

## **Institute for Justice’s “Liberty in Action Essay Contest: Repealing Barriers to Entrepreneurship”**

The “Liberty in Action Essay Contest: Repealing Barriers to Entrepreneurship” Contest (“Contest”) is designed to encourage eligible U.S. students (“Entrant” or “You”) to demonstrate why the Florida legislature should repeal a specific licensing statute in order to remove barriers to entrepreneurship. This essay contest seeks to encourage among Florida students an examination and analysis of Florida licensing schemes and their impact upon citizens and entrepreneurship. The goal of this Contest is to educate and inform lawmakers and the public at large about restrictive and burdensome licensing statutes.

### **OFFICIAL RULES**

Please read these Official Rules before entering this Contest (“Contest”). THIS CONTEST IS INTENDED FOR PARTICIPATION IN THE STATE OF FLORIDA ONLY. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY.

By participating in the Contest, you agree to be bound by these Official Rules. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between You and the Institute for Justice with respect to the Contest. Institute for Justice reserves the right to cancel, modify, or suspend the Contest in its sole discretion.

**No purchase or donation is necessary to enter or win.**

**Sponsor:** Institute for Justice is a section 501(c)(3) organization (“Institute for Justice” or “Sponsor”), 901 North Glebe Road, Suite 900, Arlington, Virginia 22203.

**Eligibility: No purchase, payment or financial contribution is necessary to participate in the Contest and purchase, payment or financial contribution will not increase odds of winning.** The Contest is open to U.S. citizens or permanent residents (i.e., must be able to show proof of legal permanent residence) of the State of Florida who are at least 13 years of age or older and enrolled in grade 7 through 12 in compliance with the laws of the State of Florida. Entrants who are under 18 years of age (or the age of majority under applicable law), must have obtained a parent’s or legal guardian’s prior permission. Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive any prizes, as described in these Rules. Contest is void outside of the State of Florida, and where prohibited by law. Directors, officers, employees, and interns of Sponsor and any of its affiliated or related organizations, web masters and web suppliers, vendors, agents, professional advisors, consultants, contractors, fundraising counsel, and immediate families of each (parents, spouse, life partners, children or siblings, wherever they reside) and members of the households (whether related or not) are not eligible to win the prize.

Each Entrant is limited to a total of one (1) entry.

To be eligible to win a prize, entries must be completed and received by Sponsor as described in these Official Rules and as proscribed on the website and Entry form. Entries that do not include

all required information or that fail to adhere to the Official Rules will be considered void and will not be eligible for consideration in this Contest. No entries other than those submitted in compliance with these Official Rules will be accepted. Sponsor retains the ultimate decision, in its sole discretion, as to which Entrants are eligible and Sponsor reserves the right to cancel or reject any entries for any reason or for no reason. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that term.

By submitting an entry, Entrant agrees to these Official Rules, which are final and binding in all respects, and further agrees not to sue or assert any claim against Sponsor in connection with the Contest; provided, that if applicable law prohibits such a covenant, release or waiver of claims, Entrant hereby waives the right to seek or accept damages in any proceeding and to reimburse Sponsor for any and all expenses or costs associated with such claim (including attorneys' fees, court costs and the amount of any judgment or settlement).

**Prize:** The Winner will receive a prize of \$500 plus a trip for the winner and one parent or guardian to Tallahassee, Florida to meet with lawmakers at the Florida state capitol to discuss the winner's essay. Sponsor will pay for round-trip travel (depending on the proximity of Winner's residence to Tallahassee, travel may be ground), lodging, and meals in Tallahassee for the Winner and one parent or guardian. Sponsor reserves the right to determine travel, lodging, and meals. All other expenses will be the responsibility of the Winner. The dates of travel will be determined later by the Sponsor in collaboration with the Winner. In the event travel cannot be completed, no substitute prize will be given. Travel is subject to availability, blackout dates, legislative calendar, and/or change due to circumstances beyond Sponsor's control. Winner and his/her parent or guardian must travel on the same dates, itinerary, and fare class. Any unused travel will be forfeited. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Each Entrant is limited to a total of one (1) prize per person, household, and/or email address. Each Entrant and a parent or guardian (if the Entrant is a minor) will be required to sign a release and affidavit for the Contest entry and must agree to abide by these Rules.

The time of the prize distribution will be provided to the winner in the prize acceptance. All prizes awarded to minors will be paid in the name of the parent or legal guardian for the benefit of the child.

Except as specifically provided herein, the prizes do not include taxes, insurance, telephone charges, baggage fees, personal expenses, gratuities, incidental charges, or any other item not specifically described in these Official Rules, and all expenses for any of the foregoing are the sole responsibility of the prize winner. If Sponsor cannot find an eligible winner who is able to travel, the prize may not be awarded. Prizes cannot be used in conjunction with any other promotion or offer and may not be separated. The prizes may not be transferred or assigned except by Sponsor. Only the listed prizes will be awarded and no substitutions, cash equivalents or redemptions will be made, except that Sponsor reserves the right to substitute any prize with another prize of equal or greater value in the event that the advertised prize (or any component thereof) is not available or cannot be awarded, in whole or in part, for any reason. Reporting and payment of all applicable taxes, fees, and/or surcharges, if any, arising out of, or resulting from, acceptance or use of prizes, are the sole responsibility of the winner. Sponsor has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, regarding the use of the prize, the value or

enjoyment of the prize, including, without limitation, merchantability, or fitness for a particular purpose. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prizes awarded. Sponsor makes no representations or warranties concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations apply. Sponsor will not be liable for or replace any lost or stolen prize items.

***All expenses associated with the prizes not specifically specified in these rules are the sole responsibility of the winner. Winner is responsible for any taxes including all Federal, State and Local taxes, if any, as well as any other taxes payable due to acceptance of the prize.***

Odds of winning depend upon the number of entrants. If required, the winner is responsible for providing a Social Security Number and other necessary information to Sponsor for the purpose of filing a Form W-9 and Form 1099G with the Internal Revenue Service. The prize may be includable in the winner's gross income. Awards of prizes to the potential winner is subject to the express requirement that they submit to the Sponsor all documentation requested by Sponsor to permit it to comply with all applicable federal, state, and local tax reporting. All prizes will be net of any taxes Sponsor is required by law to withhold. To the extent permitted by law, all taxes imposed on prizes are the sole responsibility of the winner. In order to receive a prize, the potential winner must submit tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or a representative for Sponsor or the relevant tax authority, all as determined by applicable law. The potential winner, and if the winner is a minor, their parents or legal guardians, is responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Sponsor may, in its sole discretion, select an alternate potential winner.

**Time:** The Contest begins on February 1, 2016 12:01 a.m. and ends at 11:59 p.m. EST on May 1, 2016 ("Contest Period"). The winner will be determined by May 15, 2016. Late submissions will not be accepted. All dates are subject to change.

**To Enter:** Participants must enter as follows:

- (1) Individuals who are over the age of 18 must submit an essay online at [www.ij.org/activism/activism-projects/florida-essay-contest](http://www.ij.org/activism/activism-projects/florida-essay-contest) or in hard copy form during the Contest period and an Entry Form. Essays or other materials submitted through an alternate delivery method may not be accepted as entries into the Contest. No contribution is necessary to enter.
- (2) Individuals who are between the ages of 13 and 18, must submit a completed Entry Form with a parent's or legal guardian's signature and must submit an essay online at [www.ij.org/activism/activism-projects/florida-essay-contest](http://www.ij.org/activism/activism-projects/florida-essay-contest) or in hard copy form during the Contest period. Essays or other materials submitted through an alternate delivery method may not be accepted as entries into the Contest. No contribution is necessary to enter. Once the Entry Form is fully completed, it should be printed on a light colored 8.5"X11" sheet of paper and signed by a parent or legal guardian. The completed Entry Form can be submitted virtually via digital upload tool or as a hard copy by mail. To submit an entry via the digital upload tool on the Contest site, please follow the instructions. Sponsor is not responsible for illegible or incorrectly submitted entries made via the digital upload tool. To submit an entry in hardcopy form, the entry must be

mailed in an envelope (packaged carefully so it will not be damaged) with proper postage affixed, to one of the following mailing addresses:

**For Regular U.S. Mail:** Institute for Justice, 901 North Glebe Road, Suite 900, Arlington, VA 22203

**For Overnight Mail (e.g., UPS, FedEx, etc.):** Institute for Justice, 901 North Glebe Road, Suite 900, Arlington, VA 22203

Proof of mailing does not constitute proof of entry. Sponsor accepts no responsibility for submissions and/or Entry Forms lost, delayed, damaged, defaced, or mislaid, however caused. All entries will be deemed made by the Entrant submitted at the time of entry. Entries received with a parent's or legal guardian's signature will be disqualified. Entries will not be returned and may or may not be acknowledged.

- (3) All participants must submit their first and last name, phone number, state, zip code, and email address, in addition to an essay. The essay should be no longer than 800 words. Once submitted, a submission is final and may not be altered or edited further. Duplicate submissions will disqualify all entries.
- (4) Each entry must be uploaded to the Institute for Justice's website Entrants will submit an entry form at [www.ij.org/activism/activism-projects/florida-essay-contest](http://www.ij.org/activism/activism-projects/florida-essay-contest) that indicates acceptance of these rules. No Submission will be considered that does not upload successfully or fails to submit an entry form at [www.ij.org/activism/activism-projects/florida-essay-contest](http://www.ij.org/activism/activism-projects/florida-essay-contest).
- (5) Submissions must be primarily in English. The essay should explain how a specific Florida licensing statute or regulation adversely impacts citizens and is a barrier to entrepreneurship and why it should be repealed. The essay must fit within the theme of the impact of a Florida licensing scheme on entrepreneurship.
- (6) The Entrant is the one person who owns the email address associated with the Submission, except that an email address in the name of the parent or legal guardian of the otherwise eligible minor entering the Submission will be permitted and the minor will be deemed the Entrant.
- (7) Sponsor is not responsible for any change of email address, mailing address and/or telephone number of Entrant.
- (8) Failure to submit all required information in the manner required in these Official Rules and/or any entry form may result in disqualification. Proof of online entry will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries are subject to verification by the Sponsor.

All submissions must be original and created by the Entrant. Submissions must not incorporate or include anything that violates any law of the copyright, trademark, publicity right, privacy right or any other right of any third party. Any entry that does not satisfy all requirements of these Official Rules will be disqualified. Submissions cannot contain any third party copyrighted material, profanity, offensive language, nudity, pornographic or defamatory content, direct attacks on individuals or organizations, commercial appeals or other objectionable, inappropriate, or irrelevant content, the determination of which is solely in the discretion of Sponsor. No entry or its content may violate privacy, publicity or other rights of any person,

firm or entity, may not in any other way violate applicable laws and regulations, and may not contain any copyrighted works, or constitute trademark or patent infringement (other than as owned by the Entrant), in each case, as determined by Sponsor in its sole discretion. The Sponsor reserves the right to disqualify any Entry it deems to be not in keeping with the Sponsor's image or that is profane, offensive, pornographic, defamatory, and/or inappropriate in the Sponsor's sole discretion. Sponsor retains the ultimate decision, in its sole discretion, as to which Entrants are eligible. In the case of any dispute, Sponsor's decision shall be final.

Sponsor is not responsible for any technical, computer, telephone, cable, network, satellite, electronic or internet hardware or software malfunctions, failures, connections, or availability, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, corrupted, garbled, jumbled, lost, stolen, misdirected, non-delivered or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with, or utilized in entering or conducting the Contest, or by any human error which may occur in the transmission or processing of the entries in this Contest. Sponsor assumes no responsibility for service provider/internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention, or the incorrect or inaccurate capture of entry information, Entry, or other information, or the failure to capture any such Entry or information. Sponsor assumes no responsibility for damage caused by computer virus or otherwise, to any computer resulting from Entrant's participation in the Contest. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access. Sponsor is not liable for unauthorized human intervention in any part of the entry process, printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest; the uploading, the processing of entries, the announcement of the Prize or in any related materials; late, lost, misdirected, undeliverable, damaged or stolen mail; or receipt or use or misuse of Prize awarded; or any typographical or other error in the printing of these Official Rules or any materials associated with the administration of the Contest or the announcement of the Prize. All Internet access and usage charges are the responsibility of the entrant. Sponsor is not responsible for, and hereby disclaims, any injury or damage to any Entrant's or any other person's computer or phone related to or resulting from participating in this Contest or downloading materials from or use of the website.

Sponsor reserves the right to cancel or reject any entries for any reason. Examples of reasons why Sponsor may reject entries include, but are not limited to, any entry which Sponsor deems (in its sole discretion) to be inappropriate; any part of any entry, which Sponsor deems (in its sole discretion) not desirable for association with Sponsor; and any failure to submit an Entry Form or other requested form or information. Sponsor may, in its sole discretion, remove, delete and/or disqualify any entries or any Entrant deemed to be inappropriate, ineligible or otherwise non-compliant.

Regarding the Entry and Entry Form, the Entrant represents and warrants that (a) the Entry Form is truthful and accurate in all respects, (b) the Essay does not violate any law, regulation or any right of any third party, including but not limited to rights of copyright, trademark, patent, publicity or privacy or portrayal in false light, and does not contain material which is

defamatory, slanderous, threatening, inflammatory, or libelous, or has been plagiarized, (c) he or she has obtained all of the rights, licenses and permissions in writing from any person for any material or elements that are not owned by the Entrant, and/or which are subject to the rights of third parties prior to the submission of the Essay, and (d) each Entrant understands that his/her Essay and Entry Form must comply with all of these conditions in all respects.

**Winner Selection:** One Winner will be chosen.

The Winner will be selected by a panel of judges chosen by the Sponsor. All decisions of the judges are final and binding. Sponsor reserves the right to conclude the Contest without selecting a Winner. The following criteria are what the judges will use to primarily evaluate each Entrant's Essay:

**a) Message**

Does the essay clearly, effectively and compellingly discuss a Florida licensing scheme, its impact on entrepreneurship, and why it needs to be repealed? Does the essay do so within the word limit?

**b) Creativity**

Entries must creatively incorporate their message into their Submissions. Creativity can be conveyed through many means.

Judges will consider the creativity of each Submission in terms of:

- Whether and to what extent the Entry grabs the viewer's attention in a unique and memorable way
- Whether and to what extent the essay is relatable, relevant and memorable for lawmakers and the public at large
- Whether and to what extent the essay utilizes elements that are original and conveys the necessity of why the particular statute needs to be repealed.

**c) Quality of essay**

Entries provided in an unapproved format will not be considered.

Judges will consider the quality of each Submission in terms of:

- Whether the essay contains grammatical or spelling mistakes.
- Whether the essay exhibits competency and fluency in persuasive writing.

In the event of a tie following judging of the entries, judges will look to subsection (a) above and select the entry that most satisfies the mission criteria. In the event there are not enough eligible entries, no prize will be awarded. Decisions of the judges are final and binding.

Should a winner choose not to accept the prize, if winner fails to return the winner affidavit and release materials, or if two (2) attempts to contact winner by phone and/or email are not

successful, or if prize is not otherwise claimed, there is no cash option and the prize is forfeited. Sponsor will require winner to sign an affidavit of eligibility and liability/publicity release. The prize is not transferable or assignable and may not be redeemed or exchanged for cash or other alternative goods or services, except that Sponsor reserves the right to substitute a prize of equal or greater value for the prize or any part of it. A forfeited prize may be awarded to an alternative winner. These Rules apply to all participants. Sponsor shall make all determinations as to whether the Rules have been met and the decision of the Sponsor is final.

The Winner will be notified by telephone and/or other means within five (5) days of the winner being announced. To claim the prize, the winner should follow the instructions and comply with the conditions contained in the notification. The winner shall have five (5) days after being notified to respond or forfeit the prize. Award of the prize will be made upon written acknowledgement of, and full compliance with, the requirements listed herein, including but not limited to, execution of an affidavit of eligibility, release of liability, and tax-related documents, as well as any other legal, tax or regulatory documents required by Sponsor in its sole discretion. Winner must satisfy all eligibility requirements before he or she may be awarded the prize. In the event the potential winner is a minor, his or her parent or legal guardian must sign the documents and return them as described herein. For the name of the winner, send a properly stamped self-addressed envelope, to be received after May 16, 2016, to Institute for Justice, Attn: 901 North Glebe Road, Suite 900, Arlington, VA 22203.

**Intellectual Property:** Except where prohibited by law, by submitting the Entry and application each Entrant grants permission to post his/her name, and the Entry on the website for purposes of the Contest and further grants to Sponsor the unconditional, unlimited, irrevocable, perpetual, royalty-free, non-exclusive, transferable right to publish, display, broadcast, reproduce, use, sublicense (through multiple tiers), adapt, edit and/or modify, and create derivative works from, any such Contest materials and Entrant's name, in any way, in any and all media whether now or hereafter known, without limitation and for any purpose (including commercial purposes, advertising, publicity, fundraising, promotion and sales), and without consideration to the Entrant and without further consent, compensation or approval, whether or not such contest materials are selected as a winning entry, along with the right of attribution. Each Entrant warrants and represents that he/she has obtained in writing all rights, approvals, releases and/or consents necessary to submit the Essay and Entry Form, and grant the stated permission to post the Essay (for example, the rights of publicity of persons other than the Entrant). Entries are not guaranteed to appear in any communication of Sponsor and Sponsor shall not incur any liability to the extent Sponsor chooses to refrain from using such information or Entry. Entrants that do not include all required information or that fail to adhere to the Official Rules will be considered void and will not be eligible for consideration in this Contest.

Entries and other submitted material become the property of Sponsor and will not be acknowledged or returned. By submitting an entry you give permission to Sponsor to use the name and comments of anyone whose name or comments are included in the Essay. Sponsor is not responsible for any unauthorized third-party use of any entry. Except as prohibited by law, the Winner agrees to sign a liability/publicity release.

Except where prohibited by law, entry submission grants Sponsor the right in perpetuity to edit, adjust, modify, abridge, condense, and/or excerpt your Essay and/or comments in any way, in

any and all media without limitation, without compensation, and/or without notification to entrant or any third party included in the Essay. The publication and/or other public use of your Essay or a portion of your Essay does not indicate that it is a winning entry in the Contest.

Except where prohibited by law, in accepting the prize, the winner consents to having his/her name, photograph and Essay published and used in a variety of media, including, but not limited to exhibits, advertising publications, the World Wide Web, marketing materials, publicity, promotion, editorial or illustration or for any other purpose that Sponsor deems appropriate, without compensation. The Winner further grants to Sponsor the unconditional, unlimited, irrevocable, perpetual, royalty-free, non-exclusive, transferable right to publish, display, broadcast, reproduce, use, sublicense (through multiple tiers), adapt, edit and/or modify, and create derivative works from, Winner's name, biographical information and photograph, and Essay entry in any and all media whether now or hereafter known, without limitation and for any purpose (including commercial purposes, advertising, publicity, fundraising, promotion and sales), and without consideration to the Winner and without further consent, compensation or approval. Winners are not guaranteed to appear in any communication of Sponsor and Sponsor shall not incur any liability to the extent Sponsor chooses to refrain from using such information.

In addition to the rights granted in these Rules and except where prohibited by law, Sponsor reserves the right to share Entrant information in accordance with the Privacy Policy, if any, applicable to the Contest, and if there is no applicable policy, then in accordance with Sponsor's Privacy Policy. All personal information that is collected from parents or guardians is subject to the Institute for Justice's Privacy Policy, located at: <http://ij.org/privacy-policy>.

**Contest Disclaimers and Indemnification:** In the event that the operation or administration of the Contest is impaired or prevented in any way for any reason, including, but not limited to fraud, change of condition, or other technical problems, the Sponsor may, in its sole discretion, either: (a) terminate the Contest; (b) suspend the Contest to address the impairment and then resume the Contest in a manner in its sole discretion; and/or (c) substitute other prizes for any prize set forth in these Official Rules that becomes unavailable for any reason. The Sponsor reserves the right in its sole discretion to disqualify any individual found to be tampering with the entry process, or the operation of the Contest or acting in violation of these Rules.

If for any reason, the Contest cannot be conducted as planned by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest.

By participation in the Contest and acceptance of the prize, winner agrees to indemnify and hold Sponsor, its officers, directors, employees, agents, and all other companies associated with the Contest, harmless from any and all liabilities, for loss, harm, damage, injury, property damage, violations of rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), personal injury and/or death, costs, or expense whatsoever (including without limitation actual attorneys' fees and related costs) including, but not limited to, claims against Sponsor in connection with the Contest or delivery, misdelivery, acceptance, possession, use of or inability to use the prize; income tax; property damage, personal injury

and/or death, which may occur directly or indirectly in connection with, preparation for, travel to and from Tallahassee, Florida, all activities in Tallahassee, Florida, or participation in the Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity or in the Contest itself, and any travel related thereto, the negligence, intentional misconduct or illegal actions of Entrant, as well as any actions or omissions of Entrant resulting in or giving rise to, in whole or in part, any injuries or damages to person (including death or property), any use of such Entrant's Contest materials by the Sponsor, or exercise of any other rights granted to the Sponsors by such Entrant, including such rights granted pursuant to these Official Program Rules and Regulations, any claim that the Entry, application or other Contest materials supplied by Entrant infringes upon the rights of any third party, the actual or alleged breach of any representation or warranty made by Entrant, including those contained in these Official Program Rules and Regulations, and for any claims based on publicity rights, defamation or invasion of privacy, as well as any actions or omissions of Entrant resulting in or giving rise to, in whole or in part, any injuries or damages to person (including death or property). If applicable law prohibits such a covenant, release or waiver of claims, winner hereby waives the right to seek or accept damages in any proceeding and to reimburse Sponsor for any and all expenses or costs associated with such claim (including attorneys' fees, court costs and the amount of any judgment or settlement). By entering and/or participating in this Contest, Entrant agrees that any and all claims, judgments and awards shall be limited to, and the maximum aggregate liability of the Sponsor to any Entrant or third party shall be limited to, the lesser of Entrant's actual out-of-pocket costs incurred, including costs associated with entering this Contest in accordance with the Official Rules, but in no event attorneys' fees, and Five Hundred Dollars (\$500), and under no circumstances will Entrant be permitted to obtain awards for and Entrant hereby waives all rights to claim punitive, incidental and/or consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

By entering and/or participating in this Contest, Entrant agrees that this Contest is governed by the laws of the State of Florida, and any and all claims, disputes and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action and without use of a jury (Entrant hereby waives any right to a jury trial) in the federal or state courts located in the State of Florida. By entering and/or participating in this Contest, Entrant signifies his/her knowledge of and agreement to be bound by the most current version of these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant, shall be governed by and construed exclusively in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of law in any jurisdiction.

**IN NO EVENT WILL THE SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY ACCESS TO OR USE OF THE WEBSITE OR THE DOWNLOADING FROM, UPLOADING TO, AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEBSITE. WITHOUT LIMITING THE FOREOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS-IS, WHERE-IS, WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, CINLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF**

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND WITH NO GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW OR MAY LIMIT THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

ANY ATTEMPT BY AN ENTRANT OR OTHER PERSON TO DAMAGE ANY WEBSITE ASSOCIATED WITH SPONSOR OR ITS AGENTS OR UNDERMINING THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.