transmission, that may limit a user's ability to participate; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) theft, tampering, destruction, or alteration of the entries; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Contest or receipt or use or misuse of the Prize.

**Governing Law and Jurisdiction:** All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules, or the rights and obligations of Contestants, the Sponsor, or the Sponsor's Affiliates in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of South Carolina, without giving effect to any choice of law or conflict of law rules (whether of the State of South Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of South Carolina. Any and all disputes, claims and causes of action arising out of or connected with this Contest, or the awarding of the Prize, shall be resolved exclusively by the United States District Court or the appropriate South Carolina State Court located in Columbia, South Carolina. By participating in the Contest in any manner whatsoever, Contestants agree to be subject to the personal jurisdiction of such courts and waive any right of change of venue, *forum non conveniens* or like right. By participating in the Contest in any manner whatsoever, Contestants agree to bring any action regarding the Contest individually (not as part of a class action).

**Liability of the Sponsor and its Affiliates:** By participating in the Contest in any manner whatsoever, Contestants agree that their recovery in any action shall be limited to actual out-of-pocket costs incurred in participating in the Contest (if any) and hereby waive any and all other

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damages (including but not limited to compensatory, punitive, consequential or incidental damages and any and all rights to have damages multiplied or otherwise increased) as well as any right to attorneys' fees.

Unforeseen Circumstances: The Sponsor shall not be liable or responsible for any inability to complete, or delay in completing, the Contest, or for a Contestant's inability to use the Prize, to the extent caused by events beyond the Sponsor's reasonable control, including without limitation, delays or interruptions caused by acts of God, acts of war, natural disasters, telecommunications outages, utility outages, flight blackouts, federal, state or local laws, regulations or orders, or the acts or omissions of those providing goods or services as part of the Prize. Sponsor reserves the right to void the Contest and Prize as it pertains to any Winner believed, in Sponsor's sole discretion, to have cheated or gained an unfair advantage.

Miscellaneous: The Sponsor shall have the sole and unilateral right to interpret and enforce these Rules in any manner it determines in its sole discretion. Any provision of these Rules that expressly or implicitly allows or requires the Sponsor to make a determination, ruling, decision, or judgment shall be interpreted as allowing the Sponsor to make such determination, ruling, decision, or judgment in the Sponsor's sole and exclusive discretion, regardless of whether the provision so states. The waiver by the Sponsor of any breach of any term, condition or provision of these Rules shall not be construed as a waiver of any other term, condition or provision of these Rules, nor shall such waiver be deemed grounds for overruling a determination, ruling, decision or judgment made by the Sponsor, or the results of a selection. In the event that any provision of these Rules shall become or be deemed by a court of competent jurisdiction to be invalid or illegal, this shall not render these Rules void or invalid as a whole and, in such event, such provision shall then be changed and interpreted so as best to accomplish the objective of such questionable provision. These Rules and the attachments hereto shall be construed without the aid of any rule of law requiring interpretation against the drafting party. Section headings are for convenience only and shall not be used in interpreting the text of such section.

Notice: The Sponsor maintains its principal place of business at 407 30<sup>th</sup> Avenue North, Myrtle Beach, South Carolina 29577. Any questions or comments about the Contest may be made by certified mail to the Sponsor at that address.

Contest Results: For Contest results and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to BRITAIN RESORTS & HOTELS WIN A MYRTLE BEACH VACATION FOR LIFE CONTEST, 407 30<sup>th</sup> Avenue North, Myrtle Beach, South Carolina 29577. Requests for the winners list must be received by January 31, 2019. VT residents may exclude return postage.

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## COMPLIANCE AGREEMENT, PUBLICITY RELEASE, AND WAIVER OF LIABILITY

Any capitalized terms used herein but not defined herein have the meaning given to such terms in the Rules for the Contest (to which this Agreement is attached).

I acknowledge and agree as follows:

1. I am a resident of \_\_\_\_\_ [State or District of Columbia], and I am at least twenty-one (21) years old.
2. I have read and I understand the Rules for the Contest (to which this Agreement is attached) and I certify that I meet (and met at the time of my entry into the Contest) all of the eligibility requirements for entry into and for winning the Prize. I am not subject to any of the disqualifying factors identified in the Rules, have fully complied with the Rules, and have not perpetrated any act of fraud in conjunction with my participation in the Contest.
3. I have been advised by the Sponsor that my entry is a Potential Prize Winner and I certify that the entry so identified to me was my entry submitted in full compliance with the Rules.
4. I understand and agree that the Prize includes only those items described by the Rules and all other costs are my sole responsibility. I understand and agree that I will be solely responsible for all applicable taxes on the value of the Prize and that all appropriate governmental authorities will be notified by the Sponsor of the award of the Prize to me (including notification to the IRS via 1099 Tax Form). I also agree to provide to the Sponsor, upon request, my Social Security Number for tax reporting purposes.
5. Except where prohibited by law, I understand and agree that I have granted to the Sponsor certain rights and have released certain claims and rights identified below, and I hereby approve and confirm such grant of rights.
6. I hereby grant and assign a non-exclusive, fully-paid license to any and all worldwide rights of publicity, copyright rights, moral rights, and other similar rights with respect to my entry in and my winning of the Prize in the Contest, including but not limited to the following:
  - a. My name, and the publication and use thereof;
  - b. My hometown, and the publication and use thereof;
  - c. My photographic images in the possession of the Sponsor, and the publication and use thereof;
  - d. The fact of my entry into the Contest, and the publication and use thereof;
  - e. My entry into the Contest and the contents of that entry, and the publication and use thereof;
  - f. The fact of my winning the Contest and identification of the prize that I won, and the publication and use thereof; and

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- g. Any and all statements that I make or made, interviews that I give or have given, and material (whether written, audio, video or otherwise) that I produce or have produced or that the Sponsor produces or has produced related to my entry in or winning of the Contest or my acceptance and use of, and participation in, the Prize, and the publication and use thereof.
7. I understand that the Sponsor may publish and use in any and all media the information, materials and rights referred to above to advertise, market and promote the goods and services of the Sponsor.
8. Publication and use by the Sponsor, for the purposes identified above, of any of the materials and rights identified above will not infringe any right (including but not limited to any copyright or publicity right) of any other person.
9. I will allow the Sponsor, if they wish, to have additional photographs made of me, as well as videography of me with the Prize or utilizing the Sponsor's facilities.
10. I acknowledge and agree that the Sponsor does not guarantee the safety of the Prize or the use thereof.
11. I acknowledge that vacationing and attending hotels, resorts, airports and airlines, railways and rail stations, motorways, restaurants, and entertainment venues and participating in the various activities contemplated during vacationing, all have various inherent risks involving the potential for serious bodily injury, death or property damage. The Sponsor does not guarantee the safety of the Prize, any venues visited in receiving or using the Prize, or any goods or services offered by any third party in connection with the Prize. **I HEREBY ASSUME ALL RISK OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE.** I, on behalf of myself, my heirs, executors and administrators and anyone who may take by or through me, hereby release and agree to defend, indemnify and hold harmless the Sponsor along with its Affiliates, subsidiaries, suppliers, distributors, advertising/promotion agencies, internet services and access providers, and each of their respective Affiliates, 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 my participation in the Contest or receipt or use or misuse of the Prize.
12. I also acknowledge that neither the Sponsor nor its agencies have arranged for or carry any insurance of any kind for the benefit of me or my heirs, executors and administrators or anyone who may take by or through me relative to my use of the Prize; and that I will be solely responsible for obtaining and paying for any life, travel, accident, medical, property or other insurance relative to my use of the Prize.
13. I agree that the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by myself or any other Contestant, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to, inability to access the website, malfunctions, interruptions, or disconnections in phone or other communication lines or

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wireless transmissions, or network hardware or software, or failed/incomplete, garbled or delayed computer transmission, that may limit a user's ability to participate; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) theft, tampering, destruction, or alteration of the entries; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from my participation in the Contest or receipt or use or misuse of the Prize.

14. I agree that: (i) I will be bound by the Rules and by the decisions of the Sponsor thereunder; (ii) the Contest is conducted in English (which will be given its everyday ordinary meaning); (iii) all issues and questions concerning the construction, validity, interpretation and enforceability of the Rules, or the rights and obligations of the Sponsor and me in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of South Carolina, without giving effect to any choice of law or conflict of law rules (whether of the State of South Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of South Carolina; (iv) any and all disputes, claims and causes of action arising out of or connected with this Contest, or the awarding of the Prize, shall be resolved exclusively by the United States District Court or the appropriate South Carolina State Court located in Columbia, South Carolina; (v) to the fullest extent permitted by law, I will be subject to the personal jurisdiction of such courts and waive any right of change of venue, *forum non conveniens* or like right; (vi) I will bring any action regarding the Contest individually (not as part of a class action); (vii) my recovery in any such action shall be limited to actual out-of-pocket costs incurred in participating in the Contest (if any) and I waive any and all other damages (including but not limited to compensatory, punitive, consequential and incidental damages and any and all rights to have damages multiplied or otherwise increased) as well as any right to attorneys' fees.
15. In the event that there is any discrepancy between the undertakings, assignments and releases set forth in the Rules and those set forth in this Agreement, I understand and agree that whichever is the more comprehensive statement of undertakings, and releases will apply in any particular instance.
16. I agree to return immediately upon demand to the Sponsor (or its designated agency) the Prize or the value of the Prize which has been or may be awarded to me if any statement made by me in this Agreement is false.

\_\_\_\_\_  
Print Legal Name: \_\_\_\_\_

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