

2021 WASHINGTON MYSTICS® VIRTUAL AUTOGRAPH SERIES PROMOTION PRESENTED BY DC LOTTERY®

OFFICIAL RULES

NO PURCHASE, PAYMENT, OR SUBMISSION TO SALES PROMOTION REQUIRED TO ENTER OR RECEIVE A PRIZE. ENTRY DEADLINE MAY 21, 2021 8:00 A.M. EDT. TO ENTER, YOU MUST BE AT LEAST 18 YEARS OLD AND LEGALLY RESIDE IN WASHINGTON, D.C. OR PARTS OF MARYLAND AND VIRGINIA SPECIFIED IN OFFICIAL RULES. PROMOTION LIMITED TO WASHINGTON, D.C. AND THESE PARTS OF MARYLAND AND VIRGINIA. VOID ELSEWHERE AND WHERE PROHIBITED BY LAW. CHANCES OF WINNING WILL VARY WITH THE NUMBER OF VALID ENTRIES IN PROMOTION. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. WINNING AND RECEIVING A PRIZE SUBJECT TO CONDITIONS AND RESTRICTIONS. SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS. LIMIT ONE (1) ENTRY PER PERSON. LIMIT ONE (1) PRIZE PER PERSON.

1. **OBJECT OF THE PROMOTION:** As provided by and subject to these official rules (“**Official Rules**”), the 2021 Washington Mystics® Virtual Autograph Series Sweepstakes Presented by DC Lottery® (“**Promotion**”) will award forty (40) persons chosen at random from among valid entries (“**Prize Winners**”) with the following prize – an opportunity to send one (1) photograph of their choice to be autographed electronically by Washington Mystics® player Elena Delle Donne and returned to them in electronic format (“**Prize**”).
2. **SPONSOR AND ADMINISTRATOR:** Lincoln Mystics LLC dba Washington Mystics (“**Washington Mystics**”) and District of Columbia Office of Lottery and Gaming (“**DC Lottery**”) are the sponsors of the Promotion (“**Sponsors**”). Lincoln Holdings LLC dba Monumental Sports & Entertainment is the administrator of the Promotion (“**Administrator**”). ProHoldings, LLC dba G3 Marketing (“**Contractor**”) is providing Promotion entry hosting and prize fulfillment services for the Promotion.
3. **PROMOTION TERRITORY:** The Promotion is limited to Washington, D.C. and parts of Maryland and Virginia within one hundred fifty (150) miles of the Capital One® Arena at 601 F Street NW, Washington, D.C. (“**Promotion Territory**”). The Promotion is void outside the Promotion Territory or where prohibited by law. Entries by persons residing outside the Promotion Territory will be void and not eligible for any Prize.
4. **OFFICIAL RULES; PERSONAL INFORMATION AND PRIVACY:** By entering the Promotion, you agree fully and unconditionally to these Official Rules and to the Monumental Sports & Entertainment’s Privacy Policy (Effective August 30, 2018) (“**MSE Privacy Policy**”). You can review the Official Rules at <https://g3marketing.com/wp-content/uploads/2021/04/2021-Wizards-Ish-Smith-DC-Lottery-Public-Virtual-Autograph-Series-Sweepstakes-Official-Rules.pdf> and the MSN Privacy Policy at [www.monumentalsportsnetwork.com/privacy-policy](http://www.monumentalsportsnetwork.com/privacy-policy).
5. **CONTRACTOR TERMS OF SERVICE AND PRIVACY POLICY.** By entering the Promotion, you also agree fully and unconditionally to the Contractor Privacy Policy. You can review the and the Contractor Privacy Policy at <https://g3marketing.com/privacy/>.
6. **ELECTRONIC SIGNATURE: MARKING RADIO BUTTONS OR CHECK BOXES TO INDICATE ASSENT, OR ANY SIGNATURE WHETHER ELECTRONIC, DIGITAL, OR TYPED, SHALL INDICATE ACCEPTANCE OF THE OFFICIAL RULES AND MSE PRIVACY POLICY AND BE GIVEN THE SAME EFFECT AS A HANDWRITTEN OR ORIGINAL SIGNATURE.**
7. **ELIGIBILITY:** The Promotion is open only to natural persons who are legal residents of the Promotion Territory who are at least 18 years of age when they enter. The following persons are not eligible to enter the Promotion: (i) employees, officers, directors, members, partners, governors, contractors,

and agents of either Sponsor, Administrator, Contractor, Capital One Financial Corporation, the Women's National Basketball Association or its teams, or any parent, subsidiary, or affiliate of any of the foregoing entities, or their respective advertising, promotional, fulfillment and marketing agencies, wholesale distributors, retail licensees, or their contractors and other service agencies involved with the Promotion; or (ii) members of the immediate family (parents, step-parents, children, step-children, siblings, or spouses) or households (persons who share the same residence for at least three months per year) of any person set forth in the preceding subparagraph (i). Affiliates of Administrator include Lincoln Mystics LLC dba Washington Mystics, Washington Bullets LP dba Washington Wizards, Lincoln Holdings LLC dba Monumental Sports & Entertainment, Monumental Sports Network, Lincoln Hockey LLC dba Washington Capitals, Lincoln Mystics LLC dba Washington Mystics, Lincoln GP LLC, Washington Sports & Entertainment LP, Washington Sports & Entertainment Inc., Washington Sports LLC, Washington Sports GP LLC, DC Arena LP dba Capital One Arena, AP Tickets Inc., Centre Group LP, Monumental Ticketing LP, Lincoln NBA2K LLC, Lincoln NBADL LLC, Lincoln Ballston LLC, and Lincoln Ventures LLC.

8. **PROMOTION PERIOD:** The Promotion will begin at 12:00:00 p.m. Eastern Standard Time (EST) on Tuesday, May 18, 2021 and will end on or about Monday, May 24, 2021 after selection and confirmation of all Prize Winners (the "**Promotion Period**").
9. **ENTRY PERIOD AND DEADLINE:** There will be one (1) entry period in the Promotion ("**Entry Period**"). Entries must be received and recorded on or after the deadline set forth below ("**Start Time**") and no later than the deadline set forth below ("**Entry Deadline**"). Oracle Eloqua is the designated official entry hosting and timekeeping service for the Promotion.

Start Time	Entry Deadline
Tuesday, May 18, 2021, 12:00:00 pm EDT	Friday, May 21, 2021, 8:00:00 am EDT

10. **HOW TO ENTER:** To enter the Promotion, visit the official Washington Mystics® Sweepstakes web page at <https://g3marketing.com/mystics> and complete and submit the Entry Form to (a) provide your first and last name, your date of birth, the address and U.S. Postal Service ZIP Code where you reside, and your e-mail address, (b) confirm that you are at least 18 years old, (c) consent to the Official Rules and the MSE Privacy Policy, and (d) consent to Contractor's Terms of Service and Contractor's Privacy Policy. **This FREE method of entry is the only method for entering the Promotion. No other form of entry is valid.**

**To enter the Promotion, you must provide your own computer, mobile device, software, and Internet or mobile connection.** If entering with a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. You are solely responsible for any such wireless charges.

An Entry will be deemed made by the registered holder of the e-mail address used to submit the Entry. The registered account holder is deemed to be the natural person who is assigned the e-mail address by the administrator of the Internet domain comprised by the address. Sponsors and Administrator are not liable to any party in connection with any dispute arising from or related to the identity of Entrant.

**Limit one (1) Entry per person during the Promotion Period. Multiple entries by the same person will be void.** Administrator may deem that an Entry posted first in time is valid and disqualify any subsequent Entries. Entries made using any robotic, macro, automatic, or programmed entry methods will be void. All Entries become the property of Sponsors and Administrator and will not be returned.

11. **OPTION TO CONSENT TO RECEIVE COMMERCIAL MESSAGES.** You may be asked to consent to the Sponsors, Administrator, and the MSE Affiliates sending you commercial e-mails or mobile text messages and updates. Your consent is not required to enter the Promotion, and your response will not affect your eligibility for or chance of winning or receiving a Prize.
12. **NO OTHER OBLIGATION; NO CONFIDENTIAL INFORMATION:** By submitting your Entry, you agree that your Entry is gratuitous, does not contain any confidential information, and is made without any restriction and will not obligate Sponsors in any way except as expressly provided by these Official Rules.
13. **SELECTING PRIZE WINNERS:** During the Promotion Period, Administrator will conduct one (1) random drawing from the pool of valid Entries to select a total of forty (40) persons to receive a Prize (“**Prize Winners**”). The random drawing will be conducted on or about Friday, May 21, 2021 (“**Drawing Date**”). Your chances of winning a Prize will vary with the number of valid Entries in the Promotion. Administrator reserves the right to not select Prize Winner and to not award any Prize in the event there is an insufficient number of valid Entries. In the event that a Prize Winner is disqualified or forfeits a Prize, Administrator may in its sole discretion and if time permits select an alternate Prize Winner from among the remaining valid Entries.
14. **PRIZE: A total of forty (40) Prizes will be awarded during the entire Promotion Period. The total Approximate Retail Value (“ARV”) of all Prizes to be awarded in the Promotion is Two Thousand U.S. Dollars (\$2,000.00).** On Prize Date, Sponsors will award forty (40) Prizes. The Prize to be awarded for the Prize Date and the respective ARV are provided in the following table:

Drawing Date	Number of Prize Winners	Description of Prizes	Approximate Retail Value (“ARV”) of Each Prize
May 21, 2021	40	One (1) photograph or image provided by Prize Winner electronically autographed by Washington Mystic Elena Delle Donne and returned to Prize Winner in electronic format	\$50

15. **NOTIFYING THE PRIZE WINNER:** Administrator will notify each Prize Winner by e-mail message using the e-mail address provided in the Entry within two (2) business days after the Prize Date. To receive a Prize, Prize Winner must satisfy the requirements and conditions set forth in these Official Rules within the time and in the manner provided.
16. **REQUIREMENTS FOR PRIZE WINNER TO RECEIVE PRIZE:** To receive a Prize, the Prize Winner must complete, sign, and return as directed by Administrator an affidavit of eligibility and a release of publicity and liability together with proof of age and legal residence (“**Prize Winner Affidavit**”). Administrator must receive a completed and signed Prize Winner Affidavit no later than seventy-two (72) hours after being notified by Administrator, failing which Prize Winner will forfeit the Prize and Administrator may select an alternate Prize Winner if time permits. You can review a Prize Winner Affidavit in substantially the form required at [INSERT URL].
17. **DELIVERY OF PRIZE TO PRIZE WINNER:** After receiving a timely, complete, and signed Prize Winner Affidavit, Administrator will deliver the Prize to Prize Winner by sending Prize Winner an e-mail message with instructions on how to receive the Prize. The e-mail message will include a hypertext link to Contractor’s website by which Prize Winner will upload to Contractor’s website a photograph or other image in electronic format (“**Prize Winner Image**”) to be autographed electronically by Washington Mystic Elena Delle Donne (“**Player Autograph**”) and returned to Prize Winner in electronic format, subject to Additional Requirements and Prohibited Content provided below.
18. **ADDITIONAL REQUIREMENTS FOR VIRTUAL AUTOGRAPH PRIZES:** To receive a Prize, you must (i) accept the Contractor Terms of Service and Contractor Privacy Policy, (ii) upload to Contractor’s website a photograph or other image that satisfies Contractor’s format requirements and does not

include any Prohibited Content (see following Rule), and (iii) provide your own computer, mobile device, software, and Internet or mobile connection. If entering with a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. You are solely responsible for any such wireless charges.

19. **PROHIBITED CONTENT:** Sponsors, Administrator, and Contractor each reserve the right to refuse to provide a Prize with respect to any Prize Winner Image that in their sole discretion (i) is obscene, lewd, crude, vulgar, profane, defamatory, or inappropriate, or threatens, supports, or depicts acts of violence or acts that appear to cause harm; (ii) is racist, bigoted, or discriminatory against any race, sex, religion, nationality, disability, gender, age, or any other basis protected by federal, state, or local law, ordinance, or regulation; (iii) is offensive or expresses explicit, graphic, or excessive indecent content that is or could be considered inappropriate, unsuitable, or offensive; (iv) encourages or depicts irresponsible or illegal use of beverage alcohol, nicotine, tobacco, marijuana, drugs, or controlled substances, including any use thereof by minors; (v) intentionally and prominently refer to brands other than those of Sponsors; (vi) includes or is suspected of including any materials that may violate or infringe copyright, trademarks, intellectual property rights, or any other proprietary right of any person, including without limitation rights of privacy or publicity, or any person; (vii) refers, depicts or in any way reflects negatively or in false light upon any Sponsor, Administrator, Contractor, their affiliates, or the Womens National Basketball Association or its teams, the trademarks of any of the foregoing, the Promotion, or any other person or entity; (viii) is or may be unlawful or otherwise in violation of or contrary to any applicable federal, state, or local law, regulations, or ordinance.
20. **PRIZE LIMITATIONS – LIMIT ONE (1) PRIZE PER PERSON:** Use of the Prize by Prize Winner is strictly limited to personal, non-commercial purposes. Prize Winner may not assign or transfer a Prize or any part of a Prize and are not entitled to a substitute prize if unable or unwilling to accept or use the awarded Prize. Sponsors reserve the right to substitute any Prize (or a component thereof) with a prize of equal or greater value for any reason. Any costs and expenses associated with accepting and using a Prize that are not specified herein as being provided, including but not limited to transportation, food, beverage, delivery costs, and gratuities, are the sole responsibility of Prize Winner. Some Prizes may require the Prize Winner to provide his or her own computer, mobile device, software, and Internet or mobile connection, and for any charges associated therewith will be the sole responsibility of Prize Winner. Prizes are awarded subject to unavailability, postponement, or cancellation to protect health or safety of the employees, contractors, and agents of a Sponsor or the public or to comply with emergencies, restrictions, and/or advisories of any kind by national, state, local, or municipal government and their agencies.

**ALL PRIZES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND.**

21. **TAXES:** All taxes (if any), related to receipt and use of Prizes are the sole responsibility of the Prize Winner. Should the ARV of the prize equal or exceed six hundred U.S. dollars (\$600.00), Prize Winner will be required to provide a Social Security Number or a Taxpayer Identification Number to Sponsors for issuance of a 1099 Form. All cash prizes will be net of any taxes that Sponsors are required by law to withhold.
22. **APPEARANCE AND ENTRY MATERIALS RELEASE:** By entering the Promotion, you hereby consent, waive any objection, and grant to Sponsors, Administrator, Contractor, and their affiliated companies a perpetual, irrevocable, non-exclusive, sublicensable, fully paid up and royalty free license and unconditional right throughout the universe to use, make, record, produce, edit, modify, reproduce, create derivative works, distribute, publish, exhibit, publicly or privately display, publicly or privately perform, and transmit directly or indirectly through multiple tiers, in any and all media by any and all means now known or hereafter devised your appearance, your appearance, interview, performance, contribution, name, nicknames, user names, voice, picture, likeness, poses, actions, and any combination of these items in connection with participating in the Promotion and/or accepting or using a Prize (the “**Appearance**”) and any e-mail address, social media handles, telephone numbers,

mailing addresses, ages or dates of birth, and/or any other personal or private information and/or other information or materials as may be incorporated in your Entry, Prize Winner Affidavit, or Prize Winner Image ("**Entry Materials**"), together with any proprietary, contractual, or personal rights therein including without but not limited to copyright, trademark, rights of publicity, and rights of privacy in all the foregoing, in whole or in part, at any time now and in the future, throughout the universe, for any purpose including but not limited to advertising and promoting the Promotion and promoting and marketing the Sponsors and the MSE Affiliates. Entering the Promotion or winning or receiving a Prize does not grant you any right whatsoever in or to the Player Autograph. As between you, Sponsors, and Administrators, Washington Mystics and Administrator shall be the owner of any recorded production that includes all or part of the Appearance or the Entry Materials (with the exception of the Prize Winner Image) and any results and proceeds thereof ("**Recordings**"), together with any and all proprietary and personal rights therein including without limitation copyright, trademark, rights of privacy and publicity. You hereby irrevocably assign and transfer to Administrator any and all rights of any kind that you may have in the Recordings, and hereby irrevocably and perpetually waive any and all moral or similar rights you may have relating to use of the Appearance, the Entry Materials, and the Recordings, in whole or in part, for any purpose including but not limited to advertising and promoting the Promotion and the promotion and marketing activities of Sponsors, Administrator, and their affiliates. Sponsors, Administrator, and Contractor shall have no obligation whatsoever to use you or to make, use, or publicize any Appearance, Entry Material, Prize Winner Image, Recording, or any part thereof. You agree to sign any additional consents and releases as Sponsors and/or Administrator may reasonably require to memorialize or confirm the provisions of this paragraph. You hereby acknowledge and agree that the opportunity to win a Prize in the Promotion is sufficient consideration for all the consents, licenses, rights, and waivers provided by this paragraph, and hereby waive any and all claim to any further consideration, notice, or approval with respect thereto except as and to the extent prohibited by law.

23. **ENTRANT'S REPRESENTATIONS AND WARRANTIES:** You hereby represent and warrant that you will comply with these Official Rules, that any and all information you provide in your Entry, Prize Winner Affidavit, and Appearance are true and complete, that the Entry Materials, the Prize Winner Image, and the Appearance and the use thereof by Sponsors and Administrator as provided by these Official Rules will not infringe or violate the rights of any other person or entity, and that your participation in the Promotion and publicity therefor and your acceptance of a Prize will not be subject to or conflict with any contract or collective bargaining agreement to which you are a party. You are not required by Sponsors or Administrator to post your Entry or Prize or communicate that you are involved with the Promotion to any social media platform, but if you do you shall comply with the Federal Trade Commission Guidelines Concerning the Use of Endorsement and Testimonials in Advertising. Sponsors and Administrator reserve the right to disqualify and deny a Prize to you if you breach any of the foregoing representations and warranties.
24. **RELEASE AND INDEMNIFICATION:** You hereby agree to release, discharge, indemnify, defend, and hold harmless Sponsors, Administrator, Contractor, Capital One Financial Corporation, the MSE Affiliates, the Women's National Basketball Association and its teams, the National Basketball Association and its teams, the NBA2K League and its teams, the National Hockey League and its teams, and the parents, subsidiaries, affiliates, licensees, successors, and assigns of all the foregoing entities, their wholesale distributors and retail licensees, advertising, promotional, fulfillment, and marketing agencies, and all other persons and entities connected with the Promotion, and the employees, officers, directors, members, partners, governors, contractors, representatives, and agents of all the foregoing (collectively "**Released Parties**") from and against any and all liability, damage, claim, demand, cost, expense (including attorneys' fees), injury, loss, or damage of any kind to persons including but not limited to death, physical injury, or emotional injury, property, or rights of publicity or privacy, defamation, trademark infringement or dilution, copyright infringement, or portrayal in a false light, or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world, whether unknown or unsuspected at this time ("**Claim**") arising from or in any way resulting from or related to, in whole or in part, directly or indirectly, from (i) entering or participating in the Promotion or in any activity related to the Promotion, including but not limited to the Appearance; (ii) acceptance, possession, receipt,

use, or misuse of any Prize or any component thereof, or the unavailability of a Prize or inability to use a Prize due to actions taken by any person to protect the health or safety of its employees, contractors, and agents or the public, or to comply with emergencies, restrictions, and/or advisories of any kind by national, state, local, or municipal government and their agencies; (iii) an Entry or any material provided by you, including without limitation any allegation that such Entry or material infringes, misappropriates, or otherwise violates any of your personal rights or any personal rights of any other party; (iv) any violation by you of the Official Rules; (iv) any statement, action, or failure to act by you during or in connection with your participation in the Promotion; (v) any breach or alleged breach by you of the representations and warranties made herein; and (vi) any violation of law, regulation, or ordinance

25. **LIMITATION OF LIABILITY:** The Released Parties are not responsible for and shall not be liable for (i) any injury, damage or loss to your or any other person, or to your property or the property of any other person, resulting from or related to, directly or indirectly, in whole or in part, from participation in the Promotion or any activity or travel related to the Promotion, or to receipt, use, or misuse of any Prize, the Prize Winner Image, or any portion thereof; (ii) any policy, action, or inaction by you or any other person, including without limitation actions taken by any person to protect health or safety of its employees, agents, and contractors or the public, or to comply with emergency orders, restrictions, and/or advisories of any kind by national, state, local, or municipal government and their agencies, that prevents you or any other person from entering or participating in the Promotion or activities related to the Promotion and/or claiming, receiving, or using a Prize or any portion thereof; (iii) any lost, mislaid, delayed, misdirected, returned, undeliverable, damaged, defaced, or unintelligible Entry, vote, notification, and other communication, however caused; (iv) any printing, typographical, electronic, or other error in printing or disseminating materials for the Promotion, in administering the Promotion, and activities related to the Promotion, or in announcing Prize Winners and Prizes; (v) any failed, deceptive, incomplete, garbled, jumbled, scrambled, unintelligible, or deleted computer data transfer or other communications; (vi) any systems error or any malfunction in, failure of, or difficulty of any kind whatsoever with any computer hardware and software, Internet website, mobile or social media site, text messaging system, Promotion entry or voting system, timekeeping system, server, network, Internet service, or telephone, cable, mobile, or satellite communications; (vii) any electronic traffic congestion, or any lost, interrupted, or unavailable connections with servers, networks, Internet service providers, telephone, cable, mobile, or satellite communications; (viii) any incorrect or inaccurate information whether caused by users or by tampering, hacking, or interfering with any of the programming or equipment associated with or used in this Promotion; (ix) any theft or unauthorized access to a computer, computer network, website, or social media site; (x) any error or omission of any kind, whether human, mechanical, or electronic in nature; (xi) any acts of God or events or circumstances beyond the control of Sponsors and/or Administrator including without limitation terrorist attacks or emergency orders, restrictions, and/or advisories of any kind by national, state, local, or municipal government and their agencies, or (xi) or any combination of any of the foregoing.
26. **SPONSOR'S DECISIONS: RIGHT TO DISQUALIFY, MODIFY, AND CANCEL:** All decisions by Sponsors and /or Administrators regarding the Promotion, including interpretation of these Official Rules and exercise of discretion, shall be final and binding in all respects. Sponsors and Administrator reserve the right in their sole discretion to disqualify entries that are inconsistent with these Official Rules or that are misleading, deceptive, or offensive. Sponsors also reserve the right to modify these Official Rules, and to cancel, terminate, modify, suspend, or make any change in the Promotion for any reason, including without limitation to protect health or safety, and to comply with emergency orders, restrictions, and/or advisories of any kind by any local, municipal, state, or national government or their agencies. Should any portion of the Promotion be compromised by virus, worms, bugs, unauthorized human intervention or other causes that, in the sole opinion of Sponsors and Administrator, tend to impair submission of Entries or to compromise or corrupt administration, security, fairness or proper play of this Promotion, then Sponsors and Administrator reserve the right in their sole discretion to suspend, modify or terminate the Promotion and to select Prize Winners from valid entries received before taking action, or to take other action as they may deem fair and equitable.

27. **PRIZE WINNER'S LIST:** The name of the Prize Winners of the may be requested after June 30, 2021 by sending a self-addressed stamped envelope to the following address: Monumental Sports & Entertainment, 601 F Street, N.W., Washington, D.C. 20004 USA Attn: 2021 Washington Mystics® Virtual Autograph Series Sweepstakes.
28. **SPONSOR'S TRADEMARKS:** WASHINGTON MYSTICS®, and the Washington Mystics Logos are registered trademarks of WNBA Enterprises, LLC. M MONUMENTAL SPORTS® and MONUMENTAL SPORTS AND ENTERTAINMENT® are registered trademarks on Monumental Sports and Entertainment. DC LOTTERY™ and the DC Lottery Logos are trademarks of the Office of Lottery and Gaming. Except to the extent permitted by law, using any of these trademarks without prior written approval of the owner is prohibited.
29. **NO SPONSORSHIP:** The Promotion is not endorsed or sponsored by the Women's National Basketball Association or their respective member teams other than the Washington Mystics.
30. **GAMBLING PROHIBITED:** The Promotion is intended to increase consumer awareness of and interest in the Sponsors. The Promotion is strictly for entertainment and promotional purposes, and any use of this Promotion by any person for or in connection with any form of gambling is strictly prohibited.
31. **DISPUTE RESOLUTION:** Except where and to the extent prohibited by law, (a) any and all disputes, claims and causes of action you may have arising out of or connected with this Promotion or any Prize awarded shall be resolved individually without resort to any form of class action and exclusively by arbitration before one arbitrator in accordance with the Commercial Rules of the American Arbitration Association by the United States District Court for the District of Columbia or the appropriate District of Columbia Court located in Washington, DC; (b) any and all claims, judgments and awards you may have or receive shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorney's fees, and (c) under no circumstances shall you be permitted to obtain, and you shall waive any and all right to claim or obtain, injunctive relief, awards for attorneys' fees, indirect, punitive, incidental and consequential damages, multiplication or increase of damages, and any other damages other than for actual out-of-pocket expenses. Any and all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, the rights and obligations it provides, and its subject matter shall be governed by and construed in accordance with the laws of the District of Columbia, U.S.A. without giving effect to any choice or conflict of law provision or rule of any jurisdiction. Any claim or cause of action arising from or relating to this Release or its subject matter shall be brought only in the federal or local courts located in the District of Columbia, and you hereby irrevocably consent to the exclusive jurisdiction of these courts.
32. **GENERAL PROVISIONS:** Subject to applicable laws and regulations. These Official Rules, together with the MSE Privacy Policy and other terms and policies referred to herein, is the entire agreement between you and Sponsors and Administrator, and supersedes all previous understandings and agreements, whether oral or written. If any provision of these Official Rules or the MSE Privacy Policy is held to be invalid, illegal, or unenforceable, it shall be modified to the least extent necessary to make it enforceable, and all remaining provisions hereof shall remain in full force and to the maximum extent permitted by law. Failure by Sponsors or Administrator to enforce any provision of these Official Rules or the MSE Privacy Policy shall not constitute a waiver of that or any other provision. The titles of provisions used in the Official Rules or the MSE Privacy Policy are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of the Official Rules or the MSE Privacy Policy.

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