

OFFICIAL RULES
MY20 Gameday Giveaway Contest

(TN Residents Only)

The following are the official rules (the “Official Rules”) of Konexial, Inc. (the “Sponsor”) for the **MY20 Gameday Giveaway** (the “Contest”). By participating, each participant agrees as follows:

1. NO PURCHASE IS NECESSARY. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2. ELIGIBILITY. Unless otherwise specified, the Contest is open only to legal U.S. residents eighteen (18) years of age or older at the time of entry with a valid Social Security number and who reside in the State of Tennessee. Unless otherwise specified, employees of Sponsor, its partners, retailers, affiliates, subsidiaries, advertising and promotion agencies, promotional sponsors, prize providers, and any individual or company involved in the development or execution of the Contest, and the immediate family members and household members of all such persons are not eligible to win. The term “immediate family members” includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term “household members” refers to people who share the same residence at least three (3) months out of the year. Entrants may not use an assumed name or alias (other than a screen name where the Contest involves use of a social media site). The Contest is subject to all applicable federal, state and local laws and regulations. By participating in the Contest, the entrant (“Entrant” or “You”) agrees to these Official Rules and Sponsor’s decisions, which decisions are final and binding in all matters related to the Contest. Sponsor reserves the right to verify eligibility qualifications of the winner. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

3. CONTEST PERIOD. The Contest will begin on **July 21, 2017, at 12:01am CST** and end on **August 25, 2017, at 11:59pm CST** (the “Contest Period”). Sponsor’s office computer is the official time keeping device for the Contest.

4. HOW TO ENTER. During the Contest Period, You may enter the Contest by calling the telephone number 865-888-MY20 (6920), Ext. 1, provide the promo code MyVolsMY20, and schedule a telephone consultation. **All entries must be received before the close of the Contest Period on August 25, at 11:59 pm CST to be eligible for the grand prize drawing.** Sponsor shall not be responsible for lost, late, incomplete, invalid, unintelligible, inappropriate or misdirected entries, all of which will be disqualified. In the event of a dispute as to any entry, the Sponsor’s decision will be final. Entries also may be submitted by submitting postcard by U.S. Mail, postage prepaid, to the Sponsor at the address below, with the postcard indicating: “**MY20 Gameday Giveaway Contest**” and providing the Entrant’s name, address, email address, and telephone number. Any such alternative entry must be received by the Sponsor during the Contest Period. Any Selected Entrant (as defined below) may be required to show proof of identity and eligibility. All entries become the sole and exclusive property of Sponsor and will not be returned.

5. DELIVERY DISCLAIMER. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any entry. Sponsor is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of entries, traffic congestion on

telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an Entrant's ability to participate in the Contest, and any injury or damage to Entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in this Contest.

6. GRAND PRIZE. There will be one (1) Grand Prize available to be won in this Contest. The Grand Prize is four (4) tickets selected by Sponsor to the 2017 University of Tennessee vs. University of Georgia football game. At the Selected Entrant's option, the Selected Entrant may instead choose as an alternative Grand Prize, four (4) tickets selected by Sponsor to the Tennessee Titans vs. Seattle Seahawks football game on September 24, 2017. The approximate retail value of the Grand Prize is \$1,500. Odds of winning the Grand Prize depend on a number of factors, including, but not limited to, the number of eligible entries received by Sponsor during the Contest Period.

7. DETERMINATION OF WINNER. The winner of the Grand Prize will be selected by random drawing from the entries submitted during the Contest Period (the "Selected Entrant"). The drawing will be held at the end of the MY20 Facebook Live Webinar held on August 30 at 6pm EDT. If any Entrant initially selected or drawn to be the Grand Prize winner does not meet the eligibility requirements, then Sponsor may select another Entrant in the manner described above.

8. NOTIFICATION AND VERIFICATION OF POTENTIAL WINNER. THE SELECTED ENTRANT IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The Selected Entrant must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The Selected Entrant will be contacted by Sponsor, using the contact information provided by the Selected Entrant when entering the Contest. The Grand Prize package will be shipped to the Selected Entrant via Fedex package delivery to address verified on file, with requested delivery on or before September 6, 2017. The Selected Entrant claiming the Grand Prize must provide proof of identity, execute an affidavit of eligibility, a liability/publicity release (except where prohibited), a copy of these Official Rules, and a W-9 IRS Form, in order to claim his/her prize. The Selected Entrant claiming the Grand Prize who executes these documents within the required time period will be deemed to have accepted the Grand Prize and thereafter will not be permitted to rescind acceptance of the Grand Prize and/or return the Grand Prize. If a Selected Entrant fails to claim the Grand Prize within the time provided or otherwise fails to comply with these Official Rules, then the Selected Entrant forfeits the prize. In the event that the Selected Entrant of a Contest prize is disqualified for any reason, Sponsor may award the Grand Prize to an alternate Entrant by random drawing from among all remaining eligible entries. A Selected Entrant that claims, is awarded, and accepts the Grand Prize is the "Grand Prize Winner."

9. TAXATION AND TRAVEL. The Grand Prize Winner is solely responsible for the reporting and payment of all applicable federal, state, and local taxes (if applicable) associated with the receipt of the prize and for all expenses of travel to and from the Grand Prize football games. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. Sponsor is not responsible for lost, stolen, or misdirected mail, and that the prize will not be replaced if it is not received by winner.

10. RELEASE. By entering the Contest, each Entrant: (a) agrees to comply with and be bound by these Official Rules, and the decisions of Sponsor, which are binding and final in all matters relating to the Contest; (b) hereby releases, defends, indemnifies, and holds harmless Sponsor, and its subsidiaries, related and affiliated companies, participating sponsors, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest

and each of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Entrant’s entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) hereby indemnifies, defends and holds harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to an Entrant’s participation in the Contest and/or Entrant’s acceptance, use, non-use or misuse of the prize. Each Entrant hereby grants to Sponsor and other organizations selected by Sponsor the right to contact by email, telephone, or mail, any Entrant who provides email, telephone or contact information to Sponsor in connection with the Contest. Entrant acknowledges and agrees that Sponsor and those organizations may contact Entrant by email, telephone, or mail for purposes of advertising, solicitation, any Entrant whose email address is submitted as part of a Contest.

11. PUBLICITY. Except where prohibited, participation in the Contest constitutes Entrant’s consent to Sponsor’s and its agents’ use of winner’s name, image, likeness, photograph, voice, biographical information, other indicia of identity, opinions, address (city and state) and state for promotional purposes in any media now known or later discovered, in perpetuity, worldwide, without further notice, payment, or consideration, unless otherwise prohibited by law. The Grand Prize Winner and any person accompanying the Grand Prize Winner may be required to sign a separate publicity waiver and/or release upon collecting a prize.

12. CONSUMER CREATED CONTENT. If the entry for the Contest includes any creative material from the participant, by submitting the entry, Entrant agrees: (1) Entrant’s disclosure is gratuitous, unsolicited and without restriction and will not place Sponsor or its Contest partners under any fiduciary or other obligation, that Sponsor is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to Entrant; (2) Entrant acknowledges that, by acceptance of the submission, Sponsor and its Contest sponsors do not waive any rights to use similar or related ideas previously known to Sponsor or its partners, or developed by their employees, or obtained from sources other than You; (3) You represent and warrant that that You are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, or, to the extent that any third party ownership rights exist, You have obtained all necessary licenses and/or clearances to use such third party content, and (4) You hereby grant Sponsor a perpetual, worldwide, nonexclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose.

13. TAXES. All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded in the Contest become the sole responsibility of the winner. Winners will be required to fill out and return an IRS W-9 tax form. Valuation of prizes may be based on information given to Sponsor by the provider of the prize. All those who win a prize or prizes over a certain threshold value in any given year may be issued an IRS Form 1099 to report their winnings.

14. GENERAL CONDITIONS. Sponsor may cancel the Contest or any part of the Contest, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner, or to be acting in violation of any federal, state or local law. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek legal remedies including damages from any such person to the fullest extent permitted by law. Sponsor may, in its sole discretion, waive or change any of these Official Rules in a particular case, but will advise the public of such waiver or changes as practicable as possible after they are made.

15. LIMITATIONS OF LIABILITY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use, non-use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance or completion of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, programming or any other reason causes more than stated number of prizes as set forth in these Official Rules to be available or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

16. DISPUTES. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of the winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved exclusively by the federal or state courts in and for Knox County, Tennessee; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (iv) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by,

and construed in accordance with, the laws of the State of Tennessee, without giving effect to principles of conflicts of law.

17. ENTRANT'S PERSONAL INFORMATION. If an Entrant provides Sponsor with an email address or other personal identifying information, then Sponsor and organizations selected by Sponsor may send the Entrant marketing and promotional e-mails, updates, and other communications from time to time. Each e-mail will contain instructions telling You how to unsubscribe from the e-mail list. To the extent the Contest involves use of a third party website, application or platform, Entrants should be aware that the third party's Privacy Policy may apply as well. Sponsor claims no responsibility for the actions of any such third party in the collection or use of Your information.

18. CONSTRUCTION. The invalidity or enforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein.

19. LIST OF WINNERS/COPY OF RULES. A copy of the Official Rules of the Contest, or list of the winners of the Contest may be obtained requesting a copy and sending a self-addressed stamped #10 envelope indicating "Rules" or "Winners List" on the outer envelope (by October 1, 2017) to the Sponsor address identified below.

20. CONTEST SPONSOR: Konexial, Inc., 3214 Tazewell Pk, Suite 104, Knoxville, TN 37918