Million-Dollar Shortcut Film Competition Official Rules

Sponsor: InTension Industries, LLC, 5132 N 300 W, Ste 150, Provo, UT 84604 (the "Sponsor")

Administrator: Promosis, Inc.: 89 Front Street, Suite 205, Marblehead, MA 01945 (the "Administrator")

By entering, submitting to, voting in, or otherwise participating in the Million-Dollar Shortcut Film Competition (the "Competition"), you agree to be bound by these Official Rules (the "Rules"), which constitute a legally binding agreement between you and Sponsor. If you do not agree, do not participate. **AS EXPLAINED BELOW, THE RULES REQUIRE THAT DISPUTES ARISING OUT OF OR RELATING TO THIS PROMOTION BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS OR JURY TRIALS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.**

1. Purpose of the Competition. The purpose of the Competition is to identify short films that demonstrate strong storytelling, audience engagement, and the potential to be expanded into feature-length motion pictures. The ultimate goal of the Competition is to select one filmmaker (or directing team of not more than two people) (the "Entrant") whose project will be developed and produced as a feature-length film by the Sponsor.

2. Eligibility
    a. The Competition is open to legal residents of the United States of America and the District of Columbia (but specifically excluding Maryland, Colorado, North Dakota and Connecticut, and any U.S. possessions or territories) who are at least eighteen (18) years of age or the age of majority in their state of residence, whichever is older, at the time of entry.
    b. Employees, officers, directors, and agents of the Sponsor, judging panel members, prize providers, and their respective parent, subsidiary, and affiliated companies, and immediate family members and household members of each, are not eligible.
    c. Entrants must be the director (or directing team) of the submitted short film, have all necessary rights to submit the film, and must be able to enter into the Director Agreement (including having necessary work authorizations) described in Rule 11 below if selected as the Grand Prize Winner.
    d. The Competition is void in Puerto Rico, all U.S. territories and possessions, and where otherwise prohibited by law.
    e. Entrants may be required to complete, sign, and return eligibility affidavits, IRS Form W-9, and releases as a condition of advancement or prize award.

3. How to Enter
    a. Entrants must be the director (or directing team) of the submitted short film. All Entrants must meet eligibility requirements set forth in Rule 2 above.
    b. During the Entry Period described below, Entrants can submit a qualifying short film ("Short Film") by following the instructions provided on the Competition website (www.intensionfilms.com) and paying the required entry fees.
    c. Each entry (an "Entry") must include: (a) a public or unlisted YouTube link to the Short Film; (b) logline of the Short Film; (c) video thumbnail image of 1920x1080 resolution and file size below 1MB of the Short Film; (d) Entrant contact information (including full name and email address); **and** (e) any other information requested on the entry form. Additional deliverables may be required in later rounds of the Competition as described in Rule 5 below and are considered part of the Entry.
    d. Entry Limits: one (1) Short Film per Entry; Entrants may submit more than one Entry each, additional Entries require separate submission of a different Short Film and fees. Entry fees are nonrefundable.

4. Submission Requirements:
    a. Short Film must be less than 40 minutes in length;

    b. Short Films and Vision Videos must be made available through a public or unlisted YouTube link**;**

    c. Entrants must have express permission from all individuals depicted in any Entry for the Entry to be submitted in this Competition and for Sponsor and its agents to publish, use, adapt, modify, or otherwise exploit the Entry consistent with these Rules;

d. Entries must not include third-party content (including music, video, images, trademarks, or other materials) unless the Entrant has obtained all necessary licenses and permissions from all owners of any copyright or trademark depicted in the Entry for the Entry to be submitted in this Competition and for Sponsor and its agents to publish, use, adapt, modify or otherwise exploit the submission consistent with these Rules. Prohibited content includes, without limitation, material that is defamatory, obscene, hateful, harassing, or otherwise unlawful, or that violates the rights of any person or entity.
e. By submitting an Entry or any other submission in this Competition, Entrants represent and warrant that: (a) they own and control all rights in and to the submission or have obtained all necessary rights and permissions; (b) the submission does not infringe or violate any third-party rights; and (c) the submission has not been previously licensed or optioned in a manner that would prevent compliance with these Rules.
f. Late or nonconforming submissions or Entries may be disqualified at Sponsor's discretion.

5. Competition Timing, Structure and Rounds
   a. Overview: The Competition consists of multiple sequential rounds designed to evaluate short films and associated materials and Entrants through a combination of public audience engagement and professional industry assessment, culminating in selection of one (1) Grand Prize Winner who will receive the Grand Prize described in Rule 8 below.
   b. Entry Period: Entries must be submitted between **November 5, 2026,** and 8:00 am MT on **February 5, 2027.**
   c. Round 1 Public Voting– Between 8:00 am MT on **February 8, 2027,** and 8:00 am MT on **March 5, 2027,** members of the public can go to www.intensionfilms.com to register and vote for a Short Film.
   d. Round 2 – Top 100 Films; Public Vote; Vision Video: The top 125 Entries with the highest number of votes from Round 1 (the "Top 125") will be determined and notified on **March 5, 2027.** Entries placed between 101-125 will be considered alternates. The Top 125 Entries will be invited to submit a short video describing their proposed feature film based upon their Short Film (the "Vision Video") by 8:00 am MT on **March 18, 2027.** Vision Videos must be no longer than 3 minutes in length with content of Entrants' choosing that they feel best conveys both the premise of the story of their intended feature film and their ability to execute on their vision. All Vision Videos must comply with submission requirements in Rule 4 above. Entries placed between 1-100 that fail to submit a Vision Video by the noted deadline will be disqualified and the next ranked alternate will move into the top 100 list. The top 100 Entries who submit a Vision Video in time, including any alternates necessary, will make up the 100 entries participating in Round 2 (the "Top 100")**.** Members of the public can go to www.intensionfilms.com to vote on the Top 100 beginning at 8:00 am MT on **March 22, 2027**, and ending at 8:00 am MT on **April 5, 2027**. Voting counts are reset after Round 1.
   e. Round 3 – Top 25; Sponsor Judging; Script; The 25 Entries with the highest number of votes from Round 2 (the "Top 25") will be determined and notified on **April 5, 2027.** The Entrants of the Top 25 Entries will have until the date below to submit a feature-length script (inspired by their Short Film and consistent with their Vision Video), executed chain-of-title representations (on a form to be provided by Sponsor, including guarantees of the ability to control all rights necessary as described in Rule 12), and a production proposal (with production assumptions) for the proposed feature project. Submissions must be made by 8:00 am MT on **April 19, 2027,** and must comply with the Submission Requirements in Rule 4 above. Entrants of Top 25 Entries who fail to submit a script and other required documents by Sponsor by the noted deadline will be disqualified and an alternate may be selected at Sponsor's sole discretion.
   f. Round 4 – Top 10; Notes and Planning: The one (1) Top 25 Entry that received the highest number of votes in Round 2 (the "Freak Favorite"), plus the nine (9) other Top 25 Entries with the highest scores from Sponsor will be the "Top 10 Entries." The Entrants of the Top 10 Entries will be determined and notified on **May 10, 2027.** The Entrants of the Top 10 Entries will be required to have a creative and production meeting with Sponsor to determine their readiness to execute their proposed feature film. This meeting will either be in person or remote. Entrants of the Top 10 Entries must make themselves available for such meeting, which shall occur between **May 12, 2027,** and **May 28, 2027**. Failure to attend the meeting may result in disqualification and an alternate may be selected in Sponsor's sole discretion.
   g. Grand Prize Winner Announcement: Grand Prize Winner will be selected by Sponsor and judges and will be announced between June and September, 2027.
   h. At Sponsor's discretion, vote tallies may be kept private or made public at any time.
   i. Sponsor may, in its sole discretion and subject to applicable law, adjust timelines, numbers of advancing films, and voting/judging procedures to address unforeseen circumstances, including fraud prevention, operational issues, or event changes, upon reasonable notice posted to the Competition website.

6. Judging and Voting
   a. Public Voting: Eligible members of the public may vote as described on the Competition website. Anti-fraud measures may include identity verification, vote limits, IP/device monitoring, and vote invalidation.

Any attempt to manipulate votes, including bots, purchased votes, duplicate accounts, or coordinated inauthentic activity, may result in Entrant disqualification and/or banning of offending accounts at Sponsor's discretion. Public voting is to be based upon the following criteria: public appeal, film engagement and storytelling ability**.** There is a limit of ten (10) votes per person/email address in Round 1 and five (5) votes per person/email in Round 2, but voters are limited to one (1) vote per Short Film in each round.

b. Judging: Sponsor, plus potentially judges nominated by Sponsor at its discretion, will evaluate Entries based upon the following criteria: (a) story and structure; (b) directorial voice and vision; (c) performances and craft; (d) originality; (e) audience connection; and (f) potential to expand into a feature film. Weightings may vary by round.
c. Ties and Advancements in Public Voting Rounds 1 and 2: If, at any time, more than one Entry have the same total votes, the Entries will be ranked separately based on the order in which the Entries achieved that total.
d. Ties and Advancements in Judging Rounds 3 and 4: Ties in total scores as decided by Sponsor and judges during Rounds 3 and 4 will be resolved based upon the highest score for story and structure. Sponsor's and judges' decisions are final and binding.

7. Grand Prize Winner Determination and Verification
    a. Subject to compliance with these Rules, the Grand Prize Winner will be determined following the final round based on Sponsor's and judges' deliberations, as provided in Section 6.
    b. Potential Grand Prize Winner is subject to verification, including execution of a Winner Declaration and Release, tax forms, background check authorization, and execution of the Director Agreement and other agreements as provided in Rule 11 below. If a potential Grand Prize Winner is disqualified or fails to timely complete required documentation, an alternate may be selected at Sponsor's discretion.

8. Grand Prize; Approximate Retail Value
    a. Grand Prize: One (1) Grand Prize Winner will receive the opportunity to have his/her/their winning film produced, including as provided in the Director Agreement a Director Fee (as defined below) of $50,000 and a Rights Acquisition Fee (as defined below) (if applicable) of $25,000 and a percentage of net profits in the event the final film is produced and profitable. (Approximate retail value: $50,000 or $75,000, depending on whether the Grand Prize Winner controls the Feature Rights (as defined below) (e.g., wrote the screenplay) for the feature film).
    b. As a condition of receiving the Grand Prize, Grand Prize Winner agrees to execute the Director Agreement, execute all documents necessary to transfer all rights to the final film to Sponsor, and that Sponsor will act as producer and produce the feature film, subject to the Director Agreement and other agreements described in Rule 11 below.
    c. Prize components, specific allocations among cash, incentives, and in-kind support, as well as production schedule will be detailed in the Director Agreement. Receipt of some or all prize components is contingent upon Grand Prize Winner's timely participation in development and production, and compliance with the Director Agreement. Failure to execute the Director Agreement or to comply with its terms will result in forfeiture of these prize components. The Grand Prize will include a director fee of $50,000 (the "Director Fee") (contingent upon services rendered and an executed Director Agreement). Failure to execute such agreement or comply with its terms will result in forfeiture of these prize components. For the avoidance of doubt, if the Grand Prize Winner consists of a directing team, each member of the team must be party to the Director Agreement and the associated Director Fee shall be shared among the individual members of the Grand Prize Winning team.
    d. Prize component will also include a Rights Acquisition Fee to the Grand Prize Winner provided the Grand Prize Winner controls the Feature Rights (e.g., the Grand Prize Winner wrote the screenplay for the feature film and owns the copyright to such material), and agrees to transfer the Feature Rights to Sponsor, as provided in the Director Agreement. In the event more than one member of the Grand Prize Winning team controls the Feature Rights, the Rights Acquisition Fee shall be shared among the individual members of the Grand Prize Winning team. If the Feature Rights are controlled by a third party, Grand Prize Winner understands and agrees that the Grand Prize is contingent upon such third party transferring the Feature Rights to Sponsor, and in such event, Sponsor will pay such third party the Rights Acquisition Fee. If Sponsor is unable to obtain the Feature Rights (such as copyright rights to screenplay and any necessary underlying rights), the entire Grand Prize will be forfeited.
    e. Prize is non-transferable and not redeemable for cash, except as required by law or as stated in the Director Agreement. Sponsor may substitute prize components of equal or greater value if any prize component becomes unavailable.
    f. Grand Prize Winner hereby irrevocably assigns and transfers to the Sponsor, and agrees to execute and deliver, and to cause any contributors to execute and deliver, any further documents reasonably requested to effectuate, evidence, or confirm, the assignment of all such rights to the Sponsor, including

any intellectual property rights and moral rights waivers to the fullest extent permitted by law. The sole and exclusive consideration to Grand Prize Winner (in addition to any stated prize) shall be contingent participation equal to a percentage of net profits derived by Sponsor, as outlined in the Director Agreement described in Rule 11. Entrant acknowledges that (i) no participation shall be due unless and until net profits are realized by Sponsor; (ii) no partnership, joint venture, or fiduciary relationship is created; and (iii) Sponsor shall have sole, unfettered discretion over all creative, financial, and exploitation decisions relating to the film.

9. Confidentiality. Entrants are strictly prohibited from disclosing, publishing, posting, or otherwise discussing any **non-public aspect** of the Competition, including without limitation status, communications with Sponsor, judging processes, contracts, or any purported results, in any public forum (including social media, blogs, online communities, press, or public statements) if and until such aspects are publicly announced by Sponsor. Any breach of this provision may, in Sponsor's sole discretion, result in disqualification, forfeiture of any prize, and/or other remedies available under these Official Rules and applicable laws. For clarity, this restriction does not prohibit private communications with the entrant's legal or tax advisors, provided such advisors agree to maintain confidentiality. Notwithstanding anything to the contrary in this Rule 9, an Entrant may disclose in any public forum the fact that the Entrant has entered the Competition, may publicize their Entry, and may reference Sponsor and the Competition by name and tag Sponsor's official accounts, provided that Entrant does not suggest any endorsement, affiliation, or sponsorship beyond Entrant's participation in the Competition and removes such tags upon request.

10. Taxes and Reporting. Grand Prize Winner is solely responsible for all taxes associated with the Prize. Sponsor may issue IRS Form 1099-MISC for the fair market value of the Prize. Grand Prize Winner should consult tax advisors.

11. Director Agreement; Chain-Of-Title; Credit; Distribution
    a. As a condition of receiving the Grand Prize, Grand Prize Winner must execute Sponsor's Director Agreement and related documents, which will govern development and production of the feature film derived from the submitted short.
    b. As a condition of receiving the Grand Prize, Grand Prize Winner's Entry and prospective feature film, including the submitted script, must also undergo a chain-of-title review and all rights necessary to produce and exploit the feature film, including underlying materials, (together, the "Feature Rights") must be cleared/secured to Sponsor's satisfaction, including, if necessary, the execution of any third-party agreements, which may include the option, purchase, assignment, or license of the Feature Rights to Sponsor.
    c. Credit, compensation, backend, profit participation, and other terms will be set forth in the Director Agreement.
    d. If Grand Prize Winner fails to cooperate or execute the Director Agreement within 20 days of receipt, Sponsor may disqualify Grand Prize Winner and, in its sole discretion, select an alternate.

12. Intellectual Property; Licenses
    a. Entrants retain ownership of their Short Film, subject to licenses granted herein and in subsequent agreements.
    b. By entering, Entrants grant Sponsor and its designees a non-exclusive, worldwide, royalty-free license to use, reproduce, display, perform, adapt, modify for formatting, transmit, and distribute the Short Film, all submissions, and related materials (title, logline, synopsis, stills, name, likeness, and biographical information, Vision Videos) for purposes of administering, evaluating, publicizing, and promoting the Competition, including future iterations of the Competition, and other marketing initiatives of Sponsor, including in connection with audience voting, event exhibitions, and social media, in all media now known or later developed.
    c. Entrants agree that if selected as Grand Prize Winner, the Feature Rights will be governed by the Director Agreement, which may include option, purchase, assignment, or license of the Feature Rights to Sponsor. If the Entrant does not directly control the Feature Rights, the Feature Rights must be secured as required under Rule 11. Within the Grand Prize is an allocation of $25,000 for the acquisition of the Feature Rights (the "Rights Acquisition Fee"), whether from the Grand Prize Winner or a third-party. If an Entrant cannot secure the Feature Rights to Sponsor's satisfaction for an amount equal to or less than the Rights Acquisitions Fee, the Entrant may be disqualified. For the avoidance of doubt, the Rights Acquisition Fee is separate and distinct from the Director Fee.

13. Participant Responsibilities

a. If advanced, Entrants must timely submit required materials, which may include: Vision Videos; feature-length script; production assumptions; clearances; signed agreements; and attendance at meetings, pitches, notes sessions, and events, whether in-person or virtual, as reasonably requested.
b. Entrants are responsible for securing all rights, permissions, and releases (including cast, crew, locations, and music), and for union/guild compliance, if applicable, for their Entry.
c. Entrants must not defame or infringe the rights of any person or entity and must comply with all applicable laws and regulations.

14. Publicity Release. By participating, Entrants consent to the use of their name, likeness, voice, biographical information, and entry materials by Sponsor and its designees for advertising, publicity, and promotional purposes related to the Competition and Sponsor's business, in any media, without further notice or compensation, unless prohibited by law.

15. Disqualification; Right to Modify or Cancel
    a. Sponsor reserves the right to disqualify any Entrant who fails to meet requirements, whose links to their Short Film or Vision Video become inaccessible, who tampers with the entry or voting process, violates these Rules, or acts in an unsportsmanlike or disruptive manner.
    b. If the Competition cannot be conducted as planned for any reason, Sponsor may modify, suspend, or cancel the Competition, or select round winners, and Grand Prize Winner from eligible Entries received up to the date of termination, as permitted by law.

16. Limitations of Liability; Release; Indemnity
    a. By participating in the Competition, you agree (and agree to confirm in writing): (i) to the maximum extent permitted by law, that all causes of action arising out of or connected with the Competition, or any prize awarded, shall be resolved individually, without resort to any form of class action; (ii) to release, defend, indemnify and hold harmless Sponsor, Administrator, prize providers, judges, and their respective parents, subsidiaries, affiliates, and their officers, directors, employees, and agents, and anyone involved in the production or development of this Competition, (the "Released Parties") from and against any liability, loss, claim or cause of action whatsoever related to your participation, including, but not limited to, personal injury, death, or damage to or loss of property arising out of participation in the Competition or Competition-related activity, the acceptance, possession, use, inability to use, or misuse of any prize received in the Competition, or the use of any Entry or submission in the Competition (including, but not limited to, claims regarding unauthorized or unlawful use of third-party intellectual property in your Entry); and (iii) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter or vote, as applicable, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU. FOR CALIFORNIA ENTRANTS: EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE RELEASED PARTIES. SECTION 1542 READS AS FOLLOWS: "CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY".

    b. To the fullest extent permitted by applicable law, Released Parties are not responsible for: (i) electronic or digital transmissions, Entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, not delivered, or not received by Sponsor or Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, Entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to Entrants' or any person's computer; (vi) causes beyond Released Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of any Competition; (vii) incorrect or inaccurate Entry information whether caused by Entrants or by any of the equipment or programming associated with or utilized in the Competition; (viii) any typographical or other error in the printing or advertising related to the Competition, in the administration or execution of the Competition, or in the announcement/notification of round or Grand Prize Winners; (ix) any human, or other error, which

may occur in the promotion, administration, or execution of the Competition; or (x) cheating or fraud by any participant. 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 time permitting.

17. Privacy. Personal information collected will be used in accordance with Sponsor's Privacy Policy (https://intensionfilms.com/privacy-policy/). By entering, Entrants consent to such processing and to cross-border transfers as applicable.

18. **BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**. Except where prohibited by law, as a condition of participating in this Competition, you agree as follows (the "**Arbitration Agreement**"):

    a. **Binding Arbitration Agreement**. Except as otherwise stated below, any and all legal issues, claims or disputes arising out of or connected or related in any way to the Competition, including but not limited to your entry in the Competition, participation in any Competition-related activities, and any prize offered or awarded, shall be resolved through final, binding arbitration. Except as otherwise stated below, you specifically agree that, except as otherwise provided herein, your participation in the Competition waives (i) all rights to bring a lawsuit based on such claim(s) or dispute(s), (ii) any right to have such lawsuit resolved by a judge or a jury, (iii) any right to punitive, incidental or consequential damages, and (iv) any right to bring a claim by class action.

    This Arbitration Agreement shall be governed by the Federal Arbitration Act, (9 U.S.C. § 1 et seq.). Any arbitration will be commenced and administered by JAMS under the rules of JAMS, including JAMS Consumer Arbitration Minimum Standards. If JAMS' criteria are met by the nature of the dispute, you agree that the arbitration shall be conducted under JAMS Streamlined Arbitration Rules & Procedures. Judgment upon any arbitration award may be entered in any court of competent jurisdiction.

    Each party will pay the fees for his/her or its own attorneys. If you are unable to pay JAMS' filing fees, Sponsor will pay all arbitration filing fees. If JAMS is unavailable, unwilling, or otherwise unable to administer an arbitration in accordance with these rules, then you agree that the dispute will be resolved by another arbitration administrator, to be selected by agreement of the parties.

    The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, except that this sentence shall not apply to the Class Action Waiver provisions described below. The arbitrator will render a decision in writing. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. This Arbitration Agreement will survive the termination of the Competition.

    b. **Damages Waiver: You shall not be permitted to obtain awards, and you hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses incurred to participate in this Competition. You further waive all rights to have damages multiplied or increased**.

    c. **Excluded Disputes**. Notwithstanding the binding arbitration requirement set forth in this section, you may bring qualifying claims in small claims court so long as the matter remains in such court and advances only on an individual, non-class, non-representative basis, and any such claims shall be limited to the maximum allowed amount in such small claims court and shall be subject to the Damages Waiver set forth above. You may also have the right to seek injunctive relief in a court of law, but you hereby agree that any lawsuit must be brought in a federal or state court located within Utah and you irrevocably consent to the exclusive jurisdiction of such courts.

    d. **Class Action Waiver**. To fullest extent permitted by applicable law, you agree to bring any claim or dispute, whether in arbitration, or court as permitted by these terms, ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION. There shall be no right or authority for any claim or dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). The arbitration will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity. Regardless of anything else in this Arbitration Agreement and/or the applicable JAMS rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator. This Class-Action Waiver will survive the termination of the Competition.

e. **One-Year Time Limit to Raise Disputes or Claims**. You agree that any dispute, claim, arbitration or action regardless of form, that may arise out of or related to the Competition, must be filed within ONE (1) YEAR of the omission, event or occurrence giving rise to the dispute, claim(s) or action. After the expiration of the one-year period, such dispute, claim(s) or action will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or pursuant to law or statute.

f. **Waiver of Jury Trial**. WE BOTH HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, except as provided herein. The parties are instead mutually electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

g. **Location of Arbitration**. Any arbitration must be brought in Utah, but you may choose to have the arbitration conducted by video conference technology such as zoom, or based on written submissions, and we consent to such a process.

h. In the event a court or arbitrator determines that any provision of this Arbitration Agreement is unenforceable, the parties agree that such determination shall not affect the validity of any other provisions of this Arbitration Agreement.

19. **Severability & Conflicts**: The invalidity, unenforceability, or illegality of any provision of the Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, the Rules shall remain in effect and shall be construed in accordance with their terms as if the invalid, unenforceable, or illegal provision were not contained herein. Competition Parties' failure to enforce any term of the Rules shall not constitute a waiver of that provision. In the event there is a conflict between these Rules and any other communication, publication, or promotional materials relating to the Competition, these Rules shall govern and control.

20. Grand Prize Winners List; Rules Requests
    a. For the Grand Prize Winner's name and a list of round winners, send a self-addressed stamped envelope to Short Cut Winners List, PO Box 38, Marblehead MA 01945 within sixty (60) days after the end of the Competition, or visit the Competition website.
    b. For a copy of these Official Rules, visit the Competition website.

21. Sponsor Disclosures. Any reference to third parties is for identification only and does not imply sponsorship or endorsement unless expressly stated by such third parties.

22. California Notice. If you are a California resident, the arbitration and class waiver provisions above apply to the fullest extent permitted by California law. California residents may reach Sponsor at shortcut@email-hub.com for questions or complaints. If not resolved, you may contact the Consumer Assistance Program of the California Department of Consumer Affairs, 1625 North Market Blvd., Sacramento, CA 95834 or at www.dca.ca.gov.

23. Acceptance of Rules. Participation in this Competition in any manner constitutes your full and unconditional agreement to these Official Rules and Sponsor's and judges' decisions, which are final and binding in all matters related to the Competition. If you do not agree to these Rules, do not enter or participate. Notwithstanding these foregoing rules, Sponsor reserves the right, in its sole discretion and at any time and for any reason or no reason, to disqualify, suspend, or terminate the participation of any entrant or voter, and/or to terminate, modify, or suspend the entrant's or voter's continued involvement in the Competition, including without limitation revoking eligibility, removing submissions, and denying or cancelling the award of any prize not yet delivered. Sponsor's decisions are final and binding with respect to all aspects of the Competition and are not subject to appeal or review. You acknowledge that participation is at Sponsor's discretion and that Sponsor may exercise these rights without prior notice and without liability of any kind to the affected entrant or to any other party.