

US Sweepstakes & Fulfillment Company
Vyve Broadband Holiday Contest
OFFICIAL RULES
FINAL: 11/27/24

THE VYVE BROADBAND HOLIDAY CONTEST
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

By participating in the Vyve Broadband Holiday Contest (the “Contest”), you unconditionally accept and agree to comply with and abide by these Official Rules (the “Official Rules”) and the decisions of Vyve Broadband (the “Sponsor”) and US Sweepstakes & Fulfillment Co. (the “Administrator”), which shall be final and binding in all respects. All applicable federal, state, and local laws and regulations apply.

The intent of the Contest is to invite eligible participants to nominate an eligible family in their community that has demonstrated excellence in one or more of the following areas (as further described below): Community Involvement, Resilience, Support to Others, and/or Educational or Personal Achievement.

1. **CONTEST NOMINATION PERIOD:** The Contest Nomination Period begins at 12:00:01 AM Eastern Time (“ET”) on Sunday, December 1, 2024 and ends at 11:59:59 PM ET on Sunday, December 8, 2024 (the “Nomination Period”). The Sponsor’s computer is the official timekeeping device for this Contest.
2. **ELIGIBILITY:**
 - a. **Nominator Eligibility:** Participants who submit a nomination into the Contest (each, a “Nominator”) must be (a) age 18 or older and the age of majority in their state of residence (19 and older in Alabama and Nebraska); and (b) a legal resident of an eligible zip code listed below (the “Eligible Zip Codes”) within the states of Alabama, Arkansas, California, Colorado, Georgia, Idaho, Kansas, Louisiana, North Carolina, Nebraska, Oklahoma, South Carolina, Tennessee, Texas, Washington, or Wyoming.
 - b. **Nominee Family Eligibility:** Families nominated by a Nominator (each, a “Nominee Family”) must legally reside in an Eligible Zip Code listed below. In the event that a Nominee Family is deemed a potential winner, such Nominee Family must declare a family member to accept the prize on the family’s behalf (the “Family Representative”). Family Representative must legally reside in the same home as the Nominee Family in an Eligible Zip Code and must be age 18 or older and the age of majority in their state of residence (19 and older in Alabama and Nebraska).

The Contest is only open to the Eligible Zip Codes listed below. Contest is void outside of these geographic areas and wherever else prohibited by law. Employees of the Sponsor, Administrator and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family

members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to participate in the Contest or win a prize.

ELIGIBLE ZIP CODES								
21566	29679	37752	67756	70655	74070	74553	75504	82240
28018	29682	37825	68601	70668	74073	74554	75505	82633
28019	29691	37870	68620	70669	74079	74561	75559	82637
28024	29692	37879	68624	71638	74085	74563	75561	83825
28040	29693	66002	68627	71639	74301	74570	75567	83840
28043	29696	66032	68638	71640	74331	74572	75570	83852
28076	29697	66067	68640	71653	74334	74578	75835	83860
28114	29824	66442	68642	71654	74337	74647	75840	83864
28139	29832	66514	68647	71655	74343	74701	75860	93614
28160	30401	66531	68651	71671	74349	74702	76225	93644
28167	30410	66851	68653	71675	74350	74720	76230	96025
28710	30415	66861	68654	71832	74352	74726	76234	96057
28717	30436	66866	68658	71842	74361	74729	76401	96064
28720	30458	67063	68660	71945	74362	74730	76426	96067
28741	30461	67410	68661	71953	74365	74731	76431	96094
28746	30474	67422	68662	73045	74403	74733	76446	96097
28756	31501	67431	68663	73439	74423	74801	76458	98823
28774	31502	67432	68665	73449	74426	74804	76642	98837
29138	31503	67439	68666	73455	74432	74834	76645	98851
29620	31512	67441	68758	73460	74434	74840	76667	99344
29621	31519	67449	68826	73505	74435	74848	76686	
29630	31533	67454	68854	73527	74446	74851	76821	
29631	31534	67455	68864	73543	74455	74855	77864	
29638	31535	67467	68920	73552	74462	74857	78611	
29646	31542	67480	68939	73559	74467	74859	78639	
29649	31543	67487	68970	73566	74470	74864	78643	
29653	31553	67601	70532	73942	74472	74871	78654	
29657	31554	67637	70542	74002	74501	74872	78657	
29665	35442	67665	70549	74010	74502	74873	79022	
29666	35447	67671	70581	74021	74522	74960	79070	
29667	35466	67672	70591	74028	74525	75076	79567	
29670	35481	67731	70611	74035	74538	75109	80758	
29671	35574	67735	70633	74036	74546	75110	80807	
29672	35576	67740	70634	74039	74547	75501	82201	
29678	37724	67749	70648	74056	74552	75503	82223	

3. **HOW TO SUBMIT A NOMINATION:** To nominate a Nominee Family, visit <https://www.vyvebroadband.com/holiday/> and follow all instructions to complete the online nomination form, including, but not limited to, the following information and submit the nomination (the “Nomination”):
- a. Your full name, email address and zip code.
 - b. The last name(s), state and zip code of the Nominee Family you are nominating and the full name and email address of an adult family member of the Nominee Family to serve as a contact person (“**Family Contact Person**”) should the Nominee Family be declared a potential winner. Nominee Family’s contact person you include in the Nomination form should reside in the same home of the Nominee Family.
 - c. A short essay (the “**Essay**”) on why you are nominating the Nominee Family based on one or more of the following themes (each, a “**Theme**”). Nominee Families do not need to meet each of these Themes to be eligible; demonstrating excellence in any one Theme is sufficient.
 - **Community Involvement:** Family has made meaningful contributions to the community, such as volunteering, participation in local events, or acts of leadership.
 - **Resilience:** Family has shown strength and perseverance in overcoming significant challenges or hardships.
 - **Support to Others:** Family demonstrates acts of kindness, generosity, and/or ongoing support to neighbors, friends, and/or the community at large.
 - **Educational or Personal Achievement:** One or more family members have achieved noteworthy accomplishments in areas such as education, career, athletics, or personal development.

All Nominations must be received between 12:00:01 AM ET on Sunday, December 1, 2024 and 11:59:59 PM ET on Sunday, December 8, 2024. There is a limit of one (1) Nomination submission per person. Nominators may nominate their own family/themselves. Multiple Nominators are not permitted to share the same email address. Incomplete Nominations will not be accepted and are void. Nominators are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy, which can be found at <https://www.vyvebroadband.com/policies/>. All Nomination submissions become the property of the Sponsor and will not be acknowledged or returned. Although attempts to submit more than the stated number of Nominations may be received, only the first complete Nomination received from a particular Nominator will be eligible; subsequent attempts by the same person to submit a Nomination, including Nominations submitted by an alternate email address, will be disqualified. In the event of a dispute as to any Nomination, the authorized account holder of the email address used to submit a Nomination will be deemed to be the Nominator. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Nominator may be required to provide Sponsor with proof to Sponsor’s satisfaction that such party is the authorized account holder of the email address associated with the Nomination. Nomination materials/data that have been tampered with or altered, or mass Nomination submissions or Nominations generated by a script, macro or use of automated devices are void. The Released Parties, as defined below, are not responsible for: (i) lost, late, misdirected, damaged or illegible Nominations; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of nomination materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate

transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Nominator's or any other person's computer related to or resulting from participating in the Contest.

Essay Requirements: Essay must be the original work of the Nominator, may not have been previously published, may not have won previous awards, and must be true, verifiable, and reflect Nominator's own experiences and beliefs. Sponsor, in its sole discretion, may disqualify an Nomination for any reason, including if it determines that the Nomination fails to conform to these Official Rules in any way or otherwise contains unacceptable content, as more fully described below. Once a Nomination has been submitted, it cannot be modified or deleted by Nominator.

Essay may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Nominations;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- violates any law.

By submitting a Nomination, the Nominator understands and grants to the Sponsor, its designees, licensees and assigns (collectively, "**Licensed Parties**") an irrevocable, perpetual, non-exclusive worldwide license to use their name, hometown, likeness and Essay on the Licensed Parties' various websites and social media sites and in advertising and/or promotional activities in any and all media now or hereafter devised, without compensation or notification to, or permission from, Nominator. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Essay, and/or to use any Essay in whole or in part and to combine Essay with other works. Furthermore, by submitting a Nomination, Nominator warrants and represents that: (a) Nominator owns all rights to the Essay, including without limitation, copyrights; and (c) Nominator will indemnify and hold harmless the Released Parties (as defined below) from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of their representations and warranties herein, or Nominator's conduct in creating the Essay.

4. **WINNER DETERMINATION:** After the Nomination Period has ended, all eligible Nominations received will be separated into the following sixteen (16) State Prize Pools (each, a "**State Prize Pool**") based on the state of residence of the Nomination's Nominee Family.
 - a. Nominee Families that reside in the state of Alabama will be placed in the Alabama State Prize Pool.

- b. Nominee Families that reside in the state of Arkansas will be placed in the Arkansas State Prize Pool.
- c. Nominee Families that reside in the state of California will be placed in the California State Prize Pool.
- d. Nominee Families that reside in the state of Colorado will be placed in the Colorado State Prize Pool.
- e. Nominee Families that reside in the state of Georgia will be placed in the Georgia State Prize Pool.
- f. Nominee Families that reside in the state of Idaho will be placed in the Idaho State Prize Pool.
- g. Nominee Families that reside in the state of Kansas will be placed in the Kansas State Prize Pool.
- h. Nominee Families that reside in the state of Louisiana will be placed in the Louisiana State Prize Pool.
- i. Nominee Families that reside in the state of North Carolina will be placed in the North Carolina State Prize Pool.
- j. Nominee Families that reside in the state of Nebraska will be placed in the Nebraska State Prize Pool.
- k. Nominee Families that reside in the state of Oklahoma will be placed in the Oklahoma State Prize Pool.
- l. Nominee Families that reside in the state of South Carolina will be placed in the South Carolina State Prize Pool.
- m. Nominee Families that reside in the state of Tennessee will be placed in the Tennessee State Prize Pool.
- n. Nominee Families that reside in the state of Texas will be placed in the Texas State Prize Pool.
- o. Nominee Families that reside in the state of Washington will be placed in the Washington State Prize Pool.
- p. Nominee Families that reside in the state of Wyoming will be placed in the Wyoming State Prize Pool.

Each Nomination will be judged and scored by the Sponsor based on the following judging criteria:

- Criteria A: Nominee Family demonstrates excellence in any one of the Themes (60%).
- Criteria B: Strength and Impact of the Essay (40%)

The Nominee Family that receives the highest judging score, from each State Prize Pool, will be deemed a potential winner. In the event of a tie, the tied Nomination with the highest score in Criteria A, will be deemed the potential winner. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criteria A determining the potential winner from among the tied entries, the highest score in Criteria B will determine the potential winner. In the event additional tiebreakers are needed, all tied Nominations will be judged by a separate panel of judges using the judging criteria above.

Nothing in these Official Rules shall obligate Sponsor to publish or otherwise disclose judging scores or results of the judging process. Decisions of the Sponsor are final relating to all aspects of the judging process and results.

- 5. PRIZES/APPROXIMATE RETAIL VALUE (“ARV”):** There are sixteen (16) prizes (each, a “Prize”) available to be won; one (1) Prize per State Prize Pool. Each winning Nominee Family (each, a “Winner”) will receive five (5) \$100 prepaid bank gift cards. **The ARV of each Prize is \$500.** The total ARV of all Prizes to be awarded in this Contest is \$8,000.

Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prizes not specified herein are the Winner’s sole responsibility. Winners are responsible for all federal, state, local and income taxes associated with winning the Prize.

Prepaid bank gift cards are not redeemable for cash and will not be replaced if lost or stolen. Prepaid bank gift card usage is subject to the issuing company’s complete terms and conditions, including expiration dates.

- 6. WINNER NOTIFICATION & VERIFICATION:** Each potential Winner will be notified by the Administrator on or about December 11, 2024 via the email address of the Family Contact Person provided by the Nominator at the time of Nomination. The potential winning family’s Family Representative (as described in the Eligibility section of these Official Rules) who has been designated to accept the Prize on the Nominee Family’s behalf, will be required to respond to the Administrator’s notification within three (3) days of notification with their full name, email address, mailing address and a copy of a valid form of ID, such as a Driver’s License or other government-issued ID. Noncompliance will result in disqualification of the Nominee Family and the Nominee Family with the next highest judging score in the State Prize Pool will be declared the potential Winner and will be notified. Prizes will be awarded within 45 days of Winner verification. Nominators and non-winning Nominee Families will not be notified.

By accepting a Prize, Family Representatives, on behalf of their family, agree to release the Released Parties (as defined below) from any and all liability, loss or damage of any kind arising out of or in connection with your participation in this Contest or with respect to the awarding, receipt, possession, use and/or misuse of any Prize.

If a prize notification or prize is returned as undeliverable, or if a Winner is found to be ineligible or not in compliance with these Official Rules, that Winner will be disqualified, and the Prize may be awarded to the Nominee Family with the next highest judging score in the State Prize Pool. If Sponsor is unable to determine and verify a potential Winner after repeated attempts or if Sponsor fails to receive a sufficient number of eligible Nominations in any given State Prize Pool to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

- 7. PUBLICITY RELEASE:** Except where prohibited by law, acceptance of the Prize constitutes permission to use the Winner’s family name, Family Representative’s name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.
- 8. GENERAL CONDITIONS:** Participating Nominators and Winners agree to these Official Rules and the decisions of the Sponsor and Administrator, and release and hold the Sponsor, the Administrator, and their affiliated companies, and all other businesses involved in this Contest, as well as the employees,

officers, directors and agents of each (the “**Released Parties**”), from all claims and liability relating to their participation in the Contest, and the acceptance and use/misuse of the Prizes offered. Nominators and Winners waive all rights to claim punitive, incidental and consequential damages. Nominators and Winners assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Contest, acceptance, possession, or use/misuse of the prizes, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of any prize. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

No confidential relationship is established by any Nominator, Winner or Sponsor as a result of participating in the Contest. None of the information submitted by the Nominator will be treated as trade secrets, confidential information or as protected data.

By participating in the Contest, Nominators and Winners (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, Sponsor may disqualify any suspect Nominations, individuals or Nominee Family from the Contest and any promotion it sponsors and (a) suspend the Contest and modify the Contest to address the impairment, then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes at random from among the eligible, non-suspect Nominations received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A

VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- 9. DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Nominators, Nominee Families, Winners, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

Any dispute, claim or controversy arising out of or relating to this Contest, shall be resolved by arbitration in Durant, Oklahoma before one arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules (“**JAMS rules**”). The JAMS rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in Oklahoma. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential or incidental damages or have damages multiplied or otherwise increased, including attorneys’ fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. Participants agree that the rights and obligations of any promotion participant and/or any other party shall be resolved individually, without resort to any form of class action. Any demand for arbitration must be filed within one year of the time the cause of action occurred, or the cause of action shall be forever barred.

- 10. WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after December 11, 2024), send a stamped, self-addressed envelope (no later than [January 13, 2025]) to: **The Vyve Broadband Holiday Contest Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

- 11. SPONSOR / ADMINISTRATOR:** Sponsor: Vyve Broadband, 1501 W Mississippi Street, Durant, Oklahoma 74701. Administrator: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044