

## Master Official Sweepstakes Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. OPEN TO LEGAL RESIDENTS OF THE STATE OF UTAH WHO ARE 18 YEARS OF AGE OR OLDER. ENTRY IN A SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. THE SWEEPSTAKES ARE NOT IN ANY WAY SPONSORED, ENDORSED OR ADMINISTERED BY FACEBOOK, TWITTER, INSTAGRAM OR ANY OTHER SOCIAL MEDIA SITE.**

**SPONSOR.** Real Monarchs, LLC, Zions Bank Real Academy, 14787 S Academy Parkway, Building A, Herriman, UT 84096 (“Sponsor”).

**OVERVIEW.** Sponsor conducts various sweepstakes (each, a “Sweepstakes”) through promotions and/or on social media websites, including, but not limited to, facebook.com, Instagram.com, and twitter.com. Details for an individual Sweepstakes are described below. For each Sweepstakes, the respective Schedule and these master rules (“Master Rules”) constitute the official rules (“Official Rules”). In case of any conflict between the Master Rules and the Schedule, the Schedule for the specific Sweepstakes will govern.

**ELIGIBILITY.** Each Sweepstakes is open to legal residents of the State of Utah who are age 18 or older. Employees of Sponsor, its respective subsidiaries, related and affiliated entities, suppliers, as well as the immediate family (spouse, parents, siblings and children) and household members of all such parties are not eligible. Each entry is subject to verification by Sponsor. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes the full and unconditional agreement to the Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes, by each entrant (“Entrant”).

Entrants and their immediate family members who have previously won a prize of either cash, services, or merchandise from Sponsor, its respective subsidiaries, or

related and affiliated entities, from any sweepstakes or other promotion, are subject to the following restrictions: Entrants and their immediate family members who have won a prize valued from \$0 - \$499 may be eligible to win again with no time restrictions. Entrants and their immediate family members who have won a prize valued between \$500 and \$599 are not eligible to win a prize again until after 90 days from the date the previous prize was awarded. Entrants and their immediate family members who have won a prize valued between \$600 and \$999 are not eligible to win a prize again until after 6 months from the date of the previous prize was awarded. Entrants and their immediate family members who have won a prize valued at \$1,000 or more are not eligible to win a prize again until after 12 months from the date of the previous prize was awarded.

**SWEEPSTAKES PERIOD.** The time period during which entries to a Sweepstakes are accepted (the “Sweepstakes Period”) is outlined in the applicable Schedule. Sponsor’s time clock is the official clock for the Sweepstakes.

**HOW TO ENTER.** No purchase necessary to enter or win. Only one entry per person during any particular Sweepstakes Period, regardless of entry method or number of accounts. Additional or subsequent or incomplete entries are void. To enter, follow the instructions provided on the applicable Schedule.

**SUBMISSION REQUIREMENTS.** You must enter via the method or methods provided on the Schedule and, if applicable, must be a member of the associated social media site. Entries must not contain any obscene, profane, lewd, defamatory, or inappropriate matter as determined by Sponsor in its sole discretion. Any entry deemed unsuitable by Sponsor, in its sole discretion, will be disqualified.

**WINNER SELECTION AND NOTIFICATION.** The number of winners selected in each Sweepstakes will be set forth in the applicable Schedule. Winners will be selected by random drawing from among those eligible entries submitted during the Sweepstakes Period on the date specified in the applicable Schedule. Winners will be notified using the information provided in the entry (via telephone, email, social media account, or other contact information) as determined by Sponsor in its sole discretion. The return of any Prize notification as undeliverable or failure to respond

to notices or return any documents in a timely manner, as determined by Sponsor, may result in disqualification and an alternate winner may be chosen.

**PRIZES AND VALUES.** Each Sweepstakes provides Entrants an opportunity to win a prize or prizes (each, a “Prize”). Each Prize and its approximate retail value are described in the applicable Schedule. Winning a Prize is contingent upon fulfilling all requirements set forth herein. All Prizes are awarded “AS IS” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). No transfer, substitution, cash redemption or transfer of a Prize is permitted, except at Sponsor’s sole and absolute discretion. If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right, at its sole and absolute discretion, to substitute a Prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of a Prize, are the sole responsibility of the winner. The approximate retail value of a Prize is based on available information provided to Sponsor and the value of any Prize awarded to a winner may be reported for tax purposes as required by law. Arrangements for delivery of a Prize will be performed after validation. At Sponsor’s discretion, unclaimed prizes may not be awarded.

**ODDS OF WINNING.** Many will enter, few will win. Actual odds of winning depend on the number of entries received during the applicable Sweepstakes Period.

**GENERAL RULES.** *Winners may be required to sign and return an Affidavit of Eligibility and Release of Liability, a Publicity Release, and an IRS W-9 form within ten (10) days of attempted notification. Failure to return these documents within the specified time will result in the prize being forfeited.* Sponsor is not responsible for any typographical or other error in the printing of the offer or administration of the Sweepstakes. Sponsor is not responsible for lost, late, misdirected, stolen, illegible, inaccurate, damaged, incomplete, non-delivered or postage-due mail; or for printing, distribution or production errors or for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications

caused by the user or by any of the equipment or programming associated with or utilized in this Sweepstakes, or by any human, or other error, which may occur in this Sweepstakes. In the event of a dispute regarding the identity of the person submitting an entry, entries will be declared made by owner of the email address, social media account or through other contact information submitted on the entry. Sweepstakes are offered only in the State of Utah and are governed by the laws of the State of Utah. By entering, Entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of Utah located in Salt Lake County for any action, suit or proceeding arising out of or relating to the Sweepstakes.

**LIMITATION OF LIABILITY.** BY ENTERING a SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) 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; (2) 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 (3) 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.

**RELEASE AND INDEMNITY.** ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, SPONSOR AND ANY SOCIAL MEDIA SITE USED TO HOST THE SWEEPSTAKES (AS IDENTIFIED IN THE APPLICABLE SCHEDULE) AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY CLAIMS OR LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES (INCLUDING DEATH) TO ANY PERSON, OR PROPERTY, OF ANY KIND arising out of, related to, or RESULTING, IN

WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN a sweepstakes or ANY sweepstakes RELATED ACTIVITY or ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE.

**PUBLICITY.** Unless prohibited by law, participation in the Sweepstakes constitutes each Entrant's consent for Sponsor to use the Entrant's name, age, photograph, image, likeness, statements for Sweepstakes or other promotional, advertisement or commercial purposes in any media now known or later developed, without payment or consideration to the Entrant or any other person.

**PRIVACY.** Sponsor will collect personal data from each Entrant when an Entrant enters a Sweepstakes, and this information will be used only for the purposes of administering the Sweepstakes, publicizing the Sweepstakes and other promotional purposes that benefit Sponsor.

**RIGHT TO CANCEL OR MODIFY SWEEPSTAKES.** If there is any suspected or actual evidence of tampering with any portion of a Sweepstakes, if an Entrant acts in a disruptive manner, if technical difficulties compromise the integrity of a Sweepstakes, or if the Sweepstakes is otherwise not capable of running as planned for any reason or cause which Sponsor deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, including fraud, technical failure, or insufficient participation, Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes or these Official Rules, including changing the Sweepstakes Period, voiding suspected entries, selecting a winner from entries received prior to the action taken, or in such other manner as Sponsor may deem appropriate.

**MISCELLANEOUS.** The invalidity or unenforceability of any provision of the Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of the Official Rules will not constitute a waiver of that provision.

**DISCLOSURE OF WINNERS.** For a list of the winner(s), send a self-addressed, stamped envelope to: Real Monarchs, LLC, Zions Bank Real Academy 14787 S Academy Parkway, Building A, Herriman, UT 84096. Please indicate the name of the Sweepstakes to which your request applies.