



## **OFFICIAL RULES**

### **1. Contest Period**

Member Extravaganza ("Contest") begins April 1, 2024, and runs through May 31, 2024. Only applications dated between these dates will be eligible. No other dates apply. Qualifying applications and proofs of payment must be received by BNI HQ by 5:00 p.m. Eastern Standard Time, Friday, June 14, 2024. Incomplete applications will not be counted. By participating in the Contest, each entrant agrees to abide by and be bound by these Official Rules. Entrants further agree to abide by and be bound by all decisions of BNI Global, LLC (the "Sponsor"), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prizes, including without limitation eligibility and/or disqualification of entries.

### **2. Eligibility**

Members who sponsor new Members into any chapter within the same region will qualify for the drawing when three (3) or more new Members total have joined the chapter or when a Member sponsors three (3) or more new Members in the same region. There will be at least one (1) winner per region. Sponsoring Members that qualify for the Contest will get one chance in the drawing for each new Member they sponsor. If no sponsor is listed on the application, no credit will be given to a sponsoring Member. If two sponsors are listed, the first one gets the credit. Leadership Teams please clarify with the new Member *before* submitting the completed application. Once the application is submitted, no changes can be made to the sponsor. Your BNI membership must be current and in good standing at the time of the drawing and on the cruise dates. Chapters chartering between April 1, 2024 and May 31, 2024, are not be eligible to participate in the Contest. Employees of Sponsor and employees of Sponsor's affiliates are not eligible to participate in the Contest.

### **3. Prizes**

Winners receive a 4-Day, 3-Night cruise to Coco Cay and Nassau, Bahamas for two. The travel dates are October 4-7, 2024. Departure is from Miami, FL. Ground transportation to and from the Miami airport and the port is included. This cruise is nontransferable and has no cash value.

Any other costs or expenses associated with the Prize not specified herein will be the responsibility of the selected winner.

### **4. How to Win**

A drawing at random will be held by your Regional Director no later than July 5, 2024, and winners will be notified shortly thereafter via phone call. One (1) winner will be selected per BNI region or contiguous region. If no Member or Chapter qualifies for the Contest, a winner will be randomly drawn from all sponsoring Members in the region or contiguous region. In the event the winner does not want to participate in the cruise, another winner will be randomly drawn.

### **5. Prize Claim Conditions**

In order to be declared a winner, the selected entrant must: (i) respond to notification of selection (and provide their Regional Director with the selected entrant's email address) within three (3) business days of first attempt by Regional Director; (ii) sign and return to Regional Director, within three (3) business days of it being sent by Regional Director, a written declaration and release form, releasing Sponsor from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the "Release"); (iii) sign and return to Regional Director, within three (3) business days of it being sent by the Regional Director, an IRS form W-9; and (iv) otherwise comply with these Official Rules. Return of the Prize, or any part thereof, or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within three (3) business days of first attempt by Regional Director



failure to provide a valid email address, failure to provide proof of eligibility (if requested), release documents, IRS form W-9, or other required documentation within the time frame specified, or other non-compliance with these Official Rules may result in disqualification, forfeiture of the Prize, or part thereof.

#### **6. Right to Void / Terminate / Suspend / Modify**

Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor or event arises that could interfere with the proper conduct, administration, security or impartiality of the Contest as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to tampering, unauthorized intervention, fraud, which, in the sole discretion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the Prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

#### **7. Limitation of Liability and Releases**

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT SPONSOR AND ITS AFFILIATES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM A PRIZE, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE. FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT SPONSOR AND ITS AFFILIATES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE SPONSOR'S WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY.

Without limiting the foregoing, neither Sponsor and its affiliates, nor any of Sponsor's suppliers or contractors shall be responsible for: (a) any incomplete or inaccurate information that is caused by the Sponsor's Website users or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (c) failure of any e-mail or any Contest entry to be received by or from the Sponsor for any reason, including but not limited to, traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; or (h) any failure of the entry, draw or other Contest process.

#### **8. Protection Of Personal Information**

Unless otherwise authorized by the entrant, any personal information provided by the entrant when they enter the Contest will be used solely by the Sponsor and its authorized agents for the purposes of administering the Contest and prize fulfillment. All personal information the Sponsor or its authorized agents





collect will be handled in accordance with the Sponsor's privacy policy which may be found at: <https://www.bni.com/privacy-policy>

#### **9. Publicity**

By entering the Contest, the winner authorizes the Sponsor to use, in any media (including the Internet) in perpetuity, their name, photograph, likeness, voice, place of residence and/or statement regarding the Prize for publicity and advertising purposes, without any compensation.

#### **10. Taxes.**

Winner will be responsible for all taxes (federal, state, and local) and all expenses not listed herein related to acceptance and use of any prize. Any person winning \$600 or more worth of prizes from Sponsor in a calendar year will receive an IRS form 1099 after the end of the calendar year in which the prizes were awarded and a copy of such form will be filed with the Internal Revenue Service (IRS).

#### **11. General Conditions**

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). By participating in the Contest, each entrant agrees that Sponsor has not made, with respect to each of their own products/services provided as a prize or part thereof (if applicable), any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. The Sponsor is not responsible for lost, misdirected or delayed entries. Entrants agree to abide by these Official Rules. Decisions of Sponsor will be final and binding on all matters pertaining to this Contest.

Contest is subject to all applicable federal, provincial and municipal laws. 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 shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof.

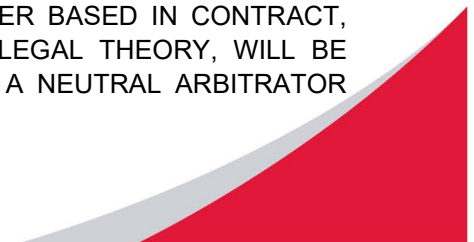
#### **12. Interpretation**

In the event of any discrepancy or inconsistency between the provisions of the Contest Official Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or radio, television, print, outdoor or online advertising, the provisions of the Contest Official Rules shall prevail and govern. The headings of the sections of the Contest Official Rules are for convenience of reference only and shall not affect the interpretation of the Contest Official Rules.

#### **13. Governing Law and Dispute Resolution**

This Contest is governed by the laws of the United States (including federal arbitration law) and the State of North Carolina, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THE CONTEST OR THE OFFICIAL RULES OR ANY ASPECT OF THE RELATIONSHIP BETWEEN ENTRANTS AND THE SPONSOR, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR





INSTEAD OF IN A COURT BY A JUDGE OR JURY AND ENTRANTS AGREE THAT ENTRANTS ARE WAIVING THE RIGHT TO TRIAL BY A JURY. SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE.

YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

Any dispute, claim or cause of action arising out of or in connection with the Contest or the Official Rules will be finally settled by arbitration to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") and the terms of this Section. The following procedure applies to such arbitration: the tribunal must consist of a single arbitrator who the Parties shall appoint in accordance with the Rules (the "Arbitrator"); the arbitration must take place in Charlotte, North Carolina (in the United States); the language of the arbitration must be English. Where possible, the Parties shall look to leverage video conferencing as a way of meeting. Any document not in English must be translated into English by and at the expense of the party submitting it; if the Arbitrator dies, resigns, or becomes unable to act, the Parties shall appoint a new Arbitrator; upon conclusion of the arbitration, the Arbitrator must issue his/her award in writing; the Arbitrator may make an order for the payment of interest on any amount claimed and an order for the payment of costs; the costs and expenses of arbitration (including the Arbitrator's fees and expenses, the cost of hiring premises for hearings and the cost of related facilities, the cost of shorthand writers and typists if transcripts of hearings are to be taken) will be borne 50% by Sponsor and 50% by the other party to the arbitration, except that each party shall be responsible for any costs associated with traveling and lodging and their own legal fees; any matter relating to the conduct of the arbitration or to the interpretation of this Section must be determined by the Arbitrator, whose decision will be final and binding upon the Parties; and, the Parties shall keep the entire arbitration proceeding, including all claims, materials and disputes involved therewith, strictly confidential, unless Organization agrees otherwise in writing. Each party hereby acknowledges that any and all awards made against it by the Arbitrator will be binding on, and enforceable against, it pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards and New York Convention.

