THE 2025 JCK JEWELERS' CHOICE AWARDS

(the "Competition") Official Rules

- **1. COMPETITION PERIOD:** The Competition begins at 12:01 AM (ET) on September 3, 2024, and ends at 11:59 PM (ET) on November 10, 2024 (the "Competition Period").
- 2. HOW TO ENTER: Each person who (i) enters the Competition and (ii) meets the eligibility requirements as described in Section 6 herein shall be referred to as a "Participant". During the Competition Period, eligible Participants may enter the Competition by submitting complete entries online at jewelerschoiceawards.com prior to the end of the Competition Period. Each Participant's submission(s) into the Competition shall be considered an "entry" for purposes of this Competition. In order to be "complete", each entry must (1) include a completed entry form (meaning all fields have been correctly filed) as made available on the Competition website and specify one single category of consideration; (2) comply with the applicable terms of submission (as set forth below); (3) include photographs that meet the Photo Submission Requirements (as set forth below); and (4) include an entry fee payment calculated in accordance with the "Entry/Processing Fees" table set forth on the entry form. Once an entry is submitted, regardless of whether or not the entry is determined to be ineligible or is disqualified, the associated entry fees are non-refundable and non-transferable.

An eligible Participant may enter the Competition on behalf of their employer, or another company or organization that Participant represents, as indicated on their entry form (such party, an "Organization") subject to the Terms of Submission described herein. There are no limits to how many entries may be submitted or to how many categories an entry may be submitted by a Participant or Organization in the Competition overall, however Prizes are limited as described in "Prizes" below. The same entry may be submitted into multiple categories, however each category entry requires a separate entry form, photo submission, and entry fee (e.g., a single piece entered in both the "Diamond Jewelry Under \$2,500" category and the "Gold Jewelry Under \$2,500" category will require a separate entry form, photo, and fee for each category).

All entries must be received during the Competition Period and late entries shall be considered invalid and ineligible to win. Eastern Time shall control for all purposes of this Competition. Sponsor's clock shall be the official timekeeper for the Competition. Entries will not be acknowledged or returned. Incomplete entries will be considered invalid and ineligible to win. Sponsor is not responsible for lost, misdirected, illegible, mistranscribed or late entries. Proof of sending entries will not be deemed to be proof of receipt by Sponsor. Any entry containing material that is violent, pornographic or otherwise obscene, illegal, or racially or morally offensive, as determined by Sponsor in its sole discretion, will be rejected as ineligible. Any Participant who wishes to withdraw from the Competition may do so at any time prior to the end of the Competition Period by contacting Sponsor.

In the event of a dispute over the identity of a Participant, an entry will be deemed submitted by the authorized account holder of the email address associated with the email account from which the entry was submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to the account by the applicable online service provider or organization.

- 3. TERMS OF SUBMISSION: By entering this Competition, Participant represents and warrants that:
- (i) Participant is authorized to enter into this Competition on behalf of themselves or of Participant's Organization and to make the representations stated herein;
- (ii) all information provided within the submitted entry is accurate and complete;
- (iii) the submitted entry or entries are an original creation by Participant or Participant's Organization, or, if not an original creation, the necessary license and release has been secured such that Sponsor will not incur any obligation or liability based on any use of the submitted entry;
- (iv) the submitted entry or entries do not violate the intellectual property rights of any third party or otherwise infringe upon any person's or entity's personal or proprietary rights;

- (v) no other party is entitled to claim royalties of any kind from the use of Participant's entry (or any related elements or materials thereto) by Participant or by Sponsor as set forth in these Official Rules; and
- (vi) Participant has read, understands, and agrees to be bound by these Official Rules and by the decisions of the Sponsor and the judges, which shall be binding and final on all matters relating to this Competition.

In addition, Participant agree and acknowledges that each entry must (A) represent a commercially available jewelry piece; (B) be an original design; (C) conform with the Photo Submission Requirements below; (D) conform with the General Category Requirements below; and (E) conform with the individual and applicable Specific Category Requirements set forth below for the category or categories for which the entry is submitted.

<u>PHOTO SUBMISSION REQUIREMENTS</u>: Each Participant is required to provide photographs with their entry that conform to each of the following:

- (i) Photos must be of finished jewelry only. Sponsor recommends a professionally staged photograph on a white background.
- (ii) Photos must be of the tiff, png or jpeg file types, with the maximum possible quality without compression.
- (iii) Photo files must be at 300 dpi for both online and print reproduction. Photos should be 8 inches MINIMUM across or vertically for the jewelry itself, excluding background. At 300 dpi, this means the jewelry item should fill at least 2400px vertically AND horizontally. The images should be square in order to use in the various digital and print collateral. No prototypes or CAD drawings will be accepted.
- (iv) Each photo must contain only **one** piece of jewelry: the piece entered. Do not include lines or collections.
- (v) A maximum of four (4) photos may be included of the piece being entered. Sponsor recommends highlighting the entry from various angles in the photos. The "first position" photo should be Participant's number one photo choice to be used in the JCK Jewelers' Choice Awards Digital Voting Guide. The remaining photos will only be visible to voting retailers when clicking to enlarge.
- (vi) All photos provided shall be deemed approved for use as described in the "License" section herein, including, but not limited to, in all JCK Jewelers' Choice Awards' online and print products.
- (vii) Photos must include Participant's preferred and proofed marketing copy, which shall also be deemed approved for use as described in the "License" section herein, including, but not limited to, in all JCK Jewelers' Choice Awards' online and print products.

<u>GENERAL CATEGORY REQUIREMENTS</u>: Each entry submitted by a Participant must conform to each of the following general category requirements:

- (i) Each entry must comply with the FTC Guides for the Jewelry, Precious Metals, and Pewter Industries available at ftc.gov.
- (ii) Each entry must be commercially available for retail sale. A "one-of-a-kind" piece may be entered as long as it is commercially available.
- (iii) Prototypes and/or CAD drawings are not accepted and will be disqualified. Only photos of finished jewelry may be included.
- (iv) Semi-mounts must be shown with center stone so voters can see the design. The description must indicate if the price is for the semi-mount only. The category selected for a semi-mount should be based on the price of the semi-mount only, exclusive of center stone.
- (v) All natural (i.e., mined) diamond jewelry must comply with the Kimberley Process system of warranties.

<u>SPECIFIC CATEGORY REQUIREMENTS</u>: Each entry submitted by a Participant to the specific categories below must conform to the indicated requirements:

• DIAMOND JEWELRY: Natural diamonds only. Lab-grown stones will not be accepted. All treatments (e.g., lasering, HPHT) must be disclosed.

- COLORED DIAMOND JEWELRY: Natural colored diamonds only. Lab-grown stones will not be accepted. All treatments (e.g., lasering, HPHT) must be disclosed.
- COLORED STONE JEWELRY: Natural stones only. All treatments must be disclosed. Lab-grown and synthetic stones will not be accepted for this category.
- LAB-GROWN DIAMOND AND/OR GEMSTONE JEWELRY: Jewelry containing lab-grown or man-made diamonds and gemstones.
- PEARL JEWELRY: All treatments must be disclosed. Must indicate natural vs. cultured pearl.
- PLATINUM JEWELRY: Designs must be 100 percent platinum of 850 parts or higher.
- GOLD JEWELRY: Must be 14k gold or higher. Yellow, white, rose, and multi-tone all qualify. Entries should be primarily gold; while other materials may be incorporated into the jewelry, they should not exceed 35 percent of the design.
- SILVER JEWELRY: Must be sterling (.925) or fine silver (.999). Entries should be primarily silver; while other materials may be incorporated into the jewelry, they should not exceed 35 percent of the design.
- FASHION/BRIDGE JEWELRY: Jewelry designed with price point and trend appeal, composed of gold-plated silver, base metals, and other non-precious materials and featuring crystals or semi-precious gemstones.
- MIXED METAL JEWELRY: Must contain a minimum of two metals; while other materials may be incorporated into the jewelry, they should not exceed 35 percent of the design.
- BEST WEDDING DESIGN: Category consists of anniversary bands, engagement rings, wedding bands, commitment rings, and three-ring wedding sets.
- **4. WINNER SELECTION**: After the Competition Period ends, winners will be determined in each category of the Competition for each of the "Retailers' Choice" the "Editors' Choice" and the "Influencers' Choice" as indicated below. Each Participant and/or each Organization may only win in a MAXIMUM of ten (10) categories in the Competition.

<u>Editors' Choice</u>: In each category of the Competition, one (1) "Editors' Choice" winner will be determined by the editorial staff of "JCK Magazine" based on a review of all the applicable eligible entries.

<u>Influencers' Choice</u>: In each category of the Competition, one (1) "Influencers' Choice" winner will be determined by a panel of judges (to be assembled by Sponsor and consisting of various jewelry influencers and trendsetters) based on a review of all the applicable eligible entries.

Retailers' Choice: In each category of the Competition, and at each price point sub-category, one (1) "Retailers' Choice" winner will be determined via voting by jewelry retailers on a secure Competition website. Sponsor will post the submitted photos from eligible entries on the Competition website for viewing and voting by validated jewelry retailers. Each employee of a validated jewelry retailer will be permitted to vote anonymously only one time in each category and that employee cannot vote on their Organization's entries. Sponsor will review the total eligible votes received during the Competition voting period (scheduled for January 15, 2025, through February 9, 2025) and determine one (1) winner and two (2) finalists by assessing which three entries received the most votes in that category. Any attempts to compromise the anonymity of voting will result in disqualification. Any fraudulent voting, including the entry or attempted entry of votes through the use of any robotic or automated devices or other systems (mechanical or otherwise) which improperly submits votes, is strictly prohibited and will result in all such votes being deemed void. Incomplete votes will be considered invalid. In the event of a tie, Sponsor may take additional actions to determine the winner, including running additional rounds of voting or extending the voting period. In the event a single Participant or Organization wins the voting in more than ten (10) categories, Sponsor shall determine the ten categories that such Participant or Organization won by the most votes and awards those categories as the Prize, with such Participant or Organization then ineligible for any remaining categories and alternate winners or finalists will be selected.

In addition to the Retailers' Choice, the single entry that receives the most votes as the jewelry retailers' overall favorite during the voting period shall be named the "Grand Prize Award" winner. The Grand Prize Award winner will be featured on the cover of the digital "Best of the Best" flipbook on jckonline.com.

As part of the Competition, Sponsor reserves the right to modify the price point subcategories, or to offer new categories or price points that may not have been offered to or selected by Participant at the time of entry, or to combine categories, or to establish new price point sub-categories at any time in Sponsor's sole discretion. Sponsor's (or the judges') decisions are final and binding on all matters relating to this Competition.

Sponsor reserves the right to require any potential winner or finalists in any category to submit their entered piece to Sponsor for physical inspection. If so requested, Participant will send the piece via insured, registered mail, postage prepaid, return receipt requested, or insured overnight courier. Failure to submit requested jewelry may result in disqualification. Any piece that, upon inspection, is determined in Sponsor's sole discretion not to qualify for the category in which the piece was entered will be disqualified from that category but may be considered by Sponsor for another category in which the piece does qualify.

Sponsor will attempt to notify the winners and finalists via email in March 2025. The list of category award winners will also be posted the jckonline.com website in March 2025.

Sponsor reserves the right, in its sole discretion, to not select a winner or finalists if an insufficient number of eligible, complete, appropriate or generally qualified entries are received.

Each potential winner may be required, in Sponsor's discretion, to execute and return an Affidavit of Eligibility, a Release of Liability, a Publicity Release, required payment information or tax forms, and/or proof of identification and eligibility (collectively, the "Winner Forms"), each as requested by Sponsor. If a Participant fails or refuses to sign and return all of the Winner Forms provided by Sponsor within ten (10) days (or a shorter time if required by exigencies) after receiving them, the Participant may be disqualified resulting in forfeiture of the Prize, and Sponsor reserves the right, but not the obligation, to select an alternate winner.

In the event a potential winner: (a) cannot be reached for whatever reason after a reasonable effort has been exerted or the Winner Forms are returned as undeliverable; (b) declines or cannot accept, receive or use the Prize for any reason; (c) is noncompliant with the time periods stated herein, (d) is found to be ineligible to enter the Competition or receive the Prize, (e) or does not comply with the Official Rules, or (f) fails to claim the Prize or fulfill the Winner Forms obligations within the time period designated by Sponsor, then such potential winner shall be disqualified from the Competition and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible Participants. and Sponsor shall have no further liability or responsibility to such potential winner in connection with the Competition.

5. PRIZES: For purposes of the Competition, being selected as a winner or a finalist as described in Winner Selection above, shall be considered a "<u>Prize</u>" and, collectively, the "<u>Prizes</u>". There is no estimated retail value for any Prize in the Competition. Limit ten (10) Prizes per Participant/Organization.

All category award-winning pieces will be featured in the May 2025 issue of "JCK Magazine" and all winners and finalists will be featured in the "Best of the Best" digital flipbook on jckonline.com. Sponsor will provide a "JCK Jewelers' Choice Awards" logo and collateral materials to the winners and finalists to be used in connection with promoting their winning piece.

If a potential winner is participating in the Competition as a representative of their Organization, such winner's acceptance of the Prizes is subject to such Organization's policies. Prizes do not include any other costs not specifically described in these Official Rules as included in the Prize and will be the responsibility of the winner. All expenses on receipt and use of any Prizes and any applicable taxes on the Prizes are the sole responsibility of the winner. By participating in the Competition, each Participant acknowledges that Sponsor has not and will not obtain or provide insurance of any kind relating to the Prizes.

Prizes are nontransferable or assignable. If any winner is unable or unwilling to accept or participate in any part of a Prize, that portion of the Prize will be deemed as forfeited by such winner and no substitution will be made except at Sponsor's sole discretion. Failure to accept any Prize may result in forfeiture, and such Prize being awarded to an alternate winner. Any portion of a Prize unclaimed or unused by a winner will be forfeited and will not be substituted. There is no cash value for any Prize.

All details and other restrictions of any Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion.

6. GENERAL RULES: The Competition is governed by these Official Rules and is subject to all applicable U.S. federal, state and local laws. The Competition is void where prohibited. By entering the Competition, each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules, all of the representations, warranties and agreements contained herein, and all of the decisions that Sponsor makes in connection with the Competition, including, without limitation, all decisions regarding the interpretation and implementation of these Official Rules and the administration of the Competition. All such decisions made by Sponsor shall be final and binding in all respects and not subject to challenge or appeal. Sponsor reserves the exclusive right to address and resolve any aspects of the Competition or incidents that affect the Competition that may not be expressly outlined in these Official Rules, and any such decisions shall be final and binding and not subject to challenge or appeal. Except as otherwise expressly set forth herein, all of Sponsor's rights pursuant to these Official Rules relate to and are exercisable against all Participants as a whole and against each individual Participant.

Sponsor reserves the right to modify, suspend, extend, postpone or terminate the Competition Period, the Competition, or any part thereof for any or no reason; provided that if entries have been submitted for a terminated portion of the Competition, Sponsor will refund the entry fees associated with such affected entries and all licenses granted by Participant for such affected entries will terminate.

Should any Participant engage in unruly, obnoxious, illegal, threatening, or otherwise inappropriate behavior in connection with the Competition (as determined by Sponsor in its sole discretion), Sponsor reserves the right, without further notice or warning, to suspend the participation of such Participant and/or take other actions as Sponsor deems appropriate in its sole discretion without any liability or other obligation to such Participant.

If there is a discrepancy or inconsistency between disclosures and other statements contained in any Competition materials and the terms and conditions of these Official Rules, these Official Rules will prevail, govern and control. Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay or omission by Sponsor in exercising any right with respect to any term of these Official Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance.

The invalidity or unenforceability of any provision in these Official 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for convenience and ease of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

7. ELIGIBILITY: This Competition is open only to Participants who, at the time of entry, are (i) individuals engaged in the design or manufacture of jewelry for retail distribution, whether on their own or on the behalf of an Organization; and (ii) at least eighteen (18) years of age or the age of majority in their jurisdiction of residence, whichever is greater. If a Participant is participating in the Competition as a representative of an Organization, such Participant agrees and acknowledges that Participant is authorized to participate in this Competition on behalf of that Organization. All Participants must be able to provide proof of identification and eligibility if requested by Sponsor.

Employees of RELX Inc. and each of its parents, subsidiaries, divisions, affiliates, and advertising or promotional agencies, and the immediate family and household members of all such individuals, are not eligible to enter or win.

Please note that non-U.S. Participants may be subject to laws or regulations within their respective jurisdictions of residence that may restrict or limit their ability to participate in the Competition and/or to receive or accept Prizes. Non-U.S. Participants whose jurisdiction of residence prohibits its residents from participating in competitions in the U.S. are not eligible. By entering the Competition, non-U.S. Participants acknowledge that they have reviewed the applicable laws and regulations of their respective jurisdictions of residence, if any, that may restrict or limit their ability to participate in the Competition and further acknowledge that they are solely responsible for ensuring that their participation in the Competition complies with all laws and regulations of their respective jurisdictions of residence.

In the event that any Participant or any entry by a Participant is determined to be ineligible at any time and for any reason, including but not limited to failing to meet the terms of submission, Sponsor reserves the right to disqualify such Participant from the Competition immediately and any such ineligible Participant acknowledges that they forfeit any Prizes or rights to same.

Each Participant is solely responsible for any incidentals or expenses needed to participate in the Competition. All such costs shall be borne solely by the Participant, and Sponsor will not be held liable for any costs associated with Participant's participation in the Competition.

- **8. USE OF DATA:** Each Participant's information will be collected and used by Sponsor in accordance with the Privacy Policy (the "Privacy Policy") posted on https://privacy.rxglobal.com, which is incorporated herein by this reference. By entering the Competition, each Participant agrees and acknowledges that they have read, understood and agree to be bound by (i) these Official Rules; and (ii) the Privacy Policy, each as may be amended by Sponsor. In addition, Sponsor may engage third party entities to administer certain aspects of the Competition, including without limitation, the collection of Participant information. Notwithstanding anything to the contrary in the Privacy Policy, Sponsor may share Participant's information with third party entities to the extent needed to perform their duties and functions in connection with the Competition or otherwise in accordance with their own independent privacy practices.
- **9. LICENSE:** Except where legally prohibited, by submitting an entry into this Competition, Participant grants Sponsor a royalty-free, irrevocable, and non-exclusive right and license to reproduce, publish, distribute, adapt, display and otherwise use Participant's entries and all related elements and materials contained therein, such as photographs and marketing copy, in any "JCK" branded publications, as well as future advertising, promotion and publicity for such "JCK" branded publications, in all media now known or hereafter discovered, worldwide in perpetuity without additional notice, approval, or compensation. Participant agrees to waive all claims to and shall receive no royalties of any kind now or in the future from Sponsor for use of any submitted materials related to Participant or Participant's entries which are used as described in this section.
- **10. PAYMENT**: Participant agrees and acknowledges that payment of the full entry fee, as calculated on the Competition entry form, is required in order to be eligible for the Competition. Payment is due in accordance with the payment terms set forth on the entry form, which are incorporated into these Official Rules. Payments made after the date such payment is due shall accrue interest from the date due until fully paid at a rate equal to the highest rate permitted under New York law. Participant shall pay any collection costs incurred by Sponsor in collecting such balances owed, including, but not limited to, court costs, collection fees and attorney's fees. Except as otherwise provided for herein, once an entry is submitted, regardless of whether or not the entry is determined to be ineligible or is disqualified, the associated entry fees are non-refundable and are non-transferable.
- 11. LIMITATION ON LIABILITY; FORCE MAJEURE: Each Participant agrees that Sponsor shall not be responsible or liable for, and are hereby released from, any and all claims, costs, injuries, losses or damages of any kind, relating to any of the following: (a) incomplete, inaccurate, lost, late, misdirected or illegible entries, winner notifications, Prize claims, or Winner Forms or the failure to receive same due to any cause, including without limitation human or technical problems, failures, or malfunctions of any kind, whether originating with Participant, Sponsor, or otherwise, that may prevent or

limit any Participant's ability to participate in the Competition or send or receive messages requiring action or response by such Participant; (b) any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, hacks, unauthorized access, delayed computer transmissions or network connections in connection with the Competition; (c) any problems or technical malfunction of any network or lines, servers or providers, equipment or software, including any injury or damage to Participant or Participant's property resulting from participation in the Competition; (d) the awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or participation in any Prize related activities or any inability of any winner to accept a Prize for any reason; (e) any Participants who do not comply with or who violate the Official Rules or who have committed fraud or deception in participating in the Competition or in claiming a Prize; or (f) any delays or disruptions as a result of a Force Majeure (as defined herein).

Sponsor reserves the right to modify, suspend, extend or terminate the Competition or any part thereof if Sponsor determines, in its sole discretion, that the Competition is not capable of operating as Sponsor intended, or that any error, omission, fraud, technical failure or problem, tampering, corruption, infection by computer virus, bug, unauthorized intervention, malfunction or other cause or factor beyond Sponsor's reasonable control impairs or may impair the administration, security, fairness, integrity or feasibility of the Competition or any portion thereof as contemplated herein, subject to any applicable law or regulation. In the event Sponsor is prevented from continuing with the Competition or awarding any Prizes by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend, extend or terminate the Competition at its sole discretion and to select a winner from entries received prior to such Force Majeure or as otherwise deemed fair and appropriate by Sponsor. Sponsor also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of this Competition.

Although Sponsor shall attempt to ensure the integrity of the Competition, Sponsor is not responsible for the actions of Participants in connection with the Competition, including any Participant's attempt to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Competition. Sponsor reserves the right, in its sole discretion, to disqualify any Participant or any entry and/or to revoke any Prize award to any Participant Sponsor finds to be (a) tampering with the entry process or the operation of the Competition, or with any website promoting the Competition; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Competition through the use of any methods deemed to be fraudulent in Sponsor's sole discretion.

12. RELEASE OF LIABILITY; GOVERNING LAW; DISPUTES: Each Participant knowingly consents to participate in the Competition under their own free will and without duress or undue influence of any third party. By entering and/or otherwise participating in the Competition, each Participant, on behalf of themselves and their heirs, assumes all risk incidental to participation in the Competition and hereby waives, releases, discharges, and agrees to hold harmless Sponsor and its parents, subsidiaries, affiliates, divisions and partners, and each of their respective representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from and against any and all actual or potential, known or unknown, claims, demands, causes of action, costs, losses, injuries, expenses, liabilities or damages of any kind or nature whatsoever, including without limitation mental and/or physical injuries or death and/or damages to or loss of personal property, which may occur in whole or in part, directly or indirectly, in connection with preparation for, or participation in, the Competition; or possession, acceptance and/or use or misuse of the Prize; or participation in any Competition-related or Prize-related activity; or for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility or liability for any damages, losses, or injury to any Participant or to any Participant's property, regardless of how caused, relating to or resulting from the Competition and/or the acceptance or use of any Prize.

ALL PARTICIPANTS ACKNOWLEDGE THAT SPONSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY PRIZE FURNISHED IN CONNECTION WITH THE COMPETITION. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING AND WITHOUT ABROGATING THE PRIVACY POLICY, SPONSOR HEREBY DISCLAIMS ALL WARRANTIES AND

CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE OPERATION OF THE COMPETITION, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION RELATIVE TO THE COMPETITION AND/OR TO THE PRIZE(S). ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE COMPETITION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

Except where prohibited, by participating in this Competition each Participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Competition or any Prize awarded shall be resolved individually, without resort to any form of class action and shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York and hereby irrevocably consents to the personal jurisdiction of said courts and waives any claim of forum non convenient or lack of personal jurisdiction that they may have; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no indirect, punitive, incidental, special, consequential, or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) Participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

- **13. TAXES:** All applicable federal, state, provincial, territorial, and local taxes of all applicable jurisdictions, as well as any transaction fees or other expenses not specified herein, are winner's sole responsibility. An IRS 1099-MISC may be issued to each winner reflecting the actual value of any Prizes received. PLEASE NOTE, THE WINNER MAY INCUR A TAX LIABILITY. Participants should consult a tax professional to determine their tax liability; Sponsor is not able to give tax advice.
- **14. SPONSOR:** The "Sponsor" of this promotion is Reed Exhibitions, a division of RELX Inc. (201 Merritt 7 Corporate Park, Norwalk, CT 06851).