

OFFICIAL RULES
2022 DR PEPPER 23/XI SPEED INSTITUTE TUITION GIVEAWAY

INTERNET AND EMAIL ACCOUNT REQUIRED. NO PURCHASE NECESSARY. VOID IN PUERTO RICO AND WHERE PROHIBITED. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. PROMOTION GOVERNED BY THE LAWS OF TEXAS. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY.

ELIGIBLE MINORS SHOULD OBTAIN PERMISSION FROM THEIR PARENTS OR LEGAL GUARDIANS PRIOR TO PARTICIPATING IN THIS PROMOTION.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

ELIGIBILITY: You must be a U.S. legal resident of an Eligible State and within the Age Eligibility below. You are not eligible if you or a member of your immediate family or household (whether or not related) is an (A) employee, officer, or director of any Promotion Party, or (B) owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

“Immediate family” means spouses, parents, children, siblings, and step-parents/children/siblings, whether or not living at the same residence.

“Promotion Parties” means Sponsor, its bottlers or distributors, Administrators, their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms, and other parties engaged in the promotion, administration, or execution of the Promotion, and all of their employees, officers, directors, and agents.

Promotion: 2022 Dr Pepper/23XI SPEED Institute Tuition Giveaway
Sponsor: Dr Pepper/Seven Up, Inc., 6425 Hall of Fame Lane, Frisco, TX 75034

ADMINISTRATORS:

Administrator: Innovative Processing, Inc. PO Box 240, Clear Lake, MN 55319
Website Administration: 2311 Racing, LLC, 218 Raceway Drive, Mooresville, NC 28117
Scholarship Administrator: Scholarship America, Scholarship Management Services, One Scholarship Way, St. Peter, MN 56082
Internship Administrator: 2311 Racing, LLC, 218 Raceway Drive, Mooresville, NC 28117 (“23XI Racing”)

Age Eligibility: Must be at least **18 but no older than 24** on 4/3/22

ADDRESSES:

Website: <https://23XIspeedinstitute.com/drpepper>
Winners List Address: 2022 Dr Pepper/23XI Contest, PO Box 240, Dept. XI, Clear Lake, MN 55319

DATES:

Start Date: 8:00 AM Pacific Time (PT) April 3, 2022
End Date: 11:59 AM PT May 13, 2022
Winners List Request Deadline: June 30, 2022
Promotion Period: Start Date through End Date
Tuition Video Submission Deadline: 11:59 AM PT May 13, 2022

23 GRAND PRIZES: One (1) \$5,000 College Tuition Award (ARV \$5,000)

FURTHER PRIZE DESCRIPTION/TERMS:

From the 23 winning videos selected two (2) entrants may be selected by 23XI Racing and offered an opportunity to be an intern for 23XI Racing sometime during 2023 ("Internship"). The Internships shall at all times be subject to the 23XI Racing Terms and Conditions set forth below in these rules.

HOW TO ENTER:

ONLINE ENTRY: Briefly describe your goal (under 50 characters) – how will you change the world (the "Goal")? From here, elaborate on your Goal with more details using 300 characters or less. Finally, you will upload a video that focuses on how winning this tuition will impact your life, shows your personality, and elaborates on your academic and professional goals (the "Video"). Videos must be submitted by the Tuition Video Submission Date. Sponsor will then select 23 tuition award winners based on the Videos submitted.

You can also nominate someone else who meets the Eligibility requirements above by filling in the person's name, email address, and an optional personal message. The nominated person will then complete the application process on their own.

By participating, you warrant and represent that the Goal does not violate any federal, state, or local laws or ordinances. You further warrant and represent that (1) Sponsor and its designees shall own the Goal; (2) that by entering (directly or by being nominated by someone else) you irrevocably assign to Sponsor and its designees any and all rights, title, and interest in the Goal including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual right worldwide to edit, adapt, modify, publish, exploit, and use the Goal in any way and in any media for trade, advertising, promotional, and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification, or permission of entrants, winners, or any third parties. A Goal posted deemed having an inappropriate profile image could result in disqualification.

VIDEOS:

All Videos must be:

1. In one of the following video types: .avi, .mov, .mpg, .mp4, mpeg, or .wmv
2. No more than one (1) minute in length and 50 megabytes in size
3. Your original creation
4. Suitable for publication
5. Submitted in English

Videos must not:

1. Have won previous awards
2. Have been previously published
3. Infringe on any third-party rights

Videos that are deemed by any judge in his or her sole discretion to be immoral, obscene, profane; sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional, or age group; profane or pornographic; contain nudity; promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promote any activities that may appear unsafe or dangerous; promote any particular political agenda or message; are obscene or offensive; endorse any form of hate or hate group; appear to duplicate any other submitted entries; defame, misrepresent, or contain disparaging remarks about other people or companies; contain trademarks, logos, or trade dress owned by others, without permission (except for the nonexclusive use of the DR PEPPER trademarks, logos, and/or trade dress for the Videos only that Sponsor grants to all entrants solely for the purpose of the Promotion); contain any personal identification, such as full personal names, email addresses, or street addresses; contain copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media); violate any law, or are not in keeping with Sponsor's image, or are in violation of these Official Rules may be disqualified. Entries that appear to duplicate any other submitted entries will be void, and only the first entry submitted (based on time/date) will be included in the Contest. All Videos become the property of the Sponsor and will not be returned. Videos will be judged on:

1. How you want to make an impact with your degree/education
2. Inclusion of Dr Pepper (not mandatory, but recommended)
3. Impact of tuition prize on your life, in your community, or the world
4. Overall presentation quality

By participating, you warrant and represent that your Video does not violate any federal, state, or local laws or ordinances. You further warrant and represent that (1) Sponsor and its designees shall own the Video (and all material embodied therein); (2) that by entering, the entrant irrevocably assigns to Sponsor and its designees any and all rights, title, and interest in the Video including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual right worldwide to edit, adapt, modify, publish, exploit, and use the Video in any way and in any media for trade, advertising, promotional, and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification, or permission of entrants, winners, or any third parties.

ENTRY LIMITS: Goals must be received by the Entry Deadline. Limit one (1) Goal per person. You may not use more than one (1) name or residential or email address. Once a Video is submitted, the Video cannot be replaced or altered. Only one Video, one time, per person.

NOTIFICATION: Winners will be notified via the site, email, phone, or mail. After a reasonable number of attempts during a day (determined by Sponsor or Administrator), if contact is not made with winner or you do not claim the prize within period specified, the prize may be forfeited. Winner and, if applicable, winner's guest(s) may be required to sign an affidavit of eligibility and release of publicity/liability within the time Sponsor or Administrator specifies or prize may be forfeited. Affidavit may be scanned and emailed or faxed to the number provided by Sponsor or Administrator. Original signed affidavit must be returned by mail to address provided by Sponsor or Administrator.

CONTESTANT WINNERS RIGHTS OF USAGE: Sponsor reserves the right to document and track how tuition funds are being used for the Grand Prize Winners up through **December 31, 2026**. By accepting a prize, you agree to notify Sponsor of any changes to your contact information and provide updated information describing how the tuition prize is being used. Sponsor and 23XI Racing will have the right to include your name, nicknames, image, likeness, voice, signature facsimile, pictures, biographical information, or statements in any of Advertising Materials produced as a result of your participation in the Tuition Giveaway, and you hereby grant to Sponsor and 23XI Racing a license under any right that you have, including any intellectual property right or right of publicity, to make, distribute and use Advertising Materials. "Advertising Materials" shall include television and radio commercials, and any type of print and/or promotional materials including without limitation print advertisements, publicity, posters, displays, any type of point of sale materials, packaging, social media, historical materials and internet materials and content. Sponsor shall be under no obligation to make or use any Advertising Materials.

GRAND PRIZE TUITION/EDUCATIONAL GRANTS: \$5,000 (five thousand dollars) tuition/educational grant payable as follows:

- (a) as tuition to cover college or postsecondary vocational institution tuition, fees, books, supplies, equipment, related educational expenses, and on-campus room and board to be awarded in the form of a check distributed to the school (eligible under Title IV of the Higher Education Act of 1965 as amended) and located in the United States on behalf of the Winner or Winner's designee, who must be at least 17 years of age ("**Designee**"); or
- (b) To pay off student loans incurred for eligible costs in (a) above in the form of a check distributed to the lending institution on behalf of the Winner or Winner's Designee; or
- (c) A combination of (a) and (b) above in an amount not to exceed the prize amount.

All tuition/educational awards will be administered by Scholarship Management Services, a division of Scholarship America, and are subject to the following and all other terms of these Official Rules. Awards are to be used for postsecondary education expenses at an accredited two- or four-year college, technical school, vocational school, or master or doctorate degree program in the United States. Awards may be used to pay current educational expenses, student loans incurred in a previous academic year, or a combination of both. Checks for the full amount will be sent to the institution designated by the Winners. Payments applied to educational loans will be payable to the loan servicing company for the student. (Award may be considered taxable and Form 1099-Miscellaneous Income will be issued.)

Awards may be used for current educational expenses until the expiration date of December 31, 2023 (the "Expiration Date") or until a degree is earned, whichever occurs first. Following completion of a degree program, the Winner may opt to continue to pursue another degree level until the award expires or use toward existing education loans. At the request of the recipient (i.e., the initial tuition award winner), he/she may designate that the tuition award proceeds be held at Scholarship Management Services on account for another person (Designee) to be used for eligible education purposes as provided herein.

Upon notification as an initial winner, the initial winner must notify Scholarship Management Services of his/her intent to gift the award proceeds to the Designee. Scholarship Management Services will set aside the funds until such time as the Designee notifies Scholarship Management Services that he/she is ready to use the funds for eligible education-related expenses. The tuition award proceeds shall be transferred one (1) time only. The initial tuition award winner must supply the following identifying information about the Designee: name, address, phone number, date of birth, relationship, and postsecondary school information (if known at such time). Scholarship Management Services shall not transfer the tuition award proceeds to the Designee until such time as the identifying information is verified by the Designee and to the satisfaction of Scholarship Management Services. The initial tuition award winner shall be responsible for completing and filing the required Gift Tax Forms with the Internal Revenue Service. There may be a tax liability to the winner and the winner should consult with a tax expert before making this decision. An IRS Form 1099 will be issued to the winner. Any tax liability will be the responsibility of the winner. Designees must be at least 17 years of age or older. Any designation shall have no effect on any offer of internships by 23XI Racing.

ANY FUNDS NOT USED BY THE EXPIRATION DATE WILL BE FORFEITED AND RETURNED TO SPONSOR.

THE FOLLOWING TERMS ARE PART OF THE FULL OFFICIAL RULES.

GENERAL: By participating, you agree to abide by the Rules and all decisions of Sponsor and its judges and administrators, which are final and binding in all respects. Non-compliance may result in disqualification. You are not a winner unless and until you have fully complied with the Rules and all award processes have been completed (including affidavits and any verifications required by Sponsor). All entries must use your actual name and residential address (as on your driver's license or government ID), no P.O. boxes. Documents must be signed by parent/legal guardian of a minor. Entries become Sponsor's property and will not be returned. Winners may not substitute, transfer, or redeem for cash all or any part of prize. If, for any reason, a prize cannot be awarded or winner is not capable of redeeming, Sponsor is not obligated to award it and reserves the right, in its sole discretion, whether or not to substitute the prize (or portion of prize) with a prize of comparable or greater value or cash value or select an alternate winner for forfeited prizes. If, for any reason, more prizes are available or claimed than the stated number, Sponsor reserves the right to randomly draw winners from eligible claimants. Winners are solely responsible for all taxes, if any, on prizes and may be required to provide a W9 form to Sponsor or Administrator for any prizes valued at \$600 or more. Winners are responsible for any expense or item not specifically awarded in the Rules.

USE OF NAME/LIKENESS: By accepting a prize, you grant Sponsor (its designees and 23XI Racing) the right to use your name and/or likeness for advertising purposes in any medium, without further compensation, except as prohibited by law.

ACCOUNT HOLDER: If disputed, entry will be deemed made by the natural person who is assigned to the account by the applicable provider or organization that assigns the phone, email, or other account number.

LIMITATIONS: Neither Sponsor nor any other Promotion Party is responsible for any:

- Lost, late, damaged, incomplete, illegible, misdirected, undeliverable, or postage-due mail;
- Email, network, electronic, software, equipment, service, processing, accessibility, or other errors, failures, or issues;
- Unauthorized access, tampering, hacking, theft, or destruction; or
- Other technical or human error related to the promotion, execution, or administration of the Promotion.

VIOLATIONS: Sponsor and 23XI Racing may, exercising their individual sole determination, disqualify anyone it believes has not complied with the Rules, may be tampering or acting in a non-sportsmanlike, disruptive, abusive, harassing, or threatening manner.

CAUTION: ATTEMPTS TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CIVIL AND CRIMINAL LAWS AND SPONSOR MAY SEEK REMEDIES TO THE FULLEST EXTENT UNDER LAW.

CHANGES: Sponsor may, in its sole determination, cancel or modify any aspect of the Promotion or Rules for any reason which Sponsor, in its sole opinion, deems affects the promotion, execution, or administration of the Promotion (whether tampering, technical or human error, application of new or existing laws/regulations, or other issues).

RULES INTERPRETATION: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's or Administrator's failure to enforce any term of these Official

Rules does not constitute a waiver of that provision. By entering this Promotion, you waive any right to claim ambiguity in these Official Rules.

LIABILITY RELEASE: BY PARTICIPATING, YOU RELEASE AND AGREE THAT NONE OF SPONSOR, ANY PROMOTION PARTY OR 23XI RACING WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES, AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, COUNSEL FEES, AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION, OR ADMINISTRATION OF THE PROMOTION (OR YOUR PARTICIPATION);
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEBSITE RELATED TO THE PROMOTION OR MATERIALS ON THEM;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE;
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY;
- USE OF YOUR NAME, LIKENESS, IMAGE OR VOICE IN ANY MANNER; OR
- ANY INTERNSHIP OR YOUR PARTICIPATION AS AN INTERN.

INDEMNITY: By participating, you further agree to indemnify and hold harmless the Promotion Parties, 23XI Racing and their respective agents, representatives, officers, directors, shareholders, and employees from and against any injuries, losses, damages, claims, actions, and liability of any kind resulting from or in connection with the Promotion, the Prizes or any Internship to the fullest extent allowed under applicable law.

NO WARRANTY: ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

DISPUTES: IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN COLLIN COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT-OF-POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS, OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

USE OF DATA: All information submitted by you will be treated according to Sponsor's Privacy Policy and the data use practices of 23XI Racing. By participating in the Promotion and providing any applicable contact information, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's Privacy Policy available at <https://www.keurig.com/content/privacy-policy> and 23XI Racing's privacy policy set forth at 23xiracing.com/privacy-policy.

ADMINISTRATION: Administrator is responsible for the processing of entries and administration of the Promotion. Contact Administrator at its above address with any questions, comments, or problems.

FOR A WINNERS LIST: Mail a self-addressed stamped envelope to Winners List Address above by the Winners List Request Deadline. List will be sent once all prizes awarded.

THIS PROMOTION IS NOT SPONSORED OR ADMINISTERED BY FACEBOOK, INSTAGRAM, OR TWITTER. THESE SOCIAL MEDIA SITES MAY BE USED TO ADVERTISE THE PROMOTION ONLY.

23XI Racing Terms and Conditions

In addition to the foregoing, the following terms and condition apply to 23XI Racing's participation in the Promotion, including without limitation its consideration, selection and provision of the Internship:

1. Any internship offers will be extended at 23XI Racing's sole discretion and grand prize winners are not guaranteed a 23XI Racing internship.
2. There is no estimated retail value associated with an internship with 23XI Racing.
3. It is understood that any internship will be temporary, and 23XI Racing will be under no obligation to continue the internship or make any offer of permanent employment following the last day of any such internship.
4. Any internship will be a training experience and interns will be required to enter into an Internship Agreement with 23XI Racing that sets forth the terms and conditions of the internship, including but not limited to duration and duties.
5. Any internship will be conditioned upon the intern's agreement to comply with 23XI Racing policies and procedures.
6. Travel to (including airfare) the internship location and lodging during the internship program are not included.
7. 23XI Racing reserves the right to modify the internship program, including dates and duration, in its sole discretion.

ABBREVIATED RULES

Online/Print

NO PURCHASE NECESSARY. INTERNET, EMAIL REQUIRED. Must be U.S. legal resident. Go to <https://23XIspeedinstitute.com/drpepper> to enter/upload goal/rules/details. Subject to full Official Rules. Void where prohibited. **Must be 18-24 by 4/3/22. Goals must be uploaded by and Promotion ends 5/13/22. ANY FUNDS NOT USED BY DECEMBER 31, 2023 WILL BE FORFEITED AND RETURNED TO SPONSOR.**

DR PEPPER is a registered trademark of Dr Pepper/Seven Up, Inc. © 2022 Dr Pepper/Seven Up, Inc.

AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY

STATE OF _____

COUNTY OF _____

I, _____, hereby duly sworn say:

I am an adult, ____ years of age. I reside

at _____
(Residential Street Address - city, state and zip - no PO Box will be accepted)

My phone numbers are: Home: (____) _____ Cell: (____) _____

Work: (____) _____ Fax: (____) _____

My Email Address is: _____.

My place of employment is: _____.

Promotion: 2022 Dr Pepper/23XI SPEED Institute Tuition Giveaway
Sponsor: Dr Pepper/Seven Up, Inc., 6425 Hall of Fame Lane, Frisco, TX 75034

ADMINISTRATORS:

Administrator: Innovative Processing, Inc. PO Box 240, Clear Lake, MN 55319

Website Administration: 2311 Racing, LLC, 218 Raceway Drive, Mooresville, NC 28117

Scholarship Administrator: Scholarship America, Scholarship Management Services, Attn: Dr Pepper Tuition Giveaway, One Scholarship Way, St. Peter, MN 56082

Internship Administrator: 2311 Racing, LLC, 218 Raceway Drive, Mooresville, NC 28117

Age Eligibility: Must be at least **18 but no older than 24** on 4/3/22

Approximate Retail Value of Prize: \$5,000

I am submitting this Affidavit/Release for forwarding to Sponsor with the understanding that it will be relied on to confirm my eligibility in the Promotion.

I represent that I am a U.S. legal resident of an Eligible State and my age is within the Age Eligibility. I also represent that I am not nor are any member of my immediate family or household (whether or not related): (A) an employee, officer or director of any Promotion Party, or (B) an owner/operator or person responsible for purchasing or promotion decisions at retailers of Sponsor products.

“Immediate family” means spouses, parents, children, siblings and step-parents/children/siblings, whether or not living at the same residence.

“Promotion Part(ies)” means Sponsor, its bottlers or distributors, Administrator, their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, judging organizations, auditing or legal firms and other parties engaged in the promotion, administration or execution of the Promotion, and all of their employees, officers, directors and agents.

I confirm that:

- I have not used more than one name or residential or email address to enter.
- I completed my own entr(ies) and have not used any automated, form filling, programmed or similar service or system.
- I have entered using my actual name and residential address as on my driver's license or government ID.
- If I entered based on the nomination by someone else, I gave my permission to use my name and Goal to enter
- Neither I nor anyone in my household has won a prize (valued at \$600 or more) in the last 12 consecutive month period in any promotion sponsored by Sponsor or any of its affiliates.

By participating, I warrant and represent that my answer how I'll change the world ("Goal") and my video ("Video") do not violate any federal, state or local laws or ordinances. I further warrant and represent that (1) Sponsor & its designees shall own the Goal and Video (and all material embodied therein); (2) that by entering (directly or by being nominated by someone else), I irrevocably assign to Sponsor and its designees any and all rights, title and interest in the Goal and Video including but not limited to all intellectual property rights; and (3) that Sponsor and its designees shall have, without limitation, the perpetual, right worldwide to edit, adapt, modify, publish, exploit and use the Goal and Video in any way and in any media for trade, advertising, promotional and/or other purposes as Sponsor and/or its designees may determine without further consideration, notification or permission of entrants, winner or any third parties.

As provided in the Official Rules, I accept and agree to abide by the Official Rules, and acknowledge without limitation that any internship I receive is subject to the Official Rules, and all decisions of Sponsor, 23XI Racing, and its independent judging and administration organizations, which are final and legally binding in all respects.

I hereby agree to be solely responsible for all applicable federal, state, and local taxes, if any, on prize(s).

If the prize or prizes have an approximate retail value ("ARV") as listed above of \$600 or more, I have included a signed W9 form.

I also agree to be responsible for any other expenses not specified herein as being awarded.

I agree that the prize cannot be transferred and no substitutions will be made.

By accepting the prize, I give permission for Sponsor, 23XI Racing, and its designees to use my name and/or likeness for purposes of advertising and trade in any medium, including the Video I submitted and any video made by Sponsor or its designees of my notification that I am a potential winner or in connection with any competition and prize related activity, without further compensation, unless prohibited by law.

AS PROVIDED IN THE OFFICIAL RULES, I UNDERSTAND THAT ANY FUNDS NOT USED BY DECEMBER 31, 2023 WILL BE FORFEITED AND RETURNED TO SPONSOR.

LIABILITY RELEASE: BY PARTICIPATING, I RELEASE AND AGREE THAT NONE OF SPONSOR, ANY PROMOTION PARTY, OR 23XI RACING WILL BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITY OF ANY KIND (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM ANYTHING RELATING TO:

- PROMOTION, EXECUTION OR ADMINISTRATION OF THE PROMOTION (OR MY PARTICIPATION);
- CANCELLATION OR MODIFICATION OF ANY ASPECT OF THE PROMOTION;
- USE OF ANY WEB SITE RELATED TO THE PROMOTION OR MATERIALS ON THEM;
- ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF ANY PRIZE;
- PARTICIPATING IN OR TRAVELING TO ANY PROMOTION-RELATED ACTIVITY;
- USE OF MY NAME, LIKENESS, IMAGE OR VOICE IN ANY MANNER; OR
- ANY INTERNSHIP OR MY PARTICIPATION AS AN INTERN.

INDEMNITY: I further agree to indemnify and hold harmless the Promotion Parties, 23XI Racing and their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and liability of any kind resulting from or in connection with the Promotion, the Prizes or any Internship to the fullest extent allowed under applicable law.

NO WARRANTY: ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

SOME JURISDICTIONS MAY NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CHECK YOUR LOCAL LAWS.

DISPUTES: IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS WILL BE IN COLLIN COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

 (Signature of Prize Winner) (Date) Printed Name of Winner

NOTARIZE (and attach a copy of the Winner's Driver's License or other government identification)

There personally appeared before me _____ this ____ day of _____, 2022 and made oath that she/he had executed the foregoing Affidavit /Release as her/his free act and deed. I confirm that the actual name and residential address of the Winner at the top of this Affidavit/Release is the same as on his/her driver's license or other government identification.

 Notary Public for the State of _____
 My Commission Expires: _____

PARENT/GUARDIAN SIGNATURE For eligible Winner under the age of majority in his/her state of residency (under 21 if a MS resident, under 19 if an AL or NE resident, under 18 in all other states)

 (Signature of Parent/Guardian of Winner) (Date) Printed Name

NOTARIZE

There personally appeared before me _____ this ____ day of _____, 2022 and made oath that she/he had executed the foregoing Affidavit /Release as her/his free act and deed. I confirm that the actual name and residential address of the individual signing above is the same as they appear on his/her driver's license or other government identification.

 Notary Public for the State of _____
 My Commission Expires: _____