

The Kill Devil Club CONTEST RULES

These rules apply to all contests conducted by FSL Management, LLC d/b/a The Kill Devil Club, **unless otherwise set forth in specific contest rules for a particular contest**. Specific contest rules will be available at the Venue, at 432 S. Fourth Street, Louisville, KY 40202, and on the Venue's website at www.killdevilclubky.com.

Who Can Enter

1. Must be a legal resident of one of the forty- seven (47) states of the United States and the District of Columbia (void in Rhode Island, New York, Florida, Puerto Rico, all U.S. territories and possessions and all overseas military installations) who are at least twenty-one (21) years of age or older on the date of entry. Venue reserves the right to examine identification and may reasonably choose to accept or deny awarding the prize based on the identification presented.
2. Employees (including, without limitation, part-time or temporary employees) of the Venue and contest sponsors their respective parent entities, subsidiaries, affiliated companies and advertising and promotion agencies and the immediate family (i.e., current and ex- spouses, parents, grandparents, children, grandchildren, and siblings and in-laws and steps in any of the foregoing categories) and other household members (i.e., roommates, housemates, significant others, and partners of each legally residing at the same address) of each are NOT eligible.

Entry/Winning

3. NO PURCHASE NECESSARY OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN VENUE CONTESTS.
4. All entries become the property of the Venue and will not be acknowledged or returned. Entries received that are mutilated, tampered with, illegible, and incomplete or from ineligible entrants may be disqualified in Venue's sole discretion. Entries that are determined to be fraudulent will be void, and the person making such an entry or suspected of fraud or tampering with any contest may be barred from further participation in that contest and, in Venue's sole discretion on a case by case basis, banned from any future participation in any Venue contest.
5. One or more contests may be announced from time to time. Venue may run more than one contest simultaneously, so entrant must specify which contest s/he is entering.
6. Depending on the contest, the Venue will announce the timing of the required method of entry/winning. All references in this Section 7 to an "announcement" or to any information to be "announced" may be announced via email, sms, internet posts, blog posts, text message, instant message, social network posts, on-site, and/or via point of purchase displays, materials or handouts. The following apply to the applicable entry/winning methods designated:
 - a. **For mail-in contests:** Entries must be received at the announced address by the announced deadline. Entries will only be accepted by U.S. mail. Only one entry per envelope is permitted (additional entries within the same envelope will be disregarded). If the mail-in contest requires the use of an official entry form, only official entry blanks that are handwritten are eligible and official contest entry blanks are only available while supplies last at each participating distribution location.
 - b. **For on-site entry box contests:** Entries must be deposited in the official entry box by the announced deadline. Only official entry blanks that are handwritten are eligible (no mechanical reproductions will be accepted). Official contest entry blanks are only available at the location of the official entry box, while supplies last.
 - c. **For internet based entries (whether via email, social networks, online submissions, or the Venue's Club (as defined below)):**
 - i. Entrants will be asked to go to a particular website (whether the Venue's main website at www.killdevilclubky.com, a Venue social networking page (for example, Facebook), or an alternative website that can be accessed directly or as a link through www.killdevilclubky.com which alternative website is hereinafter referred to as a "MicroSite") (collectively, a "Website") on particular days and times to enter a contest, as announced. Criteria for winning and/or conditions for entry will be announced by Venue, which may include, without limitation, one or more of the following types of modes of entry/winning: (a) answering survey questions, (b) correctly answering trivia questions, (c) making predictions or guesses with respect to certain upcoming events, (d) submitting essays (of specified lengths), photos, videos or audio, (e) "liking" or taking similar action with respect to a Venue social networking page in order to access an entry form or to be automatically entered into a contest, or (f) simply completing entry forms with contact information.
 - ii. Contests may require that entrants be a member of (or "like") the Venue's online club, social networking page or texting club in order to enter. In addition, entrants may be provided with an opportunity to opt-in for membership/participation as part of the entry process or, in the alternative, may be required to become a member/participate in clubs of (for example, email clubs, text clubs, and rewards programs) or to receive solicitations from Venue and/or its contest sponsors.
 - iii. When entry requires membership in the Venue's on-line club (the "**Club**"): (in addition to the other relevant provisions set forth in these rules): Membership is free. The Club is an internet club that will entitle members to, among other things, receive information from Venue and its clients, enter contests, participate in surveys and enjoy many other opportunities. To join the Club go to www.killdevilclubky.com and click on the link for the Club and provide all required information (incomplete registrations may be invalidated in Venue's sole discretion). In the event of a dispute regarding the identity of a member, the holder of the registered account will be deemed the person who submitted the membership. The holder of the account is the natural person who is assigned the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses. Limit one membership per e-mail address. Members are required to provide truthful information when completing Club membership registration form. If a Member cancels his/her membership during any contest in which such Member is entered (or was automatically entered), such Member may no longer be eligible to win a prize in such contest, in Venue's sole discretion.
 - iv. When entry requires membership to, or registration with, a third party social network (e.g., Facebook or Twitter) (such person "**Users**"): In the event of a dispute regarding the identity of a User, a person who can demonstrate the ability to log into the applicable account with the correct user name and password will be deemed the User who submitted the entry. Users acknowledge that the third party social network sites ("Social Network Sites") are not affiliated with the Venue and, therefore, Venue cannot control certain factors relating to such sites, including, without limitation, errors, cancellation of User accounts or technical malfunctions associated with any Social Network Site that may affect any entrant's ability to enter, win, view, be advised of, be eligible for or be properly considered in a particular Venue contest. Contest entry via Social Network Sites may be by one of the following means: (i) Users may be automatically entered in contests from time to time (e.g., all Followers of the applicable Venue Twitter account or all Friends or Fan, or people who Like a page or such other terminology used from time to time (as applicable) of the Venue's page on Facebook); (ii) User may be required to email the Venue or visit the Venue's website to enter; (iii) User may be required to post a comment or take other action to be entered (e.g., changing the User's profile picture) with respect to User's Social Network Site account; or (iv) other means of entry as announced by Venue. With respect to any Venue Facebook pages (if any), Venue has no obligation whatsoever to "accept" (and reserves the right to freely reject, in its sole discretion in each specific instance) any particular Friend request and any such rejection by Venue of a Friend request shall render the requestor ineligible to enter and/or win any contests that require being a "Friend" in order to participate. Certain contests administered through a Venue Facebook page may require that an entrant "like" a Venue page in order to access an entry form or to be automatically entered into certain Venue contests. By entering Venue contests via a third party social network site, you are authorizing Venue to access, utilize and/or pre-load applicable portions of your social network site information (i.e. Facebook profile) into the entry form (although clicking on a separate button may be required to access this function, for example clicking on a "Facebook Login" button). Venue reserves the right, at any time and for any reason or for no reason, to disassociate any person from its social media network page/following by any means then technically available to it (for example, "blocking" a Fan from liking the Venue's Facebook page). **Social networking site operators (including, without limitation, Facebook) are in no way a sponsor, endorser or administrator of Venue contests and are not affiliated with Venue or its contests in any manner. Entry information provided in Venue contests through social networking sites is being provided to Venue, not the associated social networking site operator (for example, Facebook). Some Venue Facebook page contests may allow entrants to obtain "extra" entries if they "share" their entry with a friend and that friend validly enters**

that contest using the link provided by the entrant, provided that (i) the total number of “extra” entries can be capped at a maximum number of “extra” entries, as announced by Venue, and (ii) if that friend previously entered that contest through a link from another entrant, his/her attempt to enter the contest through subsequent shared links may not constitute a “valid” entry (in which case, subsequent entrants will not get “extra” entries for that particular friend).

v. From time to time, Venue online contests may utilize certain contesting software owned and/or administered by third parties (“Game Administrator”). In such event, entrants may be required to have or to establish an account with such Game Administrator but all such account shall be free and entry may be limited to one entry per Game Administrator account or limited in any other way announced. The requirements and limitations on setting up an account will be governed by that Game Administrator and entrants should refer to the Game Administrator’s terms and conditions (for example, a Game Administrator may only require one account per email address). Game Administrators are not sponsors of Venue contests but entrants may be required, as part of the entry process, to agree and consent to their terms of service and/or privacy policy (both of which will be available via a link during the entry and account registration process) (collectively, the “Game Administrator Policies”). While agreement to the Game Administrator Policies may be required in order to enter a Venue contest, the Game Administrator Policies are not a part of these contest rules but are a separate agreement between the entrant and the Game Administrator. With respect to the conduct of these contests, in the event of any conflict between the Game Administrator Policies and Venue contest rules, Venue contest rules will govern.

d. For text message based contests: In case of an identity dispute, the registered user of the text message account on the date of entry will be the recognized user. Participants acknowledge that messages are distributed via third party mobile network providers and, therefore, Venue cannot control certain factors relating to message delivery. Participants acknowledge that, depending on the recipient’s mobile provider service, it may not be possible to transmit the message to the recipient successfully. Venue does not claim or guarantee availability or performance of this service, including liability for transmission delays or message failures. Venue does not charge a fee for this service. It is each Participant’s responsibility to check with their individual carrier, as other charges may apply. BE ADVISED THAT IN SOME CASES, TEXTS TO THE VENUE WILL RESULT IN ONE OR MORE AUTOMATIC BOUNCE BACK MESSAGES, FOR WHICH PARTICIPANTS MAY INCUR A FEE FROM THEIR PROVIDER. Venue assumes no responsibility for charges incurred for text-messaging, including, without limitation, as a result of any bounce back messages or contest notices from the Venue. For texting contests, entrants will be asked to text specific information (as announced by Venue) to a designated telephone line (the phone number will be given in the announcement) at a particular time or times. At the time that texts are solicited, the criteria for winning will be announced (e.g., first text message received with the correct answer). Only those text messages to the specific shortcode provided, at the time texting is solicited, shall be eligible to win. Texting to the main Venue phone number, other Venue shortcode or any other phone number are not eligible. Winners will be selected in accordance with the criteria announced when text messages are solicited. If the Venue receives less than the requested number of text messages (e.g., only 9 text messages when the Venue is looking for the 10th texter to win) within a reasonable period of time (as determined by Venue), Venue reserves the right to re-conduct that contest at a later time or cancel that winning opportunity and not award the associated prize.

e. Photo Contests: Contests requiring that entrants submit photographs (via email, text message, mail, fax, online upload, social networking site posts or other mode announced), the following provisions will apply:

i. Electronic submissions of entry photos may only be submitted in one of the following formats: .jpeg, .eps or .pdf. Posts to third party sites (like social networking sites) will be accepted only in the formats accepted by such third party.

ii. All entrants who submit a photo agree to the following (and Venue may (but is not obligated to) require, as a condition of entry, that entrants sign a separate agreement or, with respect to online entries, affirmatively check a box or an “I agree” button agreeing to some or all of the provisions set forth in this Section 7(h) and/or other requirements):

- Entrant represents and warrants that he/she own the rights to, or has obtained permission to use, the photo submitted.
- Entrant represents and warrants that he/she authorizes Venue to post the photo on Venue’s website or social network sites.
- Entrant agrees and acknowledges that Venue and contest sponsors and their respective affiliates, parents, employees, agents and all other related sponsors may use for advertising and/or promotional purposes, entrant’s name, image, photo submission, other entry materials and/or biographical information on radio, TV broadcasts, newspaper advertisements, on websites and/or any other medium in connection with participation in this contest or otherwise without the payment of any additional compensation to you.
- Entrant understands and agrees that Venue shall be the sole and exclusive owner of the photograph submitted and agrees to sign any documents requested by Venue to evidence such transfer of ownership.

iii. Venue staff may review each photograph for unsuitable content, as determined in Venue’s sole discretion. All photographs containing any content Venue deems unsuitable shall be disqualified or edited in the sole discretion of Venue. No notification of such disqualification or editing will be provided. DO NOT SEND ANY PHOTOS CONTAINING NUDITY, INDECENCY, ILLEGAL DRUG USE, ILLEGAL ACTIVITIES, OR OBSCENE GESTURES OR SITUATIONS. All of the foregoing may result in disqualification and/or editing and are not intended to limit in any way Venue’s right to deem anything else unsuitable content.

iv. In the event that Venue solicits for photos to be posted by entrants directly on third party social networking sites (for example, Facebook), the fact that such photo is posted does not mean that such photo has been accepted by Venue as an eligible entry into any contest. Venue shall be the sole determiner as to whether a posted photo satisfies its entry criteria or not. Venue reserves the right (but not the obligation) to remove or un-tag (or take any similar action) any photo posted on its social networking site for any reason or no reason.

v. No more than one (1) photograph may be attached to any entry.

vi. Winners will be selected based on the criteria announced by Venue with respect to each contest, which may include, without limitation, random drawing or the photograph that Venue deems is “best” (based on any lawful criteria Venue deems desirable, in its sole discretion).

f. On-Site Contesting Events: For contests requiring that entrants, qualifiers and/or finalists be present at a Venue contesting event in order to continue participation in a contest, the following will apply:

i. If check-in or registration at the event is required by Venue, you must check in (or, in some cases, be in line to check in) at the closing time announced.

Eligibility to participate in the contest event may require that at check-in each timely arrived participant complete and sign one or more liability release agreements, provide his/her social security number, provide evidence of a valid United States federal or state photo ID (ie. driver’s license, passport or military ID) and/or other specific requirements announced. Failure to do any of the foregoing at check-in if required will result in automatic disqualification.

ii. Participants hereby agree to strictly follow all instructions and directions given by the Venue staff at the event and understand that any intentional failure to comply with the Venue’s instruction, process, procedures or contest rules at the event may result in immediate disqualification (in Venue’s sole discretion).

iii. Any decision by the Venue Contest Administrator at such events will be final and not subject to appeal.

iv. In the event that any contest associated event or any Grand Prize Event needs to be rescheduled for any reason, such postponement will be announced on air and on the Venue’s website. It is the sole responsibility of each Entrant/Qualifier to check the website and/or listen on-air for cancellation and/or rescheduling information. Notwithstanding the foregoing, Venue may (but is not obligated to) send a written, email or telephonic notice to Qualifiers regarding any necessary rescheduling of any Grand Prize Event with the rescheduled date/time but in no event will Venue or Sponsors have any liability or responsibility for any Qualifier’s failure to receive the message for any reason. In no event will Venue or Sponsors have any liability or responsibility for any potential entrant’s, entrant’s or Qualifier’s inability to attend any event on the rescheduled date (and no alternative opportunities will be offered).

7. For any contest that requires entrants to answer questions, submit materials or perform in some other manner (for example, answer a trivia question, sing a song, say a particular phrase, call in after a particular song, series of songs or sounder is played, etc...), the decision of the Venue will be final as to all matters, including, without limitation, (i) the order in which calls, emails, texts or entries were received and (ii) whether any answer required to be given is correct or the “best” or most

desirable (based on any lawful criteria Venue deems desirable).

8. For contests requiring notification to entrants, qualifiers, finalists or winners, if the Venue did not have actual contact (in person or telephonic or by email) in which the necessary information was communicated, then Venue will only be required to leave one telephone message, send one text or send one email to the number or email address provided in the entry form or provided at the time that the Venue collected the winner's information (by phone, electronically or in person). If no answer or answering machine is reached, Venue will not be obligated to attempt any further contact. For social network contests, Venue may elect to only contact the winner via the social network account (or, in the alternative, using any other contact information provided to Venue in connection with the entry). If the entry provided a telephone number or email address, the Venue may contact the winner via phone or email. However, Venue reserves the right, in its sole discretion, to attempt to contact any qualifier/entrant/finalist/winner more than once and shall not be required to attempt to contact all qualifiers/entrants/finalists/winners an equal number of times or in the same communication manner. If no telephone number or email address was provided and the Venue has an address, the Venue may elect to send one written notification letter by first class mail, time permitting.

9. In certain contests, qualifying winners may also be automatically entered into a random grand prize drawing or other grand prize winner determination, as announced. In such event, the location, date and/or time of such grand prize drawing/event will be announced by Venue. The location of such drawing may be at the Venue's studios or may be at a location to be announced.

10. With respect to any contest involving voting (whether voting determines the qualifier/finalist/winner or not):

a. Venue may elect to post online the "in process" tally of online and/or texting votes but any such display will not be real-time and may not be relied upon by any of the entrants or voters. Any listing or other disclosure by Venue of "in progress" voting or similar tallies, if any, will be updated by Venue in intervals determined from time to time by Venue for each contest as Venue sees fit (including, without limitation, delays resulting from caching) and the intervals of such updates of tally information may even vary during any particular contest. Displaying information about in-progress voting is solely for entertainment/excitement purposes and not binding upon Venues. The sole determination of the total number of votes received by any entry will be made by Venue after the close of the voting period based on its software. In addition, if any Venue elects to display any in-progress tallies related to voting, Venue reserves the right (in its sole discretion) to remove the display of any such tallies at any time during the contest with or without notice (including, without limitation, in the last hours before the voting closes).

b. Except as otherwise announced, voting is for entertainment purposes only and will not be the determining factor in selecting winners, but may (in Venue's sole discretion) be taken into consideration as one of many factors considered by Venue in determining the winner.

c. Contest eligibility requirements (including, without limitation, age and residency) are not applicable to determining whether or not a person may vote in a Venue contest.

d. In the event of text voting, Venue reserves the right at any time to end text voting prior to the announced closing date for text voting, for any reason or for no reason, by providing at least 24 hours notice on Venue's website that such text voting will end early.

e. All references to "voting" or "votes" in the contest rules will be deemed to include each "like" on a Venue Facebook page of a particular content (for example, a post, photo, comment, etc...), if applicable to the contest.

11. With respect to any internet-based portion of a contest (including, without limitation, entries, voting, viewing web pages, viewing video or audio content, viewing voting tallies, etc...), there may be delays in updates for the purpose of caching in order to maintain the efficient functionality of the web server in times of excess load. As a result, updates may not be available in real time and may be delayed until such time as Venue is prepared for the next cache refresh. The frequency and duration of any such delay will be in Venue's sole discretion on a case by case basis.

12. With respect to certain contests, Venue may elect to post certain information not available to the general public about ongoing contests on its website, Club member pages, or Social Network Site pages or may elect to communicate such information via email, sms, text message, or social network posting (i.e. Twitter) to a limited group of people (for example, twitter followers, facebook friends, or members of Venue's email, internet or texting clubs). Such information may include, without limitation, lists of correct or incorrect answers received, and/or contest reminders. In such events, no purchase will be required to obtain such information but Venue may require that persons eligible to receive such extra information be members of certain Venue Clubs or third party Social Network Sites. Venue will have no obligation to make such information available to all potential contestants and Venue will not be obligated to announce that it is or how it is making such additional information available, unless required by law. While such additional information may increase the chances that a recipient will know what the correct or incorrect answers may be (which information may not be available to non-recipients), there will be no advantage in the mode of entry by obtaining (or not obtaining) this additional information.

13. Use of robotic, mechanical or other forms of pre-programmed internet, texting or phone call visit, voting or entry methods is NOT prohibited. Notwithstanding the foregoing, Venue reserves the right (in its sole discretion), from time to time, to implement entry/voting processes that may frustrate or prohibit automated entry or voting (including, without limitation, CAPTCHA, requiring Club membership log ins or contest/voting registrations, advance email address verification procedures, limiting the number of entries/votes/web hits accepted/counted after a maximum number within a specified period of time as established by Venue (which numerical/time limits Venue may decide not to disclose), and/or prohibit any further entries, votes or web traffic from a particular IP address during a particular contest, period of time or permanently). Before or during any contest, Venue reserves the right to install and access cookies, alone or along with other methods, to track web site traffic, entry and/or voting frequency, and/or to detect or prohibit automated methods of voting, entry or website visits.

14. In no event will any "deal-making" in connection with a contest between participants or third parties be permitted.

15. Contestants may not violate any federal, state or local laws and may not harm or endanger themselves or other persons or property in connection with a contest. If Venue deems that a contestant, participant or any winner may have created a public hazard, cheated, engaged in improper or illegal activity, caused interference with or destruction of property and/or utilized public safety resources, such contestant / winner may be disqualified in Venue's sole discretion.

16. Notwithstanding anything to the contrary in these rules, Venue cannot guarantee that it will be able to view all entries and/or required entry submissions (essays, photos, videos, etc...) submitted from a technical perspective, even if sent in the appropriate formats required. In the event that Venue is not able to view any entry or entry materials submitted for any technical reason whatsoever, that entry may be disqualified (without notice to the entrant) and Venue will have no liability or obligation to such entrant with respect to the disqualified entry.

17. Venue reserves the right to (but not the obligation) to post some or all entry information and/or materials on the Venue's website or social networking sites, in whole or in an edited form (in Venue's discretion), as a "featured" entry. Having your entry posted and/or "featured" does NOT mean that the entrant has won or is likely to win in that contest. The decision to post or "feature" any such entries is for entertainment purposes only and is not part of the winner selection process in the contest.

Prize(s)

18. Notwithstanding anything to the contrary herein or stated on-air, no person will be entitled to receive any prize until after their eligibility has been confirmed or accepted by Venue and all required paperwork (including, without limitation, liability release agreements) have been completed by the pending winner within the required deadlines.

19. All prizes awarded must be picked up at the Venue at 432 S. Fourth Street, Louisville, KY 40202 during normal business hours, which are posted on the Venue's website, unless otherwise specifically directed by Venue. Prizes will not be mailed, unless otherwise determined by the Venue.

20. Prizes not claimed within thirty (30) business days of being advised by Venue that the prize is available for pick-up, or in the case of a time sensitive prize, within

its period of usability if shorter than 30 business days, shall be considered forfeited (without notice to the winner) and will become property of Venue. Such prize may be disposed of at the discretion of Venue Management.

21. Prizes will be released to winners only. Winners may be required to present a valid United States state or federal photo ID and valid social security number in order to pick up any prize. Winners may be required, in Venue's sole discretion, to sign one or more liability release agreements relieving the Venue, its parents, subsidiaries, officers, directors, members, managers, employees, agents, contest sponsors and others from any and all liability with respect to the contestant's participation in the contest and the receipt and/or use of the prize. Any person who refuses to sign the Release and/or provide a social security number or complete or provide any other documents required by the Venue by the deadline required by Venue will forfeit any and all prizes.

22. Venue reserves the right to substitute a prize of equal or greater value for all contests and giveaways. Non-cash prizes are not redeemable for cash. No transfer or assignment of prizes is allowed, except as may be determined by Venue in its sole and absolute discretion on a case by case basis.

23. Winners are prohibited from selling any prize awarded or transferring any prize without Venue's authorization (which authorization must be in writing by a Venue representative and shall be granted or withheld in Venue's sole discretion on a case by case basis). In the event that Venue discovers or suspects (correctly or incorrectly) that a winner is attempting to sell his/her prize from Venue (i.e., ebay, craigslist or otherwise), Venue reserves the right, in its sole discretion, on a case by case basis to take any one or more of the following actions: (a) immediately disqualify the winner and deem any prize they were otherwise entitled to as forfeited, (b) refuse to award the prize to such winner, even if he/she represents that they will not resell or transfer the prize, and/or (c) prohibit the violating winner from participating and/or winning any future Venue contests (whether for a fixed period of time or in perpetuity, in Venue's sole discretion) and if such winner ever wins a future Venue contest during the period that he/she is banned, he/she shall be disqualified from the contest and forfeit any prize once it has come to Venue's attention. Further, Venue reserves the right to track and/or cancel and invalidate any prize awarded that Venue suspects was sold or transferred without authorization.

24. Winners are responsible for paying all applicable local, county, state and federal taxes on prizes based on the estimated retail value of the prize, as set forth in the contest rules, and may be issued an IRS 1099 form for all prizes won from Venue where the aggregate value of all prizes is \$600 or more in any calendar year.

25. Specific restrictions regarding awarded prizes will be provided, if applicable, to the winner. Unless restrictions delivered to a specific winner differ from the following, the following will apply generally to prizes awarded in Venue contests:

(a) Any prize involving air travel will include only round-trip, coach-class air transportation from a commercial airport in the greater metropolitan area that the Venue is located in. Winner is responsible for pre-payment of any taxes or airport, baggage or government fees or charges.

(b) Any prize involving overnight accommodations will include only one room, double occupancy, room only. Incidental expenses, taxes and ground transportation is not included. Winners may be required to provide a valid credit card to check into the hotel and to cover incidental expenses.

(c) Any prize involving travel (overnight accommodations, flight, motor coach, and/or rail etc...) may require that the winner and/or the winner's guest(s) be over 18 or over 21. Guests may be required to sign one or more liability release agreements before being authorized by Venue or its sponsor to be allowed to participate as winner's guest on a trip.

(d) Any prize involving travel is based on availability and subject to additional restrictions including blackouts, peak period restrictions and expiration dates imposed by Venue, sponsors and/or agents participating in the contest. These restrictions are not subject to negotiation. In addition, such winners/guests are solely responsible for obtaining any international travel documents, visas or passports required. Reservations are non-transferable and once booked and confirmed may not be re-scheduled. Winner and guests are required to travel on the same itinerary and changes may not be made once booked.

(e) With respect to travel, event tickets and/or events of any kind, Venue and sponsors are not responsible for replacing or reimbursing winners with any form of compensation for flights or events that are canceled, rescheduled or delayed. All cancellations are deemed beyond the control of Venue and its sponsors. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to acts of nature, terrorism (including threats), illness or war. Additionally, Venue is not responsible for any work stoppage, bankruptcy or other condition beyond Venue's control that may affect Venue's ability to provide any of the prizes. Venue is not responsible for any expenses incurred by contest winners as a result of such cancellations, delays or other circumstances beyond Venue's control.

(f) Any prize that provides an opportunity to meet with, participate in an activity with, interview or have similar interaction with any celebrity (other than employees of Venue) is contingent upon the celebrity appearing for such activity/event, which is beyond the Venue's control. Venue is not responsible if a winner and/or his/her guests are unable to meet such celebrity or participate in the associated activity if the celebrity determines this is not allowable for any reason or fails to appear/participate for any reason. In the event of illness, act of god, scheduling conflict or any other reason, Venue is not responsible for this portion of the prize, which has no monetary value, and no alternate prize will be awarded and the event/activity will not be rescheduled. In the event that Venue elects (in its sole discretion) to attempt to reschedule any such event/activity or offer an alternative prize, Venue shall have no obligation whatsoever to offer any other alternate prize if such attempt to reschedule or other offer is not accepted by or utilized by winner for any reason whatsoever.

(g) Any prize that is awarded in the form of a gift certificate and/or gift card shall comply with all federal or state laws governing their issuance. However, to the extent permissible, any prize may have an expiration date and use of such certificate may be based on availability and include black-out periods, restrictions or excluded items (for example, tax, tips, alcoholic beverage, or goods from a particular manufacturer). Gift certificates are only redeemable at the locations for which they are specified.

(h) Any prize involving the award of cash will be paid in the form of a company check, payable only to the winner and no other person. Checks will be ready for pick-up within 60 business days after winning.

(i) In all instances in which winner has the right to select specific products, the choice or products offered may be limited by the Sponsor or certain specific products or manufacturers may be excluded. Winner will receive more information on such restrictions and limitations after they have been awarded the prize.

Miscellaneous

26. Odds of winning depend on the how the contest is conducted. For random drawings, the odds of winning will depend upon number of entries received. For contests in which winners are qualified for a grand prize drawing, odds will depend on the total number of qualifiers.

27. All tie breaking procedures will be posted on Venue's website and/or communicated in writing or by email to tied contest participants.

28. In the event of any reference in contest materials, pages or advertisements of a Venue privacy policy, to the extent not inconsistent with the provisions of the contest rules with respect to the use and disclosure of entrant information, that reference will be deemed to refer to the Venue's privacy policy (if any) posted on its primary website, unless a different privacy policy is specifically identified (in which case, any such third party privacy policy shall NOT be applicable to or part of these contest rules).

29. In the event that any winner, qualifier or finalist is disqualified in a contest for any reason permitted by the applicable contest rules at any point in time (before or after a winner is determined), Venue shall NOT be obligated to select an alternative winner/qualifier/finalist and may instead elect to retain any associated prize(s) as its own property and/or dispose of any such prize(s) in any way it sees fit outside of (or within) the scope of the contest. In the event that any entrant or entry is disqualified or any prize is forfeited in accordance with the applicable contest rules, Venue and sponsors have no obligation whatsoever to notify any such entrant of any such disqualification or forfeiture.

30. Inquiries by contestants or potential contestants to any employee of the Venue (whether in person, by email, or by telephone) regarding the status of their entry

or questions about a Contest may or may not be responded to and Venue is not obligated to respond or treat to all inquiries identically (even if the question is identical). Time considerations and/or volume, among other things, may impact a Venues' desire or ability to respond to such inquiries from time to time. Notwithstanding anything communicated by any Venue employee in connection with any such inquiry, such information shall not be binding on Venue (the sole determining information related to this Contest is as set forth in the applicable contest rules) and shall not be deemed to be providing any type of improper assistance or advantage to any particular contestant over another. Any attempt by Venues to respond to an inquiry will be in the context of providing good customer service only and, in some instances, to address technical issues/problems.

31. Venue Management shall be the sole arbiters in all matters relating to the contest and in the interpretation of contest rules. Their decisions shall be final. Entry into the contests constitutes agreement by contestants to abide by these rules, as well as any other rules established by Venue.

32. **By participating in a Venue contest, entrants hereby agree and each entrant hereby remises, releases and forever discharges and agrees to indemnify and hold harmless Venue, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the promotion, contest, and/or event from any and all liability, claims, actions, and damages sustained or incurred by participation in the said promotion, contest, and/or event and the receipt and use of any prize(s) awarded (if any) through such promotion, contest, and/or event arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Venue, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the promotion, contest, and/or event. In the event that the associated contest is administered by Venue (in whole or in part) via a Facebook page, entrants understand and agree that the foregoing liability release and indemnification in this Section 34 shall also include the release and indemnification of Facebook by entrant in the same manner in which Venue is released and indemnified.**

33. **By entering a Venue contest, entrants understand that Venue staff may choose to comment on, mock, poke fun at, and/or mimic any entrant's entry and/or performance. Entrants waive any right to make any claim against Venue or any contest sponsors with respect to any comments - disparaging or otherwise - made regarding such entrant and/or his/her entry, entry materials, performance, voice, appearance, participation and/or any other information provided or disclosed to Venue during the course of a contest.**

34. By participating in a Venue contest, entrants hereby consent to the Venue and contest sponsors' usage of any one or more of the following for on-air broadcast and for any other advertising and promotional purpose in any medium whatsoever without payment of any additional consideration: contestant's name; voice; likeness; biographical information; his/her participation in the contest; and the substance of the contestant's telephone call, entry form, essays, songs, videos, photos or any other contest submissions. By entering or participating in any Venue contest, entrants understand and agree that Venue may take photographs and/or videotape and/or audiotape any entrants participation, appearance and/or performance in connection with any Venue contest (before, during or after the contest) and that Venue will own any such photos, audio and/or video and shall be free to utilize such materials in any way it sees fit during or after the contest with no compensation to the entrants, including without limitation posting any such photographs, audio and/or videos on its website.

35. Venue and its sponsors are not responsible for any technical difficulties, technical malfunctions or errors (whether technical or typographical) experienced due to overload, busy signals, loss of phone service, internet availability, electronic problems, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website (including, without limitation, third party websites and social networking sites), telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any of the websites, computer virus, bug, complications or server performance suspected to be caused by automated entry, voting or web traffic, or other errors or corruptions of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of information or the failure to capture, or loss of, any such information or any other factor that may prevent an individual from completing or Venue from receiving (accurately or otherwise) a phone call, an email, accessing any website (including the Venues or any third party website), or for any problem associated with the Venue website or voting website or software, internet, telephone connections, servers, routers, or any other technical problem that may impact entry, participation, voting or prize claim in any way, regardless of the cause, including, without limitation, any injury or damage to any person's computer, equipment, property, software or network related to or resulting from participating in a Venue contest or visiting its websites (whether as an entrant, visitor or voter). Venue and its sponsors assume no responsibility for any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in a Venue Contest. Venue is not responsible for any printing errors or typographical errors. **If, for any reason, in the sole opinion of Venue, any contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures, technical slow-downs, or any other causes, whether discovered or suspected by Venue, which, in sole opinion of the Venue, does or could corrupt or affect the administration, security, fairness, integrity or proper conduct of a Contest, Venue reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the affected contests and/or the voting portion of any Contests with or without selecting qualifiers, finalists or winners, and/or provide alternative means of entry or voting or any other changes to these contest rules that Venue deems appropriate under the circumstances In the event of termination, suspension or modification of a contest, a notice will be posted online.**

36. Venue may use cookies and/or collect IP addresses (an IP address is a number that can uniquely identify a specific computer or other network device on the internet) for the purpose of implementing or exercising its rights or obligations under the contest rules, for information purposes, identifying your location (including, without limitation, to re-direct you to the appropriate geographic website, if applicable) or for any other lawful purpose in accordance with Venue's privacy policy (available from a link at the bottom of the Venue's web site home page, which is listed above).

37. Information collected by Venue in connection with entering, voting or otherwise participating in any Venue contest may be shared with sponsors of particular contests and otherwise used in accordance with Venue's privacy policy (available from a link at the bottom of the Venue's website home page, which is listed above).

38. Complete contest rules are available at the Venue at 432 S. Fourth Street, Louisville, KY 40202 during normal business hours posted at 432 S. Fourth Street, Louisville, KY 40202 or go online at www.killdevilclubky.com.

39. Venue contests are subject to all applicable laws and regulations and are void where prohibited.

40. Venue reserves the right to: (i) terminate or declare any Contest null and void and rescind any prize, if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Contest; (ii) alter or amend these Contest rules at any time; and (iii) stop or conclude the Contest at any time without prior notice. Material changes to the contest rules will be broadcast on-air, when practical.

41. Winner's List: For a list of winners, mail a self-addressed stamped envelope to the Venue address identifying the name of the particular contest that you would like to receive a winner's list for. The Venue address is 432 S. Fourth Street, Louisville, KY 40202. All requests for winner lists must be mailed and received by the Venue after the contest is over but prior to 4 months after the contest has been concluded.

42. **Disputes. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THAT YOU OR Venue MAY HAVE WITH EACH OTHER THROUGH INDIVIDUAL ARBITRATION INSTEAD OF THROUGH COURT TRIALS, JURY TRIALS, OR CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

This Section is intended to be interpreted broadly to encompass all disputes or claims arising out of this Agreement or your participation in or use of any prize resulting from the contest, sweepstake or promotion sponsored by Venue.

ANY DISPUTE OR CLAIM MADE BY YOU AGAINST Venue ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR PARTICIPATION IN OR USE OF ANY PRIZE RESULTING FROM THE CONTEST, SWEEPSTAKE OR PROMOTION SPONSORED BY Venue REGARDLESS OF WHETHER SUCH DISPUTE OR CLAIM IS BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY (TOGETHER, A "DISPUTE") WILL BE RESOLVED BY INFORMAL NEGOTIATIONS OR THROUGH BINDING ARBITRATION, AS DESCRIBED BELOW.

Informal negotiations

To expedite resolution and control the cost of a Dispute, you and Venue agree to first attempt to resolve a Dispute informally for at least thirty (30) days before initiating any arbitration. Such informal negotiations will commence upon written notice from one party to the other. You must send your notice to 432 S. Fourth Street, Louisville, KY 40202. Please include in the subject line of the email "Request to Negotiate."

Arbitration procedures

If you and Venue are unable to resolve a Dispute through informal negotiations, either you or Venue may elect to have a Dispute resolved by binding arbitration by notifying the other party of such election. Either party also may choose to seek relief in a small claims court for a Dispute within the scope of its jurisdiction, instead of arbitration. To make this election, the small claims court action must be commenced before either party notifies the other of an election to arbitrate the Dispute, but after the conclusion of the informal negotiation period described above. If neither party has validly commenced a small claims court action for a Dispute, any election to arbitrate the Dispute by one party will immediately become final and binding on the other.

You and Venue agree to waive the right to litigate any Dispute in court (except in small claims court in the limited circumstances described above) and before a jury and agree that this arbitration provision will be governed by the Federal Arbitration Act to the maximum extent permitted by law. You and Venue also agree that any arbitrator that arbitrates a Dispute under this provision is without jurisdiction to conduct a class arbitration or other representative proceeding, and may not consolidate one person's claims with another.

You and Venue agree that all issues of enforceability of this agreement to arbitrate – including issues relating to scope, validity, and unconscionability – will be decided by the arbitrator. If for any reason this arbitration provision is deemed inapplicable or invalid, you and Venue both waive, to the fullest extent allowed by law, the right to a jury trial and any claims relating to a Dispute to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity. These waivers shall also apply to any proceeding in small claims court.

The arbitration will be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the AAA's Supplementary Procedures for Consumer-Related Disputes ("AAA Consumer Procedures"), both of which are available at the AAA website www.adr.org or may be acquired by calling the AAA at 1-800-778-7879.

Any arbitration will be confidential, and neither you nor Venue may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

If any portion of this arbitration provision is determined by a court or the arbitrator to be inapplicable or invalid, then the remainder shall still be given full force and effect.

Costs of arbitration

Payment of all arbitrator compensation, expenses, and administrative fees (which include filing and hearing fees) will be governed by the AAA Consumer Procedures. Under those Procedures, and except as provided below, you are not responsible for paying any arbitrator compensation or expenses, and the only administrative fee you would be responsible for is a \$200 filing fee. Moreover, if the relief you seek is less than \$5,000, Venue will pay the \$200 filing fee. Regardless of the amount of your claim, however, the arbitrator may re-allocate compensation, expenses, and administrative fees if he or she determines that a claim or counterclaim was filed for purposes of harassment or is patently frivolous.

In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence at the arbitration, except that Venue will pay the costs relating to proof and witnesses produced at the direction of the arbitrator.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

43. These are general contest rules, and rules for individual contests may vary. To the extent that any specific contest rules differ from these rules, the specific contest rules will govern and control.

Updated: 7/28/2016