

Terms of Use

URL: <https://www.workbar.com/terms-of-use-grant>

Workbar Small Business Grant Contest

Official Rules (“Official Rules”)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS IS A SKILL-BASED CONTEST. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST. THIS CONTEST, INCLUDING ANY ENTRY METHOD OR PRIZE OFFERED, MAY BE CANCELED OR POSTPONED BY SPONSOR, IN FULL OR IN PART AT ANY TIME, DUE TO REASONS RELATED TO THE ONGOING PANDEMIC (E.G., CORONAVIRUS/COVID-19). BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

I. ELIGIBILITY: The Workbar Small Business Grant Contest (“Contest”) is open only to individuals who are at the time and date of entry: (1) legal U.S. residents; (2) eighteen (18) years of age or older (or the age of majority in their state of residence, whichever is older) (which is eighteen (18) in most states, but is nineteen (19) in Alabama and Nebraska, and twenty-one (21) in Mississippi); and (3) a principal owner of a U.S.-based small minority-owned or operated business, as described below (referred to herein as, “Entrants”).

For the purpose of this Contest, a small business means a business with an annual revenue of one million dollars (\$1,000,000) or less, who are authorized signing officers at said business, and whose business is physically located in Massachusetts and is incorporated or otherwise considered a valid legal entity in good standing in its state of formation as of 12/1/23. For purposes of the Contest, a small business can be organized as a sole proprietorship, partnership, corporation, or any other legal entity that employs no more than fifteen (15) individuals on a full or part-time basis. For purposes of this contest, “minority-owned or operated business” is defined as a business which is at least 51% owned or operated by one or more minority individuals who are legal United States residents, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are legal United States residents, and both the management and daily business operations are controlled by one or more minority individuals. In order to be eligible, the small minority-owned or operated business must have a physical or mailing address in Massachusetts, and must have been in continual operation within the 6 months prior to 11/13/23. Operation of the Entrant’s business will be verified by the business’ Federal Employer Identification Number (EIN). Officers, directors and employees of Workbar

and any other entity or persons that develops, produces or distributes materials for or related to this Contest (collectively, the “Released Parties”), and members of the immediate families (defined for these purposes as including spouse, parents, grandparents, children, grandchildren, siblings, and each of their respective spouse) or households (whether legally related or not) of any of the above, are NOT eligible to enter or win this Contest. The Contest is void in U.S. Territories, including Guam, Puerto Rico and where prohibited by law. Winning a prize is contingent upon fulfilling all requirements set forth herein.

II. HOW THE CONTEST WORKS: The Contest consists of a Submission Period (defined below) in which one (1) winner will be identified, based on the judging procedure and criteria outlined below.

The Submission Period begins on or about 12:00:00 AM Eastern Standard Time (“EST”) on 11/13/23 and all Entries must be received on or before 11:59:59 PM EST on 12/15/23 (the “Submission Period”). Sponsor’s designated servers are the official time clock for this Contest.

III. HOW TO ENTER THE SUBMISSION PERIOD: Visit <https://www.workbar.com/grant-initiative> (the “Website”) during the Submission Period and follow the

instructions provided to complete and submit the entry form. The submitted entry form, inclusive of all required business information and business-related questions, will collectively be referred to as an “Entry” hereafter. Website’s server must receive all Entries by 11:59:59 PM EST on 12/15/23. Limit one (1) Entry per Entrant, per email address, per small business for the duration of the Submission Period. If Entrant submits more than one (1) Entry, all Entries received after the first Entry will be void. Once the Entry is completed and submitted, the Entry is final and may not be modified or edited. All Entries must meet the Entry Requirements set forth below. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor’s sole and absolute discretion. All Entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor’s sole and absolute discretion. Entries generated by script, macro or other automated means, i.e. of a bot origin, and Entries by any means which subvert the Entry process are void. By registering, and clicking on the “Enter Contest” button, you certify that you acknowledge and are in compliance with these Official Rules, including, without limitation, all eligibility requirements. By entering, you also acknowledge compliance with the Terms of Use for the Sponsor’s Website at <https://www.workbar.com/terms-of-use-grant>. Sponsor reserves the right to disqualify any Entry that it determines, in its sole discretion, has violated any provision of these Official Rules as applicable, and its decision in this regard is final. Proof that you entered the Contest does not constitute evidence of receipt by Sponsor within the required deadline. All Entries and information become the property of the Sponsor and will not be acknowledged or returned. Assurance of delivery of Entries is the sole responsibility of the Entrant. In the event of a dispute as to the identity of any Entrant who submits an Entry, the Entry will be deemed submitted by the account holder of the email account from which it was sent but only if such person is otherwise eligible. The “account holder” is the person assigned an email address or username by the entity responsible for assigning it (e.g., Yahoo). Winners may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor’s satisfaction, the Entry will be deemed ineligible. Sponsor, Administrator and affiliated

entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries.

Entry Requirements:

- In addition to that described above, all Entries must further meet the following criteria, as determined within Sponsor's final sole discretion:
- Entries that contain or otherwise infringe on any third-party names, trademarks, identities, copyrighted or patented material, and/or other material subject to third party rights are prohibited;
- Entries that include any reference to any patents and/or trade secrets of Sponsor or Released Parties and/or its competitors are prohibited;
- Entries that are obscene, offensive, contain any profanities, endorse any form of hate or hate group, or any language or images communicating messages inconsistent with the positive images to which Sponsor and/or Released Parties wishes to associate will be void;
- Entries cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Entries cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entries cannot contain disparaging remarks, defame, misrepresent, invade the publicity, third party rights and/or the privacy rights of Sponsor, Released Parties, their products or any trademarks or other intellectual property they own, other products or companies, or any person, living or deceased;
- - Entries cannot contain trademarks owned by others, or advertise or promote any brand or product of any kind, or contain any personal identifiable information, such as personal names, email addresses, etc.;
- Entries cannot communicate messages inconsistent with the positive images and/or goodwill to which Released Parties associate; and
- Entries cannot be in violation of any law, statute, regulation, or ordinance.

Sponsor reserves the right to void and disqualify any Entry not satisfying these requirements, as determined within Sponsor's final sole discretion.

By submitting an Entry, you agree that: (i) the Entry does not violate any law or regulation or any right of any third party, including those laws, regulations, and rights related to copyrights, trademarks, publicity, or privacy, (ii) you have the right to grant the rights to the Entry as provided in these Official Rules, (iii) () You will indemnify, defend and hold harmless Released Parties from any claims to the contrary. Further, by submitting an Entry, you grant permission and a perpetual, non-exclusive, royalty-free, no-cost, worldwide, irrevocable right and license for Released Parties to publish, post, adapt, edit, display, exploit and/or modify or otherwise use the Entry and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised , throughout the universe.

Entrant further agrees that submission of an Entry is gratuitous and made without restriction and will not place Sponsor and/or Released Parties under any obligation and that Sponsor and Released Parties are free to discuss or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to Entrant. Each Entrant acknowledges that Entries are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Each Entrant acknowledges that Sponsor and other Entrants may have created ideas and concepts contained in their Entries that may have familiarities or similarities to his/her own Entry, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate Entrants for their Entry and there is no obligation for any Released Party to pay or otherwise compensate Entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. Entrant acknowledges that, by acceptance of their Entry, Released Parties do not waive any rights to use similar or related ideas previously known to Released Parties, or developed by its employees, or obtained from sources other than Entrant. Sponsor and/or Released Parties reserve the right to screen Entries, but may post Entries without editing or other prior review. Entrant acknowledges that Sponsor and/or Released Parties have no obligation to use or post any Entry that he/she submits. For all social media postings of Entries made by Sponsor and/or Released Parties, posting of such content is for entertainment purposes only and does not relate to winner selection. Entrant, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Sponsor reserves the right to request from Entrant at any time proof that Entrant maintains all necessary rights in their Entry in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the Entrant being disqualified from the Contest.

No correspondence about Entries will be entered into, nor will Entries be acknowledged or returned. Incomplete Entries, Entries not responding to the theme, Entries that do not comply with the Entry Requirements, and/or Entries which may contain obscene, offensive, or any images or language communicating messages inconsistent with the positive images to which Sponsor and/or Released Parties wishes to associate will be void. Entries whose work includes the names, images, or likenesses of third parties or contains elements not owned by the participant (such as, but not limited to, depictions of persons, landmarks, trademarks or logos) must be able to provide legal releases for such use including Released Parties' use of such Entry, in a form satisfactory to Sponsor, upon request. Proof of Entry does not constitute Sponsor's proof of receipt. Entries that contain or otherwise infringe on any third-party names, trademarks, music, identities, copyrighted material, and/or other material subject to third party rights are prohibited. Subject to these Official Rules and except where otherwise prohibited by law, all winning Entries are deemed to be assigned to Sponsor and will not be returned. If required information is not included, Entry will be disqualified.

IV. JUDGING PROCEDURE AND CRITERIA: All eligible Entries received during the Submission Period will be judged on the following criteria by Sponsor and its designees: 1) Meets criteria of competition 2) Level of creativity in the overall submission 3) Differentiation from the competition 4) Business need for grant 5) Level of impact that COVID-19 has had on the business. The two (2) Entries with the highest scores, as determined by the judges, in their sole discretion, will be declared potential Grand Prize winners (subject to verification of eligibility and compliance with these Official Rules (see "Winner Notification" section below). The next five (5) Entries with the highest scores as determined by the judges, in their sole discretion, will be declared potential First Prize winners (subject to verification of eligibility and compliance with these Official Rules (see "Winner Notification" section below). In the event of a tie for any prize level, the tied Entries for such prize will be re-judged based on: Business need for the grant. If there is still a tie, Sponsor will bring in a tie breaking judge to apply the same judging criteria to break the tie and determine the potential winners. Sponsor reserves the right to select fewer than three (3) winners if, in their sole discretion, they do not receive a sufficient number of eligible and qualified Entries.

By participating, Entrants agree to abide by these Official Rules and the decisions of the Sponsor and judges, which are final and binding in all matters relating to this Contest.

V. WINNER NOTIFICATION: Potential winners will be determined approximately nine (9) business days following the completion of the Submission Period and will be notified by Administrator by telephone and/or email and/or traceable method of overnight delivery. Potential winners will be required to execute and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release (collectively, "Prize Acceptance Documents") and any other documents and third-party consents as may be required by Sponsor within one (1) day of date of issuance of notification.

Prize winner status is subject to verification of eligibility and compliance with these Official Rules. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's email account to receive email messages. Should a potential winner decide to decline his/her prize for any reason whatsoever or not respond to the prize notification by the applicable response deadline, Sponsor shall have no further obligation to that potential winner and an alternate winner may be selected based on the selection process above, if time permits. Prizes will be awarded to the principal owner of the small business, as submitted in the Entry. If prize award is in conflict with small business policy or not feasible after Sponsor's good faith effort to obtain verifiable small business principal owner contact details, prize will be forfeited and, at Sponsor's discretion and time permitting, a runner-up may be selected. Neither Sponsor, nor anyone acting on its behalf, is required to enter into communications with any Entrant regarding the Contest other than to notify a potential prize winner.

VI. THREE (3) PRIZES: One (1) Grand Prizes: \$5,000 awarded in the form of a check, issued to (1) Grand Prize winner registered name of business per the entry form. Approximate Retail Value ("ARV") of Grand Prize is \$11,000.00. Two (2) Runner's Up Prizes: 3-Month Coworking Membership with Workbar ARV of the Runner's Up Prizes is \$3,000. Prize winners are required to comply with any and all applicable federal, state and local laws, and for any other fees or costs associated with the prize he/she receives. Prize winners will be solely responsible for all

federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether they, in whole or in part, are used. The ARV of the prizes 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. The winners may be required to provide Sponsor with a valid social security number before the prizes will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winners for the actual value of the prizes received. The value of the prize awarded will be reported for tax purposes, as required by law. No transfer, assignment, or substitution of prize except by Sponsor, at its sole discretion, due to causes otherwise determined solely by Sponsor, and then for a prize of equal or greater value. Unclaimed prizes will be forfeited. Prizes, if legitimately claimed, will be awarded.

TOTAL ARV OF ALL PRIZES: \$14,000.

VII. ADDITIONAL TERMS: Except as provided herein, no transfer, assignment, cash redemption or substitution of prize(s) except by Sponsor, at their sole discretion, due to prize unavailability or causes otherwise determined solely by Sponsor, and then for a prize of equal or greater value. By participating, Entrants agree: 1) to be bound by these Official Rules; 2) agree that Released Parties, and each of their respective agents, successors, assigns and other designees, shall have the right and permission (unless prohibited by law) to use Entrant's name, business name, photograph, city/state of residence, likeness, statements, biographical information, voice and/or prize information for any and all public relations, advertising, promotional purposes and/or any forms of media and by all manners (now and hereafter known), worldwide, including the Internet, in perpetuity, without notice, consent, review or approval or further compensation, except where prohibited by law; and (3) Released Parties shall have no liability and Entrant will defend, indemnify, release and hold harmless Sponsor and the other Released Parties from and against any liability, loss, injury or damage of any kind (including attorneys' fees) to any person or entity, including, without limitation, personal injury, death or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of: (i) Entrant's entry/participation in the Contest; (ii) any materials he or she may submit in connection herewith; (iii) the acceptance, possession, use or misuse of a prize or participation in any activities associated with the Contest or any prize awarded in connection herewith; (iv) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize. Sponsor reserves the right, in its sole discretion, to void any and all Entries of an Entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Contest and to modify, suspend, and/or terminate this Contest (or portion thereof) should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Contest and, in the case of termination, at its discretion award the prizes in accordance with same judging criteria set forth above (with or without the Panel scores, as determined by Released Parties in its sole discretion) from among all non-suspect Entries received prior to suspect event requiring such modification, termination, or suspension.

In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, or local law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in their sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any Entrant found to be, or suspected of: (i) tampering with the Entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. Released Parties make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and disclaim any implied warranty. Without limiting the generality of the foregoing, Entrants agree that the Released Parties: (a) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prizes provided in connection with the Contest; and (b) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these 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. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

VIII. PRIVACY AND OPT-IN: Your participation by your Entry constitutes your consent to participate in this Contest and consent for Released Parties to obtain, use, and share your Entry, name, business name, address, email and other details (collectively, "Contest Data") for Contest administration purposes. For information regarding Sponsor's privacy practices, please visit <http://www.workbar.com/privacy-policy>.

IX. ENTRY ERRORS/TAMPERING: Released Parties are not responsible for late, lost, stolen, illegible, incomplete, misdirected, delayed, garbled, damaged, inaccurate or undelivered emails, Entries, theft, destruction or unauthorized access to, or alteration of Contest Data, defect/delay in transmission or communication, including, but not limited to, recording failures, or for telephonic, human or computer failures, problems or errors, interruptions in service leveraged to create an Entry, whether due to system upgrades, repairs, modifications or other causes, defect or delay in transmission, connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, recording/filming systems, electronic equipment, computer hardware or software failures, inaccurate Entry information, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions, errors or delays, whether caused by equipment, programming, human error, acts of God or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of Entries, Contest Data processing, the tabulation of judging points, the announcement of the prize and winner, the cancellation or postponement of the Contest, for any injury or damage to participant's or any other person's computer or other device relating to or resulting from participation in this Contest, or for printing, typographical, human or other errors appearing in these Official Rules, in any Contest advertisements or other materials. Use of any device to automate or subvert Entry is prohibited and any Entries received by such means will be void. No software-generated, robotic, programmed, script, macro or other automated Entries are permitted and any Entries received by such means will be void.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The Sponsor reserves the right to void all entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method and to disqualify any individual using such a method. Any Entrant determined to be involved in such prohibited activity will not be eligible to receive a prize in this Contest.

X. DISPUTE RESOLUTION: Except where prohibited, each Entrant agrees that this Contest shall be governed by and construed in accordance with, the laws of the state of California without giving effect to its or any other state's choice of law or conflict of law statutes, regulations or rules. Entrants agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with the Contest shall be resolved, upon the election by either the Entrant, Sponsor and/or its affiliates (each a "Party") by arbitration conducted by telephone, online and/or be solely based on written submissions without any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the Participant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER PARTICIPANT OR SPONSOR NOR WEBSITE

HOST WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT PARTICIPANT WOULD HAVE IF PARTICIPANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. Unless the Entrant and Sponsor mutually agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator's authority to resolve Claims is limited to Claims between the Sponsor and/or its affiliates and Entrant, alone and the arbitrator's authority to make awards is limited to awards to the Sponsor and/or its affiliates and the Participant alone. Furthermore, claims brought by either Party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all Parties. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim.

No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named Party to the arbitration. Notwithstanding any other provision in these Official Rules and without waiving either Party's right to appeal such decision, should any portion of this paragraph be deemed invalid or unenforceable, then the entirety of this arbitration provision (other than this sentence and the paragraph below) shall be null and void.

If arbitration is not used to resolve a claim, ENTRANT AGREES THAT THERE WILL NOT BE A JURY TRIAL. ENTRANT AND SPONSOR EACH UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTEST IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT. Participant agrees that this Contest shall be subject to and governed by the laws of the State of California, without giving any effect to the principals of conflicts of law, and the forum for any dispute shall be in Los Angeles, California.

XI. WINNERS LIST: For a list of winners, send a self-addressed, stamped envelope to be received by 1/30/23 to: Workbar, 399 Boylston St. 6th Floor, Boston, MA 02116

XII. SPONSOR: Workbar, 399 Boylston St. 6th Floor, Boston, MA 02116

The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Contest or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with Contest advertisements or the Contest.