

MARGARITAVILLE USA PICKLEBALL NATIONALS

#TodayAtNationalsTrivia

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED. THIS GIVEAWAY IS NOT SPONSORED, ADMINISTERED, ENDORSED, OR AFFILIATED IN ANY WAY BY FACEBOOK®, TWITTER®, INSTAGRAM®, YOUTUBE®, OR ANY OTHER SOCIAL MEDIA OUTLET. THESE RULES CONTAIN A WAIVER OF JURY TRIAL, WAIVER OF CLASS ACTION AND MANDATORY ARBITRATION PROVISION.

ELIGIBILITY: Legal residents of the United States and Canada, 18 or older at the time of entering the Giveaway (as defined below), are eligible to enter. Except as provided below, each eligible person entering the Giveaway is an "Entrant." However, officers, directors, members, managers, partners, employees, agents, and representatives of MARGARITAVILLE USA NATIONAL CHAMPIONSHIPS ("Sponsor"), Desert Champions LLC ("Administrator"), the Daily Prize Sponsors (defined below) and any advertising or promotion agencies involved in this Giveaway (individually and collectively, the "Giveaway Parties"), and the Giveaway Parties' respective parent companies (if any), subsidiaries, affiliates, successors, assigns; and members of their immediate families (parents, siblings, children and spouses, regardless of where they live), and those persons living in the same household with such persons, whether related or not, are ineligible to enter. Winners will be required to sign an affidavit of eligibility, liability release and, unless prohibited by law, publicity release. The Margaritaville USA Pickleball National Championships #TodayAtNationalsTrivia series (the "Giveaway") is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. By participating in the Giveaway, you unconditionally accept and agree to comply with and abide by these Official Rules.

GIVEAWAY PERIOD: The Giveaway begins on 10/31/20 at 12:00 a.m. Pacific Time ("PT") and ends on 11/8/20 at 11:59:59 p.m. PT (the "Entry Period"). Administrator's database computer is the official time-keeping device for the Giveaway. Entrants are responsible for determining the corresponding time zone in their respective jurisdiction.

HOW TO ENTER: The Giveaway is conducted on nine consecutive days starting 10/31/20. Each day there will be a trivia question posted on the Facebook account listed below. Enter for that day's prize by submitting your answer via Facebook before 11:59:59 p.m. PT (the "Daily Deadline"). You may only enter once a day:

1. Visit @usapickleballnationals on Facebook, Follow and submit your answer to the daily trivia question via direct message. If your answer is correct and is received before the Daily Deadline, you have a chance to be selected as the random winner for that day.
2. There will be a separate prize package (each a "Daily Prize") for each day of the Giveaway. Each Daily Prize will be provided by a daily prize sponsor (a "Daily Prize Sponsor").
3. You may enter the Giveaway each day, but never more than once in any day.

WINNER SELECTION & NOTIFICATION: Each day the Administrator will randomly select one winner ("Winner") from all valid, eligible entries for that day. The Winner will be contacted after the conclusion of the Giveaway via the email address or other contact information furnished by Winner when completing the entry form. If requested, Winner shall provide Sponsor with valid identification and a valid taxpayer identification number or social security number as a condition of the Daily Prize being awarded. Winner will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and, where lawful, a Publicity Release within five (5) calendar days of notification. Failure to timely return the documents and/or requested information, or the return of any Daily Prize or Daily Prize notification as being undeliverable, or if Winner is determined by Administrator to be ineligible, that Winner will forfeit the Daily Prize and an alternate Winner may be selected and notified in the same manner as the original drawing from eligible entries. Three alternate drawings will be held, after which the Daily Prize will remain un-awarded. All decisions of Administrator are final. Odds of winning each Daily Prize are dependent upon number of eligible entries received. Void where prohibited or restricted by law. Entrants are only eligible to win one Daily Prize.

DAILY PRIZES/ODDS: ODDS OF WINNING A DAILY PRIZE DEPEND ON THE NUMBER OF CORRECT, ELIGIBLE ENTRIES RECEIVED. Winner will receive the Daily Prize for the day Winner's entry was selected. The Daily Prize is subject to availability and may be changed or modified at a Daily Prize Sponsor's sole discretion. Daily Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Income taxes on prizes are solely the responsibility of the Winner. The total retail value of each Daily Prize is approximately \$250.00. Actual value may vary based on factors beyond the control of Sponsor and/or the Daily Prize Sponsor.

DISCLAIMER: ALL DAILY PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

TAXES: The valuation of the Daily Prize stated above is based on reasonably available information provided to Sponsor. The value of any Daily Prize awarded to a Winner will be reported for tax purposes as required by law. Each Winner is solely responsible for reporting and paying any and all applicable taxes. Persons winning more than \$600 in Daily Prizes will receive an IRS form 1099-MISC at the end of the calendar year, and a copy of such form will be filed with the IRS.

PUBLICITY LICENSE: Except where prohibited by law, acceptance of a Daily Prize constitutes Winner's permission for Sponsor and the applicable Daily Prize Sponsor to use Winner's name, image, likeness, voice, biographical information and other personal attributes for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without compensation.

BACKGROUND CHECK: Administrator may conduct a background check to confirm any potential Winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate Winner. If the Daily Prize includes participation in any event(s), or publicity, or meeting with a celebrity, and if a potential Winner has engaged or does engage in any conduct that could damage the reputation or business of any of the Giveaway Parties, as determined by Administrator in its sole discretion, the Winner may be disqualified and the Daily Prize will be awarded to an alternate Winner. Each Winner must also comply with all requirements for proper and appropriate behavior during any Daily Prize-related activities or events, including but not limited to any meeting with any celebrity. Any inappropriate behavior, as determined by Administrator in its sole discretion, may result in the prohibition from attending or participating in, or removal from, any activity or event.

DISQUALIFICATION: Without limitation, an Entrant may be disqualified, at Administrator's sole discretion, if (i) Entrant has a pending arrest or conviction for a felony or misdemeanor involving moral turpitude, (ii) Entrant is subject to a restraining order; (iii) Entrant fails to satisfy the entry requirements; or (iv) Entrant violates or fails to comply with these Official Rules.

Sponsor and Administrator reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

ENTRANT IDENTITY: In the event of a dispute as to the identity of the Entrant, any online entry will be deemed submitted by the authorized account holder of the e-mail address from which it was sent, provided such account holder must still meet the eligibility requirements for the Giveaway. The authorized account holder shall be the natural person to whom the applicable e-mail address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

MODIFICATIONS: Sponsor reserves the right to modify, extend, suspend, or terminate the Giveaway, in whole or in part, if it determines, in its sole discretion, that the Giveaway is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Giveaway as contemplated herein. If the Giveaway is terminated before the designated end date, Sponsor will (if possible) select Winner(s) in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy in such circumstances.

LIMITATIONS OF LIABILITY & RELEASE: The Giveaway Parties (individually and collectively), Facebook, Inc., Twitter, Inc., Instagram, YouTube, and all other social media outlets, are not responsible for: (i) technical problems

or technical malfunction which may affect the operation of the Giveaway, including but not limited to any of the following occurrences: (a) hardware or software errors; (b) faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; (c) errors or limitations of any Internet service providers, servers, hosts or providers; (d) garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; (ii) lost, late, delayed or intercepted transmissions; (iii) inaccessibility of any website, in whole or in part for any reason, or traffic congestions on the Internet; (iv) unauthorized human or non-human intervention of the operation of the Giveaway, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; (v) destruction of any aspect of the Giveaway, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Giveaway; (vi) any typographical errors in the announcement of Daily Prizes or these Official Rules, or any inaccurate or incorrect data contained on the Site; (vii) any personal injury, or property damage or losses of any kind which may be sustained to any Entrant's or any other person's computer equipment resulting from participation in the Giveaway, use of any website or the download of any information from any website; (viii) any attempt by an Entrant or other individual to deliberately damage or undermine the legitimate operation of the Giveaway, including but not limited to any fraudulent claims, which may be a violation of criminal and civil laws, and/or (ix) lost, stolen, or destroyed passports, airline tickets, hotel reservation documents, or any other items or materials required to claim, use or benefit from the Daily Prize. ANY PERSON ATTEMPTING TO DEFRAUD SPONSOR OR ADMINISTRATOR OR IN ANY WAY TAMPER WITH, DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PROSECUTION.

The Giveaway Parties (individually and collectively), Facebook, Inc., Twitter, Inc., Instagram, YouTube and all other social media outlets on which the Giveaway is referenced, and each of the foregoing's respective parent companies (if any), subsidiaries, affiliates, successors, assigns; and each of the foregoing's respective past, present and future officers, directors, owners, shareholders, members, managers, partners, principals, employees, attorneys, agents and representatives (individually and collectively the "Released Parties") shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (i) by any wrongful, negligent, or unauthorized act or omission of any third party; or (ii) by any cause, condition, or event beyond the control of the Released Parties, including, without limitation, any act of God, war, terrorism, riot, hurricane or fire. BY ENTERING THE GIVEAWAY, ENTRANT IRREVOCABLY, FULLY AND UNCONDITIONALLY RELEASES, DISCHARGES AND HOLDS HARMLESS EACH RELEASED PARTY FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, ATTORNEY'S FEES, DAMAGES AND OTHER LIABILITIES ARISING OUT OF OR RELATING TO ENTRANT'S PARTICIPATION IN THIS GIVEAWAY AND GIVEAWAY-RELATED ACTIVITIES (SUCH AS ACCEPTANCE, POSSESSION, USE, NON-USE OR MISUSE OF ANY DAILY PRIZE), INCLUDING, WITHOUT LIMITATION BUT TO THE EXTENT PERMISSABLE BY APPLICABLE LAW, DEMANDS, CLAIMS AND CAUSES OF ACTION FOR CONTRACT, NEGLIGENCE, DAMAGES TO PROPERTY, BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF BUSINESS, LOSS OF CONSORTIUM, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES AND ALL OTHER FORMS OF CLAIMS, LIABILITIES AND DAMAGES. THIS IS A GENERAL RELEASE INTENDED TO BE CONSTRUED AS BROADLY AS PERMITTED BY APPLICABLE LAW.

By entering the Giveaway, you acknowledge that you are familiar with the provisions of California Civil Code Section 1452, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST BE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

By entering the Giveaway, Entrant (on his/her behalf and on behalf of his/her heirs, executors, administrators, personal representatives, and all other persons asserting rights of or acting on behalf of Entrant) hereby unconditionally waive and relinquish any right or benefit which you or such person(s) have or may have against the Giveaway Parties (individually and collectively, Facebook, Inc. and their respective parent companies (if any), subsidiaries, affiliates, successors, assigns; and each of their respective officers, directors, shareholders, members, managers, partners, employees, agents, and representatives, under Section 1542 of the Civil Code of the State of California, or under any similar statutory or common law of any other jurisdiction to the full extent that any such person may lawfully waive such rights and benefits pertaining to the releases set forth in these Official Rules, Terms of Use (<https://usapickleballnationalchampionships.com/>), and Privacy Policy (<https://usapickleballnationalchampionships.com/privacy-policy/>).

DISPUTE RESOLUTION: All disputes arising under or relating to the Giveaway and/or these Official Rules shall be governed by the laws of California, without regard for conflicts of laws principles. The courts situated in Riverside County, California shall have exclusive jurisdiction and venue over any claims arising out of or relating to the Giveaway and/or these Official Rules, and Giveaway irrevocably consents to such jurisdiction as a condition of entering the Giveaway. All disputes arising under or relating to the Giveaway and/or these Official Rules shall be submitted to and resolved by binding arbitration in Indian Wells, California. Any award shall be confirmed exclusively in the courts situated in Riverside County, California. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing.

WAIVER OF CLASS ACTION & WAIVER OF JURY TRIAL: ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. YOU MAY NOT JOIN OR CONSOLIDATE CLAIMS OR PARTIES IN ARBITRATION, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, AND YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO FILE ANY SUCH CLAIM OR PARTICIPATE IN ANY PROCEEDING IN ANY SUCH CAPACITY. YOU FURTHER HEREBY IRREVOCABLY WAIVE YOUR RIGHT TO A JURY TRIAL.

PRIVACY: Personally identifiable information that is submitted by entrants as part of this Giveaway (including without limitation name and e-mail address) will be used to administer the Giveaway, select Daily Prize winners and fulfill the Daily Prize, for Administrator and Sponsor's marketing purposes (including without limitation sending you e-mail newsletters), and will be treated in accordance with Administrator's privacy policy accessible on its website at <https://usapickleballnationalchampionships.com/privacy-policy>. If you would like to opt out of receiving e-mail newsletters from Administrator and Sponsor you can use the unsubscribe link in the email or follow the instructions in the privacy policy.

WINNER LIST: To obtain a copy of the Official Rules and Winners list, send a self-addressed stamped envelope (except for residents of Vermont, who do not have to provide postage) to the Margaritaville USA National Pickleball Championships, 78-200 Miles Avenue, Indian Wells, CA 92210. All such requests must be received within four (4) weeks after the end of the Giveaway. Each of the nine Winner's will be notified via the Administrator's Facebook Direct Message on November 9, November 10, and November 11, 2020.

SPONSOR: Margaritaville USA Pickleball National Championships 78-200 Miles Avenue, Indian Wells, CA 92210.

CANCELLATION: The Giveaway can be cancelled at any time for any reason.

ADMINISTRATOR: Desert Champions LLC.

CONTACTING ADMINISTRATOR: If you have any questions about this Giveaway, contact Desert Champions LLC at: Marketing@desertchampions.com.