

C Spire® Summer of Giving Giveaway

OFFICIAL PROMOTION RULES & REGULATIONS

THE FOLLOWING PROMOTION IS INTENDED FOR LEGAL RESIDENTS OF THE UNITED STATES AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO THE APPLICABLE LAWS OF THE STATES OF ALABAMA, MISSISSIPPI AND TENNESSEE AND THE UNITED STATES. DO NOT PROCEED WITH THIS PROMOTION IF YOU ARE NOT A LEGAL RESIDENT OF ALABAMA, MISSISSIPPI OR TENNESSEE. VOID IN ALL OTHER JURISDICTIONS AND WHERE PROHIBITED BY LAW.

C Spire will conduct “Summer of Gaming Giveaway” (hereinafter referred to as the “Promotion”) from August 1, 2024 to August 31, 2024 (hereinafter referred to as the “Promotion Period”), unless sooner terminated by C Spire, at its discretion.

ELIGIBILITY. The Promotion is open to legal residents of the Mississippi, Alabama and Tennessee, who are 18 years of age or older (19 years of age or older for residents of Alabama) as of the date of entry. Minors are ineligible to participate in the Promotion. Winners must possess a valid driver’s license. Employees, contingent staff persons, officers and directors, together with relatives (parents, grandparents, children, grandchildren, siblings and spouses of each) and/or those living in the same households, of C Spire and their respective parents, subsidiaries and affiliates are ineligible to participate in the Promotion or win any Promotion prize.

PARTICIPATION. The Promotion is offered electronically via the Internet. All participants who meet the eligibility requirements who enter follow the instructions found on Instagram, Facebook, X, or via the link found at www.cspire.com/web/home-services/summer-of-giving-giveaway during the Promotion Period are automatically entered into the giveaway. Entries and entrants must meet all the terms and conditions of these Official Rules and must be received by C Spire no later than 11:59 p.m. CT on the day of the giveaway. Limit one (1) entry per entrant per the Promotion Period.

PRIZES. There will be one drawing, (hereinafter referred to as the “Drawing”), during the Promotion Period with the one entrant selected in the Drawing to each receive the following (hereinafter referred to as the “Prize”):

- One (1) Nintendo Switch – OLED Model (ARV \$349.99)

The Prize awarded is non-transferable and cannot be substituted for cash. The Winner will be notified within a reasonable time after the Drawing. Failure to collect a prize within five (5) days of notification of award constitutes forfeiture of the Prize. If forfeited, the Prize will remain the property of C Spire. Another winner will not be selected. C Spire’s decision shall be final in all matters pertaining to the Prizes.

NO PURCHASE NECESSARY. No purchase is necessary to enter or win.

RELEASE AND AUTHORIZATION. By participating in the Promotion, entrants release C Spire and its parent company, affiliates, subsidiaries, advertising/promotional agencies, and the employees, officers, directors and agents of any of the above organizations from any and all liability for any

claims, injuries, losses, or damages of any kind caused by participation in the Promotion or the acceptance, possession or use/misuse of a prize or participation in any prize-related activities. Where legal, by accepting a prize the winner grants C Spire permission to use his/her name, address, likeness, photograph, Promotion submission, and statements in advertising and for other promotional or publicity purposes without further compensation.

C SPIRE RESERVES THE RIGHT TO MAKE CHANGES TO THESE OFFICIAL RULES WITHOUT NOTICE AT ANY TIME.

INDEMNITY. Entrant agrees to indemnify and hold C Spire harmless from any claims arising from or related to that Entrant's participation in the Promotion. By participating, Entrant agrees that C Spire's involvement in the development, production, implementation and distribution of this Promotion and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion shall not be liable for any and all claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, this Promotion, including entry and participation in this Promotion and acceptance, possession, use or misuse of the Prizes. Entrant agrees that in the event of any claims, damages, losses or injuries, arising from or relating to this Promotion, Entrant will indemnify and hold C Spire harmless from any and all such claims, damages, costs, and expenses (including the attorneys' fees) related thereto. C Spire shall not be responsible for any technical malfunctions of the telephone network, computer online system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury.

LIMITATION OF LIABILITY AND DISPUTE RESOLUTION. C SPIRE SHALL HAVE NO LIABILITY OR OBLIGATION IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY ENTRANT, SUCH AS, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, LOST DATA OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND, ARISING OUT OF THE DOWNLOAD, INSTALLATION AND/OR USE OF CSPIRE.COM, ITS SOCIAL MEDIA PROPERTIES (THE "SITES"), CONTENT ON THE SITES OR ACCESSIBLE THROUGH THE SITES, THE APPS, THE ACTS OR OMISSIONS OF ANY THIRD PARTY, OR FOR ANY CONTENT PROVIDED BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER C SPIRE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT CAUSED BY C SPIRE'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY. C SPIRE MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

ENTRANT AGREES THAT ANY CONTROVERSIES, CLAIMS OR DISPUTES ARISING BETWEEN ENTRANT AND C SPIRE, WHETHER IN TORT OR IN CONTRACT, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO OR ARISING OUT OF THE PROMOTION, THESE RULES AND REGULATIONS, OR SERVICES PROVIDED BY C SPIRE, INCLUDING ACCESS AND/OR USE OF THE SITES AND/OR ANY APP, WHETHER ARISING BEFORE OR AFTER THE PROMOTION PERIOD, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE, ADVERTISING OR PROMOTION PROVIDED BY C SPIRE, INCLUDING, BUT NOT LIMITED TO, ACCESS AND/OR USE OF THE SITES AND APPS. SUCH ARBITRATION SHALL BE BEFORE A PANEL CONSISTING OF THREE ARBITRATORS AT A LOCATION IN THE GREATER JACKSON, MISSISSIPPI METROPOLITAN

AREA. SUCH ARBITRATION SHALL BE BINDING UPON BOTH YOU AND C SPIRE AND SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS RULES, INCLUDING THE SELECTION OF THE ARBITRATORS, WHICH SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RULES OF THE AAA. THE AWARD RENDERED BY THE ARBITRATORS SHALL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES FURTHER AGREE THAT THE PREVAILING PARTY IN SUCH ARBITRATION SHALL BE ENTITLED TO RECOVER THE COSTS OF SUCH ARBITRATION FROM THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES. THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. PROVIDED, HOWEVER, MATTERS OF \$1,500 OR LESS IN ALLEGED VALUE (BEFORE COSTS, INTEREST AND ALLOWABLE ATTORNEYS' FEES, IF ANY) MAY BE FILED IN ANY COURT WITH JURISDICTION THEREOVER AND THERE TRIED BY ANY PARTY, UNLESS COUNTER-CLAIMS OR OTHER CLAIMS IN AN AMOUNT IN EXCESS OF \$1,500 (SUBJECT TO THE SAME EXCLUSIONS) ARE ASSERTED BY ANY PARTY. IN THE LATTER CASE, THE ENTIRE MATTER AND ALL CLAIMS BEFORE THE COURT SHALL BECOME SUBJECT TO BINDING ARBITRATION HEREUNDER UPON WRITTEN REQUEST OF ANY PARTY FILED WITH THE COURT WITHIN THIRTY (30) CALENDAR DAYS OF ACTUAL NOTICE OF THE FILING OF SUCH COUNTER-CLAIMS OR OTHER CLAIMS.

OFFICIAL WINNERS. Winners will be contacted by C Spire via the email address they provided for entry, or the platform used by entrant to enter the Promotion, and/or the Winners may also be announced on C Spire's social media properties, including but not limited to Facebook®, Instagram® and/or X®. For a copy of the Official Winners' announcement, mail a self-addressed stamped envelope by to: Summer of Gaming Giveaway Prize Announcement, 1018 Highland Colony Parkway, Suite 340, Ridgeland, MS 39157.

This Promotion is sponsored and organized by C Spire, 1018 Highland Colony Parkway, Suite 340, Ridgeland, MS 39157. The decision of C Spire management in their interpretation of these Official Rules is final. By participating in the Promotion each entrant agrees to be bound by the decisions of C Spire's management, the decisions of the Promotion judges, and these Official Rules. Your participation in the Promotion shall be deemed to be your complete acceptance of the terms and conditions set forth herein by C Spire.

C Spire, its representatives, agencies and employees, are not responsible for any changes or difficulties in Prize delivery. This Promotion and all accompanying materials are copyright © 2018 by C Spire.

CHILDREN AND MINORS. Consistent with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), C Spire will never knowingly request personally identifiable information from anyone under the age of 13 without requesting parental consent. Additional information can be found on the U.S. Federal Trade Commission web site.

MISCELLANEOUS. C Spire assumes no responsibility for lost or late entries or for incomplete computer transmissions or technical failures. Liability for any applicable taxes imposed by any government, if any, on any Prize won is the sole responsibility of the winner of such Prize. Any personally identifiable information that is collected as a result of entrant's participation in the Promotion will be collected by C Spire and used by C Spire for purposes of the proper administration

and fulfillment of the Promotion as described in these Rules and Regulations and other applicable terms, conditions or agreements with C Spire. Such information will always be used in accordance with C Spire's current Privacy Policy found at www.cspire.com/privacypolicy. Offer void where prohibited by law. All federal, state and local laws and regulations apply. Difficulties with online access to enter the Promotion or other technical failures are not the responsibility of C Spire. For purposes of these Official Rules all times are United States Central Time.

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