

FINAL 8 May 2025

#### SciPlay Games, LLC

#### **Carnival Cruise Giveaway**

# OFFICIAL RULES

THESE OFFICIAL RULES ARE A CONTRACT. READ THEM CAREFULLY BEFORE ENTERING.

WITHOUT LIMITATION, THIS CONTRACT INCLUDES A RELEASE AND LICENSE FROM YOU, AND A LIMITATION OF CERTAIN OF YOUR RIGHTS AND REMEDIES, INCLUDING WAIVING YOUR ABILITY TO BRING A CLAIM IN A CLASS ACTION FORMAT AND AN AGREEMENT TO BINDING ARBITRATION TO RESOLVE DISPUTES.

NO PURCHASE NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED.

#### 1. Promotion and Sponsor

- 1.1 Participation in the SciPlay Games, LLC "Carnival Cruise Giveaway" promotion (the "Promotion") constitutes your full and unconditional agreement to these Official Rules.
- 1.2 The Promotion consists of two (2) methods of entry, as detailed in Rule 4, into a random drawing for prizes as detailed in Rules 6 and 7 (the "**Drawing**").
- 1.3 The first method of entry ("App Entry") involves downloading the "Bingo Showdown" app ("App") to the participant's device from the Apple Store or Google Play. A "user ID" ("User Number") must be created and the entry form completed. (There is no cost to download the App, but message and data rates from mobile play on the App may result from mobile device use at your carrier/plan rates) "App Entry").
- 1.4 The second method of entry ("**Alternative Entry**") involves submitting an email request for entry.
- 1.5 The Promotion is sponsored by SciPlay Games, LLC, a company registered in Nevada, USA, with a place of business at 6601 Bermuda Road, Las Vegas, Nevada 89119, USA ("Sponsor").
- 1.6 All decisions related to, and interpretation of these Official Rules by Sponsor are final and binding.
- 1.7 While this Promotion may be publicized on social media websites, such websites may not be affiliated with Sponsor or this Promotion.
- 1.8 This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, TikTok or any other third-party website or application that might host content where information about this Promotion is published (collectively "Content Hosts").

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- 1.9 Entrants to the Promotion provide information only to:
  - (a) Sponsor; and

(b) Carnival Corporation and plc, a company registered in Florida USA, with a place of business at 3655 NW 87<sup>th</sup> Ave, Miami, Florida, 3317, USA ("Prize Provider"); and not to Content Hosts.

# 2. <u>Promotion Period</u>

- 2.1 Entry into the Promotion begins at 20:00 p.m. Central Daylight Time ("CDT") on Wednesday 14 May 2025 and ends at 19:59 p.m. CDT on Monday 19 May 2025 (the "Promotion Period").
- 2.2 Only eligible entries received during the Promotion Period in accordance with one (1) of the entry methods detailed in Rule 4 will be included in the Drawing.
- 2.3 Sponsor is the official timekeeper of this Promotion, except for portions of the Promotion that are running on the App or through Sponsor's email, in which case Sponsor will be the timekeeper.

#### 3. Eligibility

- 3.1 The Promotion is open only to individuals that are legal residents of one (1) of the fifty (50) United States or the District of Columbia and are age twenty-one (21) years or older at time of entry.
- 3.2 In addition, to participate in this Promotion through the App, the participant must have a valid User Number and have opted in to the Promotion by completing the Promotion opt-in survey ("Entry Form") provided through participant's in-game pop-up. The Entry Form requires the participant to provide their:
  - (a) First and last name;
  - (b) Confirmation (via a tick-box) that player is aged twenty-one (21) years or older;
  - (c) Residential address;
  - (d) Email address (which must match the email address from which the email is submitted);
  - (e) Mobile phone number (optional);
  - (f) User Number and
  - (g) Agreement to these Official Rules and the Sponsor's privacy policy (a link to which is in Rule 13 below);

(the above shall be collectively referred to as the "Entry Form Information").

- 3.3 Employees or agents of Sponsor, Prize Provider or its parent or affiliate companies, vendors, suppliers, agencies, consultants, subcontractors or legal counsel, as well as the immediate family members (defined as spouse, parents, siblings and children; whether biological, adopted, step or in-law) and household members (whether related or not) of each of the foregoing ineligible parties, are not eligible. Only individuals and not entities are eligible to enter. Eligibility is contingent upon agreement to, compliance with, and fulfillment of all requirements of these Official Rules, and if playing on the App, with the requirements stated on the App (unless inconsistent with these Official Rules).
- 3.3 As used in these Official Rules, to "participate," (or variations thereof such as "participation" or "participating") means playing a Game on the App, or otherwise attempting to enter the Drawing through any method identified in Rule 4, below, regardless of whether such participation results in an entry in the Drawing and regardless of whether such participant

meets the eligibility requirements or not. Only participants who meet the eligibility requirements in this Rule 3, who complete an entry method as described in Rule 4, and who are otherwise in conformance with these Official Rules and Sponsor's decisions will be deemed "entrants" and obtain an entry or entries (as the case may be) into the Drawing.

### 4. How to Enter

- 4.1 There are two (2) methods of participating and obtaining entry(ies) into the Drawing.
- 4.2 For purposes of this Promotion, a "day" is the period starting at 12:00 a.m. CDT on a calendar date (other than the first day of the Promotion Period, when the day will start at 10:00 a.m. CDT) and ending at 11:59:59 CDT that same calendar date.

# 4.3 App Entry:

- (a) By visiting the App during the Promotion Period and completing a Promotion entry form, eligible participants may earn one (1) entry into the Drawing.
- (b) In addition to receiving an entry into the Drawing, if the participant is a first-time visitor to the App, when (s)he sets up a User Number (s)he will receive twenty thousand (20,000) tickets for in-App use only, and ten (10) of each of the seven (7) "power ups" ("App Welcome Bonus") to use on the App.
- (c) If a participant already has a User Number, (s)he will not receive App Welcome Bonus, but there are other ways to receive free tickets and to purchase tickets on the App to play Games.

# 4.4 <u>Alternative Entry Method</u>:

- (a) To enter without playing a Game on the App (but a User Number is required), eligible participants may submit an email to <u>promotiongiveaway@bingoshowdown.com</u> one (1) time per day during the Promotion Period ("Alternative Entry Request") providing the Entry Form Information and including the statement "By entering I agree I have read and agree to the Official Rules and the Sponsor's Privacy Policy". If any portion of the Entry Form Information is not included, the Alternative Entry Request will be disqualified and will not result in any entries into the Drawing.
- (b) Each eligible Alternative Entry Request will result in that entrant receiving the average number of entries earned that day on the App, as determined by Sponsor.
- (c) Participants may not use more than one (1) email address to submit Alternative Entry Requests in this Promotion and should not allow others to use their email address to submit Alternative Entry Requests into this Promotion as there is only one Alternative Entry Request allowed per day per person, per User Number, and per email address.
- (d) If more than one (1) Alternative Entry comes from the same person, User Number or email address on the same day, only the first request will result in entries. If Sponsor reasonably suspects that the same participant has submitted Alternative Entry Requests from multiple email addresses or under aliases, or otherwise fraudulently or in violation of these Official Rules, Sponsor may disqualify such participant without notice.
- 4.5 Each day of the Promotion, entrants may only earn entries into the Drawing from either the App Entry Method or the Alternate Entry Method, but not both. If an entrant participates in the Promotion and earns entries into the Drawing on the App Entry Method as well as through an Alternate Entry Request, that entrant will only receive the entries from the method that resulted in the greater number of entries, and the entries from the other source will be voided.

### 5. Conditions of Entry

- 5.1 Entries not legitimately submitted by an eligible entrant and obtained by Sponsor in accordance with these Official Rules are void. Only qualified entries from entrants received by Sponsor during the Promotion Period are eligible for the Drawing.
- 5.2 Entrants may be required to provide the Entry Form Information to be eligible for a Promotion Prize.
- 5.3 All requested Entry Form Information must be provided to Sponsor within the time frame requested by them for participation in the Promotion to result in entries in the Drawing or to be eligible to win a Prize.
- 5.4 Unintelligible entries; entries with incomplete, invalid or incorrect information; and entries that are counterfeit or tampered with in any way will be disqualified. Entries that are late, lost, damaged, incomplete, misdirected, stolen or not delivered will be disqualified.
- 5.5 Sponsor is not responsible if a potential winner does not receive a prize notification or Prize if incomplete, invalid or incorrect information was provided, or if such information changes after the time it was given.
- 5.6 Proof of Game play and/or sent Alternative Entry Request (such as a screenshot) does not constitute proof of entry or actual receipt of entry by Sponsor.
- 5.7 Entries become the property of Sponsor and may not be acknowledged or returned.
- 5.8 For participation to result in an entry, such participation must be completed by the eligible entrant identified in connection with such participation method. Participation by any other individual or entity, or originating at any other website or email address, including without limitation, commercial promotion entering and subscription notification service sites, is invalid and will be disqualified.
- 5.9 Any attempt by any entrant to obtain more than the allowed number of entries by using multiple email addresses, phone numbers, identities (including User Number), registrations or logins; entries through a sweepstakes club or similar entity; or any other unauthorized method of entry will void all that entrant's entries and that entrant will be disqualified from the entire Promotion.
- 5.10 Submitting mass entries or entries generated by an automated program, script or macro, or the use of any other similar device, program or method to enter this Promotion is prohibited and will result in disqualification.
- 5.11 In the event of a dispute as to the identity of a participant or entrant through the App, the authorized account holder of the User Number used to enter will be deemed to be entrant. A potential winner may be required to show proof of being the authorized account holder of the User Number. The "authorized account holder" of a User Number is the natural person assigned to that User Number by Sponsor.
- 5.12 In the event of a dispute as to the identity of a participant via the Alternative Entry Method, the authorized account holder of the email address used to submit the entry will be deemed to be the entrant. The authorized account holder of an email address is the natural person assigned to that email address by the internet service provider. If the identity of the individual who actually participated in the Promotion cannot be resolved to Sponsor's reasonable satisfaction, the affected individual's entry will be deemed ineligible.
- 5.13 Sponsor may, in its sole discretion, disqualify any individual it finds to be in violation of these Official Rules, tampering with the entry process or the operation of the Promotion (including without limitation, tampering with the Game, App, email addresses or phone numbers), or acting in a non-sportsmanlike or disruptive manner. Any attempt to undermine the operation

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of the Promotion may be a violation of criminal or civil law, and Sponsor may seek damages to the fullest extent permitted by law from any person it finds to have made such an attempt.

#### 6. Prizes

- 6.1 There are a total of fifty (50) prizes provided by Prize Provider to be awarded in the Promotion (each a "**Prize**").
- 6.2 Each Prize consists of a cruise voucher from Prize Provider ("Voucher"), as detailed below.
- 6.3 <u>Prizes (Fifty (50) available)</u>: A \$4,300 Voucher redeemable for a Prize Provider "Carnival Princess" cruise for two (2) people in one (1) balcony stateroom.
- 6.4 Voucher Terms and Conditions:
  - (a) VOUCHER EXPIRES SIX (6) MONTHS FROM "ISSUE DATE" LISTED ON THE VOUCHER and must be used on a sailing that departs and returns within eighteen (18) months of issue date.
  - (b) All cruises booked using the Voucher are subject to the terms and conditions as set forth on the Voucher for up to an eight (8) day sailing in a double occupancy stateroom of the type detailed for that Prize level.
  - (c) Cruise bookings are also subject to Prize Provider's cruise ticket contract found online via http://www.carnival.com/about-carnival/legal-notice/ticket-contract.aspx.
  - (d) Winner may choose from available cruises at time of booking.
  - (e) Winner is responsible for any cruise booking costs, fees, expenses or charges for bookings that exceed the value of the Voucher. Winner is also responsible for any additional charges that Winner or guests incur after booking, whether in advance of or during the cruise.
  - (f) Any portion of the Voucher that is unused at time of booking will be forfeited.
  - (g) Category restrictions and exclusions apply.
  - (h) Cruise availability is capacity controlled and Voucher is not combinable with any offer. Sponsor is not responsible for diminished availability if Winner chooses to book close to the expiration date of the Voucher.
  - (i) Recipient is responsible for all costs or expenses not specified as being covered herein, including those associated with airfare, ground transportation, current applicable fuel surcharge at time of booking, shipboard gratuities, excursion fees, select beverages and any other incidental costs or other expenses.
  - (j) Additional guests added to the stateroom will be subject to prevailing rates. Please note the booking window is subject to change.
  - (k) If the Voucher is not used by the expiration date stated above, then such Voucher shall expire, and recipient shall have no ability or right to use the Voucher.
  - (I) Voucher cannot be used on Alaska, Europe, Australia, Mardi Gras, Celebration, Jubilee or holiday sailings.
  - (m) Prize Provider reserves the right to ask recipient for alternate sailing dates if the dates they request are not available for this Voucher.
  - (n) Voucher is non-transferable, non-commissionable and cannot be substituted, sold, traded, refunded or redeemed for cash value. Prize Provider selects stateroom/cabin for the Voucher recipient.
  - (o) Cancellation penalties apply.

- (p) If the Voucher recipient cancels the cruise originally booked with this Voucher, the recipient can only rebook a new cruise using this Voucher if (i) the Voucher has not expired and (ii) the recipient can still sail within the listed cruise sailing window in such situation, the same terms provided above apply to the new booking. However, if the Voucher recipient cancels the cruise originally booked with this Voucher and the Voucher is expired at time of cancellation, becomes expired before use, or the recipient cannot sail on a cruise within the cruise sailing window, then the Voucher shall be expired, and void and the recipient shall lose any ability to use the Voucher or obtain the listed cruise.
- (q) Ships Registry: The Bahamas & Panama.
- 6.5 If winner utilizes the Voucher to book a cruise with a guest, guest must be twenty-one (21) years of age or older as of the date of departure unless the cruise guest is the child of the winner.
- 6.6 Minor guest must be accompanied at all times during cruise trip (including, but not limited to cruise activities, excursions and all other cruise-related events) by minor's parent or legal guardian. Winner and guest must cruise on same itinerary.
- Any guest of winner (or parent/legal guardian) that is booked using the Voucher must sign and return a publicity release before any ticketing for cruise occurs.
- 6.8 The winner and guest must have all necessary identification and/or cruise documents (including but not limited to a valid passport, visa (if applicable) and all other necessary travel documents) required for cruise.
- 6.9 Sponsor reserves the right to refuse to embark any winner or guest, at any time if, in the sole opinion of Sponsor, a winner or guest are unfit for any reason for the cruise.
- 6.10 Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any acts or omissions whatsoever by cruise operators or any other persons providing any Prize-related services or accommodations.
- 6.11 Winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.
- 6.12 Winner must accept Prize as stated by Sponsor or Prize may be forfeited. Total ARV of all Prizes is \$215,000
- 6.13 Vouchers are valid for one-time redemption only, and no compensation or substitution will be provided for any unused portion or other difference in Prize value. Sponsor is not responsible for any cancellations, delays, postponements, diversions, substitutions, or any other act, omission, or result thereof, caused by any third party.
- 6.14 All Prizes must be accepted as awarded without substitution and are not, in whole or in part, assignable, transferable or available for resale. Prizes have no cash surrender value, except where required by law. Sponsor has made no warranty, representation or guarantee, express or implied, in fact or in law, with respect to any Prize. This includes, without limitation, any warranty, representation or guarantee regarding any Prize's quality or fitness for a particular purpose. Prizes are subject to availability and Sponsor may substitute a Prize with another prize of equal or greater value if the Prize is not available for any reason, as determined in Sponsor's sole discretion.
- 6.15 Federal, state and local taxes and all other costs and expenses associated with acceptance and use of any Prize not specified as being awarded are the winner's sole responsibility. Prize specific terms and conditions apply.

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- 6.16 If the winner elects not to partake in any portion of the Prize, any remainder of the Prize that is unused will be forfeited and will not be subject to additional compensation.
- 6.17 Any Prize details not specified in these Official Rules will be determined by Sponsor in its sole discretion. If any potential winner is disqualified, not eligible, or for any other reason cannot accept the prize as stated, then Sponsor may (but is not required to) randomly select a new potential winner from the remaining pool of eligible Entrants.
- 6.18 Unclaimed Prizes may not be awarded.
- 6.19 Where legal, the potential winner may be required to complete, sign, notarize and return, without alteration and in the form provided by Sponsor, an Affidavit of Eligibility and Liability & Publicity Release (the "Release"), along with a properly completed U.S. Department of the Treasury Internal Revenue Service Form W-9 ("Tax Form"), within the required time period communicated below, or otherwise in the directions given to the potential winner, to be eligible to receive a Prize. The Release and Tax Form, along with any other required paperwork from Winner and his/her guest, shall be referred to collectively as the "Prize Claim Forms".
- 6.20 The winner may be issued a U.S. Department of the Treasury Internal Revenue Service Form 1099 and related tax forms for the actual value of the Prize.
- 6.21 No more than fifty (50) Prizes will be awarded. If any error or discrepancy causes more than fifty (50) Prizes to be promoted or advertised, these Official Rules will prevail and only fifty (50) Prizes will be available to be awarded following the process detailed in Rule 7. If due to error or discrepancy more than fifty (50) potential winners are notified or make legitimate Prize claims, only fifty (50)) Prizes will be awarded based on Sponsor conducting a random drawing from among all legitimate, unawarded, eligible Prize claims received by Sponsor within thirty (30) days of the end of the Promotion Period.

### 7. Winner Determination and Verification

- 7.1 By 23 May 2025, fifty (50) potential Prize winners (the "**potential winners**") will be randomly selected by Sponsor from the pool of all eligible entries received during the Promotion Period.
- 7.2 By 28 May 2025, Sponsor will notify each of the potential winners by the method detailed below, depending on how the potential winner's winning entry was obtained (either through the App or by Alternative Entry Request).
- 7.3 Potential winners are each subject to eligibility verification by Sponsor: An entrant is not a winner of any Prize, even if notified of being a potential winner, unless and until entrant's eligibility is verified to Sponsor's satisfaction.
- 7.4 To be verified as eligible to receive a Prize (a "Winner"), each potential winner must fulfill all requirements and continue to comply with all terms and conditions of these Official Rules, and not be disqualified for any reason.
- 7.5 Each potential winner who entered via Alternative Entry Request will be notified by email at the email address provided in their request ("**Email Notification**").
- 7.6 For those receiving Email Notification, such potential winner must complete, sign, have notarized and return the Prize Claim Forms attached to the Email Notification and submit as directed within five (5) business days of the send date on the Email Notification to be eligible to receive the Prize.
- 7.7 If a potential winner cannot be contacted using the information provided, or fails to respond to Sponsor's attempt to notify them of selection within five (5) business days; if any prize or notification is returned as undeliverable or yields an error or undeliverable message (regardless of whether the message is ultimately delivered to the recipient); if a potential

winner fails to complete, sign, notarize and submit the Prize Claim Forms as directed; if a potential winner is determined to be ineligible or otherwise not in compliance with these Official Rules; if a potential winner is unable or unwilling to accept the Prize or any portion as stated; or if a potential winner cannot be verified as eligible for any reason at any time before, during or after the Promotion Period, then that potential winner will be disqualified and forfeit any claim to the Prize.

- 7.8 If a potential winner is disqualified or fails to claim a Prize for any reason, Sponsor may (but is not required to) select an alternate potential winner (if sufficient entries remain) and the verification process set forth above will be repeated.
- 7.9 In no event will Sponsor make more than two (2) attempts to award each Prize to an alternative winner. After the first and two (2) alternate attempts (if Sponsor so chooses) have failed, any prizes remaining will not be awarded.
- 7.10 Limit of one (1) Prize per person/User Number/email address.
- 7.11 If an insufficient number of unique entries are received to award all Prizes advertised, any excess Prizes will not be awarded.
- 7.12 If any winner is awarded and claims a Prize, that winner's first name and last initial, along with their state of residence, may be included in a winners' list that is published online or sent to those who request it obtained by sending a self-addressed stamped envelope to: SciPlay Games, LLC, Attention: Bingo Showdown Carnival Cruise Giveaway Winners List, 6601 Bermuda Road, Las Vegas, Nevada 89119, USA. Limit one (1) request per person and per household. Requests must be received within three (3) months of the end of the Promotion Period.
- 7.13 Odds of winning a Prize in the Drawing depend on the number of eligible entries received.

# 8. <u>Limitations of Liability</u>

- 8.1 By entering or participating in this Promotion in any way, each participant agrees to indemnify, defend (regardless of ultimate liability), and hold harmless, and thereby does release and discharge Sponsor, and each of their respective parent and affiliate companies, vendors, suppliers, agencies, consultants, subcontractors and legal counsel, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against all loss, liability, damage, injury, claim or cause of action related in any way whatsoever to this Promotion, the Prizes, these Official Rules, or the rights, consents and licenses granted to Sponsor under these Official Rules, including without limitation, violation of any agreement or obligation; infringement of any right of publicity or intellectual property; threatened or actual injury, loss or damage to any person, including death and disability; defamation or portrayal in a false light (intentional and unintentional); invasion of privacy; and damage to or loss of property, arising out of such Entrant's participation in the Promotion or receipt, use, non-use or misuse of any Prize.
- 8.2 BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE MAXIMUM 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; (B) RELEASED PARTIES WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSSES OF ANY KIND; (C) IF UNDER APPLICABLE LAW

SUBSECTION (B) IS UNENFORCEABLE, THEN ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (D) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (E) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 8.3 Participants waive any right to claim ambiguity in these Official Rules. The Released Parties are not responsible for:
  - (a) technical failures of any kind;
  - (b) incorrect information, whether caused by participants, any internet or email service provider, any promotional or advertising agency, printing or computing errors, or by any of the equipment or programming associated with the Promotion;
  - (c) unauthorized human intervention in any part of the entry process or the Promotion;
  - (d) technical or human error that may occur in the administration of the Promotion, the processing of entries or the announcement of any potential winner or Prize;
  - (e) any injury or damage to persons or property, including without limitation, computers, phones and tablets, that may be caused, directly or indirectly, in whole or in part, by participant's participation in the Promotion or access to the Promotion materials;
  - (f) the receipt, use or misuse of any Prize; or
  - (g) any other errors in any materials, information or announcements associated with the Promotion. If for any reason a participant's entry is confirmed by Sponsor to have been erroneously deleted, lost or otherwise destroyed or corrupted by Sponsor, their sole remedy is another entry in the Promotion, subject to availability and provided that the Promotion Period has not then expired.
- 8.4 EACH ENTRANT WAIVES CALIFORNIA CIVIL CODE § 1542 (AND ALL SIMILAR LAWS OF ANY STATE), WHICH READS: "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". EACH ENTRANT REPRESENTS AND WARRANTS FULL UNDERSTANDING OF, AND ACKNOWLEDGES THE SIGNIFICANCE AND CONSEQUENCE OF, WAIVER OF CALIFORNIA CIVIL CODE § 1542 (AND ALL SIMILAR LAWS OF ANY JURISDICTION).

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### 9. License from Entrant

- 9.1 To the extent allowed by law, accepting a Prize or otherwise participating in the Promotion in any way constitutes each participant's consent for, and grant of a non-exclusive, sublicensable, and assignable license to Sponsor to record, publish, post, display and otherwise exploit such participant's name, social media handles, likeness, image, voice, aural and visual performance (together or independently), statements and hometown, regardless of whether altered, distorted or used alone or with other material, in Sponsor's sole discretion, for commercial, promotional, marketing and trade purposes in any medium now known or later discovered, worldwide and in perpetuity, without review or approval, and without further notice, payment or consideration of any kind.
- 9.2 All rights, consents and licenses granted to Sponsor under these Official Rules or the Release will survive the termination of this Promotion.

# 10. Right to Modify or Cancel

- 10.1 The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event any provision is found invalid or unenforceable, these Official Rules will otherwise remain in effect in accordance with their terms as if the invalid or unenforceable provision was never included.
- 10.2 Sponsor's failure to enforce any provision of these Official Rules does not constitute a waiver of that provision.
- 10.3 To the extent permitted by law, Sponsor may cancel, suspend or modify the Promotion or any part of it, in any way, if Sponsor determines in its sole discretion that the Promotion is not capable of executing as Sponsor intended, or that any error, omission, fraud, technical failure, tampering, computer virus or other factor, technical or otherwise, beyond Sponsor's reasonable control, impairs or may impair Sponsor's ability to properly conduct the Promotion. In such event, Sponsor may, but is not obligated to, award any applicable Prize by conducting a random drawing from among the eligible entries received up to the time of the event resulting in cancellation, suspension or modification of the Promotion. Inclusion in such random drawing is participant's exclusive remedy under such circumstances.
- 10.4 If there is an inconsistency between these Official Rules and any information contained in any Promotion-related materials, including without limitation, a Promotion entry form or any point-of-sale, radio, television, print or online advertising, these Official Rules will prevail and govern.

#### 11. Disputes and Class Action Waiver

- 11.1 Except where prohibited by law, each participant agrees that:
  - (a) all disputes, claims and causes of action arising out of or related to this Promotion or any Prize will be resolved individually, without any form of class action; and
  - (b) the Promotion and these Official Rules are governed by and will be construed in accordance with the laws of the State of Nevada, USA, without giving effect to any choice of law or conflict of laws rules that would cause the application of the laws of any other jurisdiction.

# 12. <u>Mandatory Binding Arbitration</u>

- 12.1 Any controversy or claim arising out of or relating to this Promotion shall be settled by binding arbitration in a location determined by the arbitrator as set forth in these Official Rules (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.
- 12.2 The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Nevada law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not included.
- 12.3 If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.
- 12.4 THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.
- 12.5 DO NOT ENTER THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

#### 13. Privacy

- 13.1 By participating in this Promotion, each participant agrees to Sponsor's and Prize Provider's manner of collection, use, retention and disclosure of participant's information submitted or obtained in connection with the Promotion.
- 13.2 Information collected from Entrant is subject to:
  - (a) Sponsor's privacy policy, which can be found at www.sciplay.com/privacy; and

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(b) Prize Provider's privacy policy, which can be found at <a href="https://www.carnival.com/about-carnival/legal-notice/privacy-notice?icid=CC">https://www.carnival.com/about-carnival/legal-notice/privacy-notice?icid=CC</a> Footer 82; and

may additionally be disclosed by Prize Provider or Sponsor in connection with a public list of Promotion winners, or pursuant to any license granted to Sponsor by Entrant under these Official Rules or the Release.