

RXP™ PRIZE POD PROMOTION
OFFICIAL RULES OVERVIEW

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE.

A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

ENTRANTS ARE REQUIRED TO DOWNLOAD THE FREE REACT MOBILE APPLICATION (THE "REACT APP") TO THE ENTRANT'S SMART PHONE/MOBILE DEVICE VIA THE APPLE® APP STORE OR GOOGLE® PLAY STORE AND FOLLOW THE LINKS AND INSTRUCTIONS TO REGISTER AND CREATE AN ACCOUNT ("ACCOUNT") BY PROVIDING ALL OF THE INFORMATION REQUESTED BY SPONSOR IN ACCORDANCE WITH THE DETAILS IN PARAGRAPH 3. BELOW.

MESSAGE AND DATA RATES MAY APPLY. PLEASE CONSULT YOUR WIRELESS-SERVICE PROVIDER REGARDING ITS MESSAGE AND DATA PRICING PLANS.

THIS OFFICIAL RULES OVERVIEW PROVIDES AN OVERVIEW OF COMMON RULES, TERMS AND CONDITIONS OF RXP POD PROMOTIONS, AND IS SUPERCEDED BY THE OFFICIAL RULES GOVERNING PROMOTIONS OFFERED TO THE PUBLIC DURING FUTURE PROMOTION PERIODS AS DEFINED BELOW.

UNLESS OTHERWISE STIPULATED, PROMOTIONS ARE OPEN ONLY TO ELIGIBLE INDIVIDUALS WHO ARE LEGAL RESIDENTS OF THE UNITED STATES AND ARE AT LEAST TWENTY-ONE (21) YEARS OF AGE ON THE DATE OF ENTRY. RESIDENTS OF CANADA MAY HAVE ACCESS TO VIEW AND MONITOR RXP PRIZE PODS AND THE RXP APPLICATION BUT ARE NOT ELIGIBLE TO WIN OR CLAIM PRIZES.

**VOID IN QUEBEC AND WHERE PROHIBITED OR RESTRICTED BY LAW.
DO NOT PARTICIPATE IF YOU ARE NOT ELIGIBLE.**

Each RXP Prize Pod Promotion ("Promotion") is sponsored by React, LLC, 10360 72nd St. N. #814, Largo, FL 33777 ("Sponsor"), and will be conducted in all respects according to the official rules associated with each Promotion ("Official Rules.") Promotions are not sponsored, endorsed, or administered by, or associated with, any of Apple Inc., Alphabet Inc. (or any Google brand), Amazon, Inc., or their subsidiaries or affiliates. Reference to third parties in connection with Prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Promotions.

1. **PROMOTION TIMING:** Promotions and multi-event Tournaments will be announced via the React mobile app and online at www.React.win. Each Promotion Period shall include unique and binding Official Rules, which will supersede this Official Rules Overview, providing final official details as to the rules and duration of the Promotion or Tournament, as well as the prizing details and ARV of prizes to be awarded. Promotions may be geographically restricted by nation or region and may impose age restrictions per the Official Rules. The Sponsor's computer is the Promotion Period's official clock.
2. **ELIGIBILITY:** Unless otherwise stated in the Official Rules, Promotions are offered only to individuals who are legal residents of the United States, at least twenty-one (21) years of age of the individuals on the date of entry (each, an "Entrant"). Unless otherwise specified therein, employees, officers, directors, representatives, and agents of Sponsor, participating media companies ("Media Sponsor"), and each of Sponsor's and Media Sponsor's respective parent companies, subsidiaries, affiliates, advertising and promotion agencies, as well as advertisers featured during the Promotion ("RXP Sponsors"), collectively, "Promotion Entities," and each of their immediate family members (e.g., spouse, domestic partner, parent, child, sibling, and the respective spouses and immediate family members of each, regardless of where each resides) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All applicable federal, provincial, territorial, and local laws and regulations ("Applicable Laws") apply.

Participation constitutes Entrant's full and unconditional agreement to the Official Rules and to Sponsor's decisions conducting the Promotion, confirming eligibility of an Entrant to participate in the Promotion and to be awarded any prizes related to the Promotion and interpreting the Official Rules, which decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth in the Official Rules. Sponsor reserves the right to update Official Rules, and shall reflect the date of the latest update in the Notices section below. All entries become the sole and exclusive property of Sponsor and receipt of entries will not be acknowledged or returned. For purposes of the Promotion, an individual Entrant's residential address and e-mail address will be the residential address and e-mail address submitted by the individual Entrant at the time of entry. Each Entrant may only be associated with a single e-mail address.

NOTE: During the Promotion, Sponsor is deploying its proprietary React Mobile Application and RXP Prize Pod platform within a unique environment synchronized to broadcasting of specially marked RXP Prize Pod advertising breaks within Media Sponsor's broadcasts (together, the "Application"). DUE TO THE NATURE OF SPONSOR'S APPLICATION AND PLATFORM, PARTICIPANTS ARE ADVISED, ACKNOWLEDGE AND ACCEPT THAT, **WHILE UNLIKELY, THERE MAY BE LIMITATIONS TO THE NUMBER OF SIMULTANEOUS PARTICIPANTS ENABLED TO PLAY**, AND THAT THERE IS A POTENTIAL THAT SOME FUNCTIONS OF GAME PLAY AND OF THE APPLICATION MAY BE IMPAIRED, MODIFIED AND ALTERED DURING THE PROMOTION PERIOD. SPONSOR AND MEDIA SPONSOR MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SUFFICIENCY, ACCURACY AND/OR COMPLETENESS OF THE APPLICATION AND ANY VERSION UPGRADES DURING THE PROMOTION PERIOD FOR ANY PURPOSE, INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. FURTHER, NO ASSURANCES ARE EXPRESSED OR IMPLIED THAT THE APPLICATION, OR ANY PARTICIPANTS' MOBILE DEVICE OR WIRELESS SERVICE PROVIDER, WILL ENABLE OR SUPPORT GAME PLAY OR THE APPLICATION FOR THE FULL LENGTH OF THE PROMOTION PERIOD.

3. **HOW TO ENTER AND PARTICIPATE IN THE PROMOTION:** Before and during the Promotion Period, an eligible Entrant may download the React Mobile Application (the "React App") from the Entrant's smart phone/mobile device via the Apple® App Store or Google® Play Store and follow the links and instructions to register and create an account ("Account") by providing all of the information requested by Sponsor including, but not limited to: Complete first and last name, city and state of residence, residential zip code, mobile phone number, date of birth, unique Screen Name, unique and valid e-mail address, a created password, and agreement to be bound by the Official Rules.

Limit: An Entrant may only create one (1) Account, whether before or during the Promotion Period, which Account is associated with the Entrant's unique smart phone/mobile device and phone number, residential address and unique and valid e-mail address. The unique and valid e-mail address provided during registration shall be deemed the eligible Entrant's "Official Email Address." Prior and new participants of mobile games hosted by Sponsor, including Super Squares®, shall automatically be registered and eligible to participate within the Promotion, with all prior provided credentials remaining in force and intact.

During a Promotion Period, there will be a series of RXP Prize Pod advertising breaks broadcast by Media Sponsor, which shall be synchronized with and supported by the React App (each, a "Game Show"). Each broadcast RXP Prize Pod shall include:

- 1) A specially marked video **Alert** at the commencement of the RXP Prize Pod;
- 2) The display of from two (2) to five (5) RXP Prize Sponsors' advertisements during the **Showcase** portion of the RXP Prize Pod; and
- 3) A final **Showdown** portion, during which time Entrants who wish to compete for prizes will either scan the unique React QR code or enter the alphanumeric React Code appearing on screen into, the React App. Note: To participate, QR codes must be scanned using the proprietary React App, and no other QR code scanner or scanning application.

By scanning or entering a valid QR or React code with the React App, Entrants shall compete in and, upon completion, submit a Game Show Entry, as further described below.

Participants are permitted to record or otherwise view the broadcast RXP Prize Pods at a time or date later than first broadcast. Sponsor and Media Sponsor may from time to time announce or confirm via the React App, social media accounts, and within promotional advertising, the weekly schedule for RXP Prize Pods.

Entrants will be limited to selecting and playing each unique RXP Prize Pod and related Game Show only once. Multiple unique RXP Prize Pods may be broadcast during each weekly Contest Cycle.

The schedule and Contest Cycle for RXP Prize Pod broadcasts shall be provided within the Official Rules.

Promotion Entities have no control over, and are not responsible for, any broadcast interruptions, errors or delays, or any programming decisions made by the Media Sponsor affecting the broadcast of RXP Prize Pods. In the event a specified RXP Prize Pod is not aired on a designated date or is delayed by more than sixty (60) minutes, cancelled, suspended or rescheduled, or if the Game Show is negatively impacted as a result of the performance of the Application or Sponsor's application host or related applications, Sponsor reserves the right to end the Game Show without selecting winning entries associated with that Game Show. In the event of multiple instances of delays, suspensions or rescheduling of Game Shows, or delays in or suspension of the broadcast of RXP Prize Pods by Media Sponsor, Sponsor reserves the right to suspend, extend or end the Promotion, at its sole discretion. In an event of any of these occurrences, Sponsor will post relevant information in the "Watch" section of the RXP Application and will email Entrants that have participated in at least one RXP Pod during the Promotion.

GAME SHOW ENTRIES:

After an Entrant has timely scanned a React QR code, or entered a valid React Code within the React App, Entrant shall be served a multiple choice RXP Prize Pod Quiz, consisting of the following:

RXP Sponsor Quiz Questions: Entrant shall be served random multiple-choice RXP Sponsor Quiz questions about one or more of the RXP Sponsors featured in the RXP Prize Pod. Quiz questions shall present a multiple-choice question concerning an important element or feature of a Sponsor's advertisement. Entrant shall have a period of time (i.e. up to twenty (20) seconds) to correctly answer the Quiz question and will earn Game Show Points *based on how quickly* the Quiz question is correctly answered. Unless otherwise stated, no Game Show Points will be awarded for incorrect answers, or for failing to answer within the allotted time.

RXP Sponsor Advertising Rating: Following each RXP Sponsor Quiz question, Entrant shall be afforded up to seven (7) seconds to rate (by tapping within the React app) an RXP Sponsor's Advertising on a scale of one (1) to five (5) stars, based on Entrant's personal opinion of the broadcast advertising content, with five (5) stars being the highest rating, and one (1) star being the lowest. Regardless of the rating, Entrant shall receive Game Show Points for rating an RXP Sponsor's advertising. Entrants are not required to rate an advertisement in order to win a prize but will not receive Game Show Points when failing to do so.

RXP Offer/Survey Question: Entrant may be served one or more multiple choice quiz questions, which will be in the form of an Offer or a Survey question. Entrants will have a period of time to select a response reflecting the Entrant's choice or opinion **and will be scored as "Correct" for purposes of scoring and grading**, regardless of the Entrant's answer. For Offer questions, Entrant may be asked if they wish to receive an offer or be contacted via email by an RXP Sponsor, Sponsor or Media Sponsor; by answering in the affirmative, Entrant authorizes Sponsor to provide the Entrant's name and email information to the respective RXP Sponsor or Media Sponsor. **OPTING IN OR ACCEPTING AN OFFER, OR AGREEING TO BE CONTACTED, WILL NOT IMPROVE GAME SHOW SCORES OR OTHERWISE INCREASE AN ENTRANT'S LIKELIHOOD OF WINNING.** Regardless of the choice, Entrant shall receive Game Show Points for reacting to an RXP Offer/Survey Question within the designated time allotted. By opting in (accepting) an Offer/Survey Question, Entrant authorizes Sponsor to provide the Entrant's name and email information to the respective RXP Sponsor or Media Sponsor.

The maximum total of Game Show Points that can be earned from an RXP Prize Pod Quiz (each a "Game Show Entry") shall be stipulated in the Official Rules ("Game Show Score"). The maximum number of correct

responses that can be submitted per RXP Prize Pod Quiz shall also be stipulated in the Official Rules, which shall generate a Game Show Entry Grade of 100%. By way of example, in the event four of five Quiz and Offer/Survey questions are answered correctly, the Game Show Entry shall receive a Grade of 80%.

Upon completion of each RXP Prize Pod Quiz, the React Application shall display the Game Show Score, Game Show Entry Grade (representing the percentage of all responses answered completely and correctly), and a Percentile Ranking at the conclusion of the submission (where Percentile Rank reflects an Entrant's score, as a percentage of the highest Game Show Score submitted to date). Note that Percentile Ranks are for informational purposes only.

If an Entrant closes the React App at any time during the RXP Prize Pod Quiz session or engages in other activities that could impact an Entrant's smart phone's/mobile device's use of resources and operations, the React App may expel the Entrant and may not award any or all Game Show points. Entrants are strongly advised to avoid opening or utilizing other smart phone/mobile applications during an RXP Prize Pod Quiz session. For Entrants using smart phones/mobile devices with limited memory, clearing the smart phone's/mobile device's cache before commencing an RXP Prize Pod Quiz may increase an Entrant's ability to successfully submit a complete Game Show Entry.

Unless otherwise stated, Entrants may submit no more than one (1) Game Show Entry per unique RXP Prize Pod.

RXP Prize Pod Game Shows are skill contests designed in part to increase consumer awareness of, and interest in, RXP advertising, RXP Sponsors' products and brands, and Media Sponsor and its programming.

The React App and RXP Prize Pod Game Shows may not be used for, or in connection with, any form of gambling for monetary prizes or other monetary compensation.

RXP Sponsor Quiz answers deemed correct or incorrect by Sponsor shall remain final, even in the event of an error or omission by Sponsor, including but not limited to, clerical, typographical or technical errors or omissions.

IMPORTANT: Message and data rates may apply. Please consult your wireless-service provider regarding its message and data pricing plans.

WINNER DETERMINATION AND PRIZES:

Following the conclusion of each weekly Contest Cycle, Sponsor shall evaluate all Game Show Entries submitted during the respective Contest Cycle, and from all Game Show Entries, shall determine Potential Winners for each of the RXP Sponsor Prize pools, as follows:

- **Determine number of Eligible Potential Winners.** For each RXP Sponsor Prize, a total maximum quantity of prizes shall be awarded.
- **Randomly select a Game Show Entry** containing a response to an RXP Sponsor Quiz Question about the specific RXP Prize Sponsor.

For each randomly selected Game Show Entry:

- **Determine if the Entry is a Qualified Winner.** In order to claim an RXP Sponsor Prize, the Game Show Entry must satisfy all three Winner Qualifications:
 - **Correctly answered the RXP Sponsor Quiz Question**
 - **Correctly answered all remaining Quiz questions**, posting a Game Show Entry Grade that meets or exceeds the posted Minimum Grade (i.e. "100%, or 5 of 5 correct.")
 - **Earned a Game Show Score more than the Minimum Score as stipulated in the Official Rules.**

- **Disqualify all randomly selected Game Show Entries** failing to satisfy all three Winner Qualifications.
- **Continue the Winner Qualification process** until which time the total number of Eligible Potential Entries for a given Sponsor Prize has been determined.

Each Promotion’s Official Rules shall list the RXP Prize Pod Prizes and approximate retail value (“ARV”) to be awarded, as follows:

A. Weekly Qualified Winner Prizes:

ID	RXP Prize Sponsor	Prize	Prize ARV	Quantity
#	Sponsor Name	Prize Description	\$ _____	_____
WEEKLY TOTAL:			\$ _____	_____

B. (Optional) Top Weekly Qualified Winner Prizes: The Promotion may award prizes to from one (1) to five (5) Entrants who will submit the most Qualified Winner Entries without submitting any Disqualified Entries (i.e. Game Show Entries with Grades below the Minimum Grade or a Game Show Score of less than the Minimum Score required to post a Qualified Entry).

In the event more than one (1) Entrant submits an identical number of Qualified Winner Entries, the Entrant with the highest total combined Game Show Points during the Contest Cycle shall be the winner. If a tie remains after comparing weekly combined Game Show Points, the Entrant to have submitted the earliest completed Game Show Score during the Contest Cycle shall be the winner.

There may not be winners of one or more of the Weekly Qualified Winner Prizes, in which case one or more of the Weekly Qualified Winner Prize(s) shall not be awarded.

Note: Prizes awarded to the Top Weekly Qualified Winners shall reduce the quantity of Weekly Qualified Winner Prizes to be awarded.

C. (Optional) Weekly Buddy Referral Prizes: As an incentive for fully qualified and registered Entrants to invite others to register and participate, such fully qualified and registered Entrants may refer qualified participants **who have not yet registered within any Sponsor hosted application (including the React App and React’s separate Super Squares® App)**, to participate, by supplying the unregistered participant with the registered Entrant’s Official E-mail Address or Screen Name used within the React App. In the event the unregistered participant subsequently, completely and correctly enters the referring Entrant’s Official Email Address or Screen Name in the noted field of the registration form during the initial registration process, or when not provided during the initial registration, within forty-eight (48) hours thereafter (and no other time in the future), the fully qualified and referring Entrant shall be deemed to be the “Buddy” of the newly-registered Entrant (“Friend.”) **Buddy referrals that occurred prior to the Promotion Period remain eligible for awards during the Promotion Period.**

Where applicable, and as stipulated in the respective Official Rules, for the duration of the Promotion Period, the Buddy (where applicable) may be eligible to receive a matching and identical prize award (a “Buddy Referral Prize”) when a Friend is officially awarded specified prize types.

BUDDY ELIGIBILITY: A fully qualified and registered Entrant, whether or not they are participating in a Game Show, is eligible to be a Buddy to multiple, valid Friends, and is therefore eligible for multiple Matching Buddy Referral Prizes during the Promotion Period. In the event a Prize Winner is NOT associated with a referring Buddy, no Buddy Referral Prizes shall be awarded.

Employees and representatives of the Promotion Entities, radio, streaming and broadcast promotion partners (“Media Partners”), social media influencers, and each of their employees, officers, directors, representatives, and each of their immediate family members (e.g., spouse, domestic partner, parent, child, sibling, and the respective

spouses and immediate family members of each, regardless of where each resides) and persons living in the same household of each, whether or not related (“**Referring Entities**”), **are eligible to receive Buddy Referral Prizes, but are NOT eligible for Qualified Winner Prizes that would otherwise be awarded to Entrants participating in Game Shows. Buddy Referral Prizes won by Referring Entities shall not exceed 50% of the cash value of the prize(s) awarded to a Winner and shall in no instance exceed \$1,000 per prize.**

Physical prizes (if any) shall be made available for pickup at or near the retail location closest to the residential address of the winner, and winner shall be responsible at the time of pickup for payment of all local sales taxes (calculated based upon the MSRP of the prize). In the event a winner elects to have the physical prize delivered to the winner’s residence, where made available by RXP Prize Sponsor, winner shall be responsible for the cost of shipping in addition to sales tax. Digital gift codes shall be issued as Qualified Winner Prizes for retail use and redemption toward a single one-time purchase and shall not require a winner to purchase goods in excess of the retail value of the gift certificate. **The identity of the merchant or RXP Prize Sponsor issuing the digital gift codes or physical prizes will be confirmed in the React App prior to the start of each weekly Contest Cycle.**

Sponsor reserves the right to fulfill any RXP Prize Sponsor-designated gift code or physical prize to be awarded with a digital gift code or prize of equivalent or greater value from the merchant or RXP Prize Sponsor of Sponsor’s choice.

- D. Total ARV:** The total ARV of possible prizes available in each Promotion, including potential Matching Buddy Referral Prizes, shall be clearly displayed in the Official Rules.
- E. Odds of Winning:** The odds of winning a prize depend on the number of eligible Entrants, the process of random selection to determine Winner Qualification, the correctness of Quiz Answers submitted, and the Game Show Points claimed for each Game Show Entry.
- F. General:** In no event will more prizes be awarded than are outlined in the Official Rules. Entrants may be eligible for multiple Weekly Qualified Winner Prizes but may be limited to one (1) of each RXP Prize Sponsor prize per week. Entrants may be limited to one (1) Top Three Weekly Qualified Winner Prize during the Promotion.

HOW TO CLAIM A PRIZE: Each Potential Winner will be notified within five (5) business days via e-mail at the Potential Winner’s Official Email Address mail, and/or via notification within the React App. If a Potential Winner is disqualified, found to be ineligible or not in compliance with the Official Rules, fails to respond to Sponsor’s notification within fourteen (14) days of email or app push notification, or declines to accept the prize within the required timeframe, the prize will be forfeited, and an Alternate Winner will be similarly contacted and provided with fourteen (14) days to accept or decline the prize. If, after a good faith attempt to award a prize to a Potential and respective Alternate Winner, Sponsor is unable to award or deliver a prize, the prize will not be awarded. In the event Potential Winners of Top Weekly Qualified Winner prizes is disqualified, found to be ineligible or not in compliance with the Official Rules, fails to respond to Sponsor’s notification within fourteen (14) days of email or app push notification, or declines to accept the prize within the required timeframe, the prize will be forfeited, and no Alternate Winners shall be selected or awarded prizes. Potential and Alternate Winners may, at the sole discretion of Sponsor, be required to submit or electronically accept an affidavit attesting to all eligibility requirements of the Official Rules prior to delivery of the prize.

ALL FEDERAL INCOME, STATE, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE PRIZE WINNER.

Sponsor will attempt to notify the Potential and Alternate Winners as set forth above, but Sponsor is not responsible for non-responsiveness to in-app and mobile device push notifications, or any undelivered, undeliverable, or returned e-mails, including without limitation e-mails that are not received because of a Potential Winner’s privacy (or spam filter) settings, which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a prize is non-assignable, non-transferable and no prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of

unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth in the Official Rules shall be solely each winner's responsibility. Sponsor will attempt to deliver digital prizes within six (6) weeks, and physical prizes within eight to twelve (8 – 12) weeks from verification of the winner's eligibility. Sponsor, Media Sponsor, and Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason.

4. **LIMITATION OF LIABILITY:** By participating in a Promotion, Entrants agree that the Promotion Entities, RXP Prize Sponsors, merchants and each of their respective affiliates, parents, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotion, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for:

(i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text or push notifications or postal mail;

(ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability;

(iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion;

(iv) any technical, mechanical, printing or typographic or other error;

(v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information;

(vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion;

(vii) any injury or damage, whether personal or property, to Entrants or to any person's computer or mobile device related to or resulting from participating in the Promotion and/or accepting a prize; and

(viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules.

Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each Entrant agrees:

(i) to be bound by the Official Rules, as amended from time to time, including entry requirements;

(ii) to waive any rights to claim ambiguity with respect to the Official Rules;

(iii) to waive all of Entrant's rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and

(iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties with respect, or related, to the Promotion; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Promotion or any Game Show is not capable of being conducted as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion or affected Game Show, and/or proceed with the Promotion or Game Show, including the selection of a Winner in a manner it deems fair and reasonable, including the selection of a Winner from among eligible entries received prior to such cancellation, termination, modification or suspension in the manner otherwise set forth above. In no event will more than the stated

number of prizes be awarded. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than the stated number of prizes to be awarded according to the Official Rules, recipients of the excess winning messages shall be notified, and the specified prizes will be awarded in a manner Sponsor deems fair and reasonable, including the selection of Winners from among eligible entries received in the manner otherwise set forth above.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO A PARTICULAR ENTRANT IN WHOLE OR IN PART.

- 5. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN HILLSBOROUGH COUNTY, FLORIDA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN FLORIDA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN HILLSBOROUGH COUNTY, FLORIDA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN SIX (6) MONTHS FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
- 6. PRIVACY:** By entering the Promotion, Entrants consent to the collection, use and disclosure of Entrants' personal information by Sponsor in accordance with Sponsor's Privacy Policy, available at www.react.win/privacy, for the purpose of administering the Promotion as described in the Official Rules. If an Entrant has been asked to sign and return any Affidavit, declaration or other documentation in accordance with the terms of the Official Rules, Sponsor may disclose Entrant's personal information to any interested party, such as an entity who is released from liability. Any disclosure of an Entrant's personal information by Sponsor to another party will cause the Entrant's personal information to be subject to that party's privacy policy and practices. Entrants' personal information may also be disclosed to a third party, in accordance with the Official Rules, with an Entrant's consent or as otherwise permitted or required by operation of law.
- 7. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each Entrant irrevocably agrees to allow Sponsor and Media Sponsor the perpetual right to use the Entrant's name, address (city and province/territory), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Promotion and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live and/or streaming radio and television, worldwide, on the Internet, without notice, review or approval and without additional compensation, except where prohibited by law. At any time and at the discretion of the Entrant, such agreement may be expressly withdrawn by written request submitted to Sponsor at the address specified in the first paragraph of the Official Rules.

8. **GENERAL:** Any attempted form of participation in this Promotion other than as particularly described in the Official Rules is void. Sponsor reserves the right to disqualify, and ban from future participation, any Entrant found or suspected, in the sole and absolute discretion of the Sponsor, to be tampering with the operation of the Promotion; to be acting in violation of the Official Rules; to be publishing, posting to social media, or otherwise publicly disseminating RXP Prize Pod Quiz Questions and correct answers, or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. If it is discovered that any person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, identities, IP addresses, use of proxy servers, or like methods, all of such person's entries will be declared null and void and such person will not be awarded any prize to which such person may have been otherwise entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods of participation in the Promotion will void the attempted participation effected by such methods, and will result in the immediate disqualification of the person or persons determined to have used or be using such methods. Entrants and/or Potential Winners may be required to provide proof of identification and eligibility as required by Sponsor. In the event of a dispute as to the identity of a Potential Winner, the winning entry will be declared submitted by the authorized account holder of the Official E-mail Address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution and the like) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Entrant may be required to show proof of being an authorized account holder.

ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **SEVERABILITY:** If any provision of the Official Rules, or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, that provision or portion thereof shall be modified or otherwise deleted/excised in such manner as to render the remaining provisions of the Official Rules valid and enforceable. The invalidity or unenforceability of any provision of the Official Rules or the prize documents will not affect the validity or enforceability of any other provision of the Official Rules. No Entrant shall have the right to modify or amend the Official Rules. Sponsor's failure to enforce any term of the Official Rules shall not constitute a waiver of that provision, or any other provision of the Official Rules, and such provision(s) shall remain in full force and effect.
10. **WINNERS LIST:** For a copy of the Winners List, interested individuals should select "Winners List" within the React App menu, or may obtain a physical copy by mailing a self-addressed stamped business envelope to: Winners List – (Insert Unique Promotion Name Here) RXP™ PRIZE POD PROMOTION, 10360 72nd St. N. #814, Largo FL, 33777. Winners List requests must be received within ninety (90) calendar days following the end of Promotion. Residents of the state of Vermont are not required to include return postage on self-addressed business envelopes referenced above. Customer Service inquiries may be made at www.react.win/contact/
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