Bannersnack Sports Contest - Rules

Bannersnack, a Smartketer LLC subsidiary, Smartketer LLC. will conduct its contests as described in these <u>general contesting rules</u>. By participating, each participant agrees as follows:

1. Prize

The prizes are not transferable, redeemable for cash or exchangeable for any other prize. All prizes must be redeemed within 30 days of the contest end date unless otherwise stated in the contest official rules.

If a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner.

2. Eligibility and Limitations

Participants and winner(s) must be at least 18 years old. There's only one (1) entry per person. Please, only one (1) prize per household for the Contest. Employees of the Company and members of the immediate family of any such persons are not eligible to win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

3. Communication/Delivery Disclaimer

For the contest, the Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, or unavailable network connections which may limit an online entrant's ability to participate in the Contest.

4. Use of Personal Information

By participating in a contest, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, photographs, and banners to promote this or any other contests and waive any claims to royalty, right, or remuneration for such use.

By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

5. Release

By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize.

7. Conduct, Judging, and Decisions.

By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified.

Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final.

If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other

decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion.

8. Miscellaneous.

The Company may substitute prizes, amend the rules or discontinue the Contest at any time. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, visit Bannersnacks website. All entries become the property of the Company and will not be returned.