

## **Official Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

### **1. Eligibility**

HoustonSSC Love in this Club Contest (the “Contest”), powered by “The No-No List,” is open to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Employees of Houston Sports & Social Club, The No-No List, and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations. Void where prohibited.

### **2. Sponsor**

The Contest is sponsored by Houston Sports & Social Club LLC, located at 9800 Northwest Fwy Ste 100, Houston, TX 77092. The Contest is in no way sponsored, endorsed, administered by, or associated with Instagram or Facebook.

### **3. Agreement to Official Rules**

Participation in the Contest constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is a contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **4. Contest Period**

The Contest begins on February 1, 2022 at 12:01 a.m. Central Standard Time and ends on February 14, 2022 at 11:59 p.m. Central Standard Time (the “Contest Period”). Entries that are

submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest Period by using any of the following methods: Online.

## **5. How to Enter**

Online: Fill out the following form with entry information and submit. Entrant must provide the information requested. Limit one (1) entry per person, per email address, and per household for the duration of the Contest Period, regardless of method of entry. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned. If Entrant use fraudulent methods or otherwise attempt to circumvent the rules, Entrant submission may be removed.

Entry Form: <https://forms.gle/SRYh12EopK3duoLM7>

## **6. Winner Selection and Notification**

On or about February 18, 2022, the Sponsor will select potential winners based on public online voting and sponsor category voting for all eligible entries received. The odds of being selected depend on the number of entries received. The sponsor will attempt to notify the potential winner via telephone or email on or about February 18, 2022. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place from the remaining non-winning, eligible entries. Each potential Grand Prize winner will be required to complete, electronically sign and return a completed and executed Declaration of Compliance and Release as required within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance and Release within the required time period, or prize is returned undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by voting results from among all eligible entries. Only three (3) alternate

drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 6-8 weeks after the conclusion of the Contest. Sponsor shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. The specifics of the prize shall be solely determined by the Sponsor. No prize substitution shall be permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others by Winner is permitted. Acceptance of prize constitutes permission for the Sponsor to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

## **7. Prizes**

Grand Prize (1) - \$500.00 cash

Second (1), Third (1) - Prizes

## **8. Rights Granted by Entrants**

By entering this content (e.g., photo, video, text, etc.), Entrant understand and agree that the Sponsors, anyone acting on behalf of the Sponsors, and the Sponsor's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, Entrant entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, Entrant represent and warrants that Entrant entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If Entrant entry infringes upon the intellectual property right of another, Entrant will be disqualified at the sole discretion of the Sponsor. If the content of

Entrant entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, Entrant shall, at Entrant sole expense, defend or settle against such claims. Entrant shall indemnify, defend, and hold harmless the Sponsor from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the Sponsor may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

## **9. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problems, or in the event the Contest is unable to run as planned for any other reason, as determined by the Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a matter that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **10. Release and Limitations of Liability**

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against

any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads; (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the procession of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **11. Disputes**

THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES AND TEXAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights

and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Texas. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

## **12. Winners List**

To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Houston Sports and Social Club, 9800 Northwest Fwy Ste 100, Houston, TX 77092. Requests must be received no later than February 20, 2022 at 11:59 p.m. Central Standard Time.

\_\_\_ By checking here, Entrant, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.