

VYVE BROADBAND SWEEPSTAKES OFFICIAL RULES

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

By participating in the **[Sweepstakes Name]** Sweepstakes (the “Sweepstakes”), you (an, “Entrant”) unconditionally accept and agree to comply with and abide by these Official Rules (the “Official Rules”) and the decisions of Vyve Broadband (the “Sponsor”) which shall be final and binding in all respects. All applicable federal, state, and local laws and regulations apply.

- 1. SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins at **[INSERT START TIME]** AM Eastern Time (“ET”) on **[INSERT START DATE]** and ends at **[INSERT END TIME]** PM **ET** on **[INSERT END DATE]** (the “Sweepstakes Period”). The Sponsor’s computer shall be the official timekeeping device for this Sweepstakes.
- 2. ELIGIBILITY:** The Sweepstakes is open to legal residents of **[INSERT ELIGIBLE STATES]** who are age 18 or older and the age of majority in their state of residence at the time of entry. Void outside these geographic areas and wherever else prohibited by law. Employees of the Sponsor 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 enter.
- 3. HOW TO ENTER:** During the Sweepstakes Period, visit the Sweepstakes Website by scanning a QR code found on Sweepstakes Signage using your web-enabled mobile device or directly visit **[INSERT URL FOR SWEEPSTAKES WEBSITE]** (the “Sweepstakes Website”). Upon visiting the Sweepstakes Website, follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the “Entry”). All entries become the property of the Sponsor and will not be acknowledged or returned. Entrants are subject to all notices posted, including, but not limited to the Sponsor’s Privacy Policy, which can be found at <https://www.vyvebroadband.com/policies/>. **There is a limit of one (1) Entry allowed per Entrant.** Although subsequent attempts to enter may be received, only the first complete Entry received from a particular Entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Important Notice for QR Code means of entry. Message and data rates may apply if a mobile device is used for entry. Entrant's wireless service provider may charge entrant for data usage, and entrant shall be responsible for any and all costs associated with this form of entry. Check with your wireless service provider for details. Wireless internet access may not be available in certain areas and is not available on all mobile devices or through all wireless service providers.

- 4. PRIZE AND ODDS OF WINNING:** There is one (1) prize available to be won. One (1) prize winner (the “Winner”) will receive **[INSERT PRIZE DESCRIPTION]** (the “Prize”). **The approximate retail value of the Prize is: [INSERT RETAIL VALUE OF PRIZE].** Odds of winning will depend on the total number of eligible Entries received during the Sweepstakes Period.

Prize is 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 prize not specified herein are the Winner's sole responsibility.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

Winner is responsible for all federal, state, local and income taxes associated with winning the Prize.

5. **RANDOM DRAWING:** The Winner will be selected in a random drawing on or about **[INSERT DATE OF DRAWING—NEEDS TO BE AFTER SWEEPSTAKES ENDS]** from among all eligible Entries received during the Sweepstakes Period by the Sponsor whose decisions are final.
6. **WINNER NOTIFICATION & VERIFICATION:** The potential Winner will be notified by the Sponsor via email and/or phone, and will be required to confirm their name and mailing address within **[INSERT # OF DAYS]** days of notification. Noncompliance will result in disqualification and an alternate winner may be selected. The Prize will be awarded within approximately 45 days after the winner is verified.

If a prize notification or prize is returned as undeliverable, or if 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 an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

7. **PUBLICITY RIGHTS:** Except where prohibited by law, entry and acceptance of prize constitute permission to use winner'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:** Entrants agree to these Official Rules and the decisions of the Sponsor, and release the Sponsor, and its affiliated companies, and all other businesses involved in this Sweepstakes, 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 Sweepstakes, and the acceptance and use/misuse of the prize offered. Entrants 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 Sweepstakes, acceptance, possession, or use/misuse of the prize, 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 Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an Entrant, Entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry 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 entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, entrant (i) agrees to be bound by these official rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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 Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES 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 SWEEPSTAKES, 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 PARTICIPATION IN THE SWEEPSTAKES OR ACCESS TO AND USE OF ANY

WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. **LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, 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 Entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of New York, 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 Sweepstakes, shall be resolved by arbitration in New York 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 New York. 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. **PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner’s list. Personal information collected from Entrants are subject to the Sponsor’s Privacy Policy, which can be found at <https://www.vyvebroadband.com/policies/>.

11. **WINNER CONFIRMATION REQUEST:** The first name, last initial and city/state of winner will be posted on [vyvebroadband.com/sweepstakes-information](https://www.vyvebroadband.com/sweepstakes-information) once winner confirmation is complete.

12. **SPONSOR:** Vyve Broadband, 1501 W Mississippi Street, Durant, Oklahoma 74701.

All trademarks used herein are the property of their respective owners in the United States and abroad. All rights reserved.