

**NOTICE REGARDING DISPUTE RESOLUTION:** These official rules contain terms that govern how claims between you and Sinoboom North America LLC, relating to your participation in any Contest, will be resolved. For example, section 17 includes an arbitration agreement and waiver of a class action that requires you to submit all claims to arbitration (instead of going to court before a judge and jury) and limits your ability to bring claims on behalf of anyone other than yourself (that is, it prohibits you from bringing any purported class action or purported collective or representative proceeding).

**No purchase, payment, or donation of any kind is necessary to enter or win. All entries into the Contest have an equal chance of winning. A purchase, payment, or donation will not increase the chances of winning.**

**1. THE SPONSOR:** Sinoboom North America LLC (referred to herein as “**Sinoboom North America**” or “**Sponsor**”) is a United States, Katy, Texas based LLC

**2. The Website:** The Sinoboom North America website (<https://sinoboom.us/1330se>) (the “**Website**”) allows eligible individuals (see restrictions below) to enter into the sweepstakes promotions hosted on the Website.

**3. Applicability of the Rules:** These Official Rules provide the general terms and conditions applicable on the Website launched on or after September 30, 2021. *Each Contest is subject to all applicable international, federal, state, and local laws and regulations and is void where prohibited.*

(B) Binding Contract. The Official Rules form a binding contract between Sinoboom North America LLC and each participant (a “**Participant**.”) Entry constitutes Participant’s full and unconditional agreement to the Official Rules and Sponsor’s decisions, which are final and binding in all matters relating to the Website. **If you do not agree to these Official Rules) do not enter.**

(C) Updates to the Official Rules. These Official Rules may be updated from time to time. Please check these Official Rules regularly to ensure that you understand the terms that apply at the time that you enter.

**4. ELIGIBILITY:** To be eligible to enter or be awarded the prizes(s) identified on each Contest’s webpage (each a “**Prize**”), a Participant must fully comply with the Official Rules. Unless otherwise provided in the

Rules, entries are only open to individuals who (i) are at least 18 years of age or older at time of entry; (ii) are NOT in one or more of the “Prohibited Persons” categories listed in Section 4(A), below; and (iii) are legal residents of the United States or Canada”. Any entry submitted by any ineligible person(s) will be void.

(A) Prohibited Persons. The following individuals are not eligible to enter or win any Contest:

(i) Any employees, officers, and/or directors of any of the following (collectively, the “**Contest Partners**”):  
(a) Sinoboom North America; (b) Sinoboom North America’s third-party contractors who participate in or provide services related to the Winner selection process for the applicable entry, and (d) any contractor or other partner engaged by Sinoboom North America to supply and/or fulfill any portion of the Prize(s), including, without limitation, any Prize supply partners.

(ii) The immediate family members of (meaning, spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and/or those living in the same household as the employees, officers and/or directors of Sinoboom North America.

**5. HOW TO ENTER:** There will be a starting date and time and ending date and time (the “**Entry Period**”) specified in the Rules. Only those entries received by Sponsor during the Entry Period will be valid. Sponsor will be the official timekeeper for all entries.

(A) Grand-Prize Contests. All Grand-Prize Contest (each a “**Grand-Prize Contest**”) will provide the following two (2) ways to enter:

(i) *Enter*. To enter by this method, visit the Sinoboom North America Booth # 3609 during show hours at the 2021 American Rental Association (ARA) Tradeshow on October 18<sup>th</sup>-20<sup>th</sup>, 2021 held at the Las Vegas Convention Center.

(ii) *Enter for Free*. To enter for free, visit the Webpage at [www.sinoboom.us/1330seContest](http://www.sinoboom.us/1330seContest), click the “Enter without tradeshow attendance” button under the text “Enter Without Attending the 2021 ARA Tradeshow”. Follow the instructions to complete the “*Alternative Method of Entry*” form, and then submit the completed form. Upon receipt of a complete “*Alternative Method of Entry*” form. Individuals may submit the “*Alternative Method of Entry*” form one time.

**6. ENTRY LIMITATIONS AND RESTRICTIONS:** Only accurate and complete entries submitted during the Entry Period and received by Sponsor are eligible. Any incomplete, illegible, corrupted, or untimely entries are also void and ineligible to win. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, or for other submission problems of any kind, whether caused mechanical, human or electronic error, all of which are void and ineligible to win. Additionally, Sponsor is not responsible for any telephone, electronic, hardware, software, network, Internet, or computer malfunctions, failures, or difficulties.

(A) Entry Limit. For each Entry, the Rules will state the cumulative maximum number of entries that any one person may obtain (the “**Entry Limit**”). The Entry Limit applies to all entries, regardless of the method of entry. If a Participant exceeds the Entry Limit, all Entries received over the Entry Limit (in order of receipt) will be void and ineligible to win.

(B) Required Information. Participants must provide all required information specified on the page or entry form to be eligible to enter and win.

(C) Email Address Requirements. Participants may not use multiple email addresses, identities, address, logins, devices, or any other tactics used in an effort to receive entries over an Contest’s Entry Limit. To receive valid entries, Participant must provide a valid email address for which the Participant is the authorized owner. Multiple Participants may not share the same email address. In the event of a dispute as to the identity of any Participant, the authorized account holder of the email address used to enter will be deemed to be the Participant. The “authorized account holder” is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential Winners and/or Winners (as defined below) may be required to show proof of being the authorized account holder. Any entries connected to an invalid, non-working, or inactive email address, or linked to an authorized account holder other than Participant, are void and ineligible to win. Any conduct in violation of this Section is strictly prohibited and will void **all** entries for that Participant and may result in disqualification of Participant from all, at Sponsor’s discretion.

(D) No automated entry devices. All entries must be submitted by the individual Participant to be valid. Use, or attempted use, of any robotic, automated, programmed, mechanical, or other non-manual

entry methods will void **all** entries for that Participant and will result in disqualification of the Participant from all entries, at Sponsor's discretion. No copies, facsimiles, or other mechanical or electronic reproductions of entries will be accepted. Sponsor has the sole right and discretion to make a determination that Participant used or attempted to use any such prohibited automated entry methods.

(E) Contact Details. By entering, you agree that Sinoboom North America may contact you via email, phone, and mail in connection with the Contests in accordance with Sponsor's Privacy Policy, available at: <https://sinoboom.us/wp-content/uploads/2021/10/Sinoboom-North-America-Privacy-Policy.pdf>.

**7. ENTRY CONDITIONS AND RELEASE:** As a condition of entering, Participant expressly:

(A) Consents to receive information or promotional materials from Sponsor, or any of the other Contest Partners, via email and/or mail;

(B) Represents and warrants that (s)he agrees to be bound by these Official Rules and decisions of the Sponsor, which will be binding and final in all matters relating to each entry;

(C) Releases the sponsor, Sinoboom North America LLC, from all liability, loss or damage or expense arising out of or in connection with participation in any Contest or the acceptance, use, or misuse of any Prizes;

(D) Knowingly and expressly waives all rights to claim, punitive, exemplary, indirect incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased;

(E) Agrees that all claims, disputes, or causes of action arising out of or connected with any entry, or any Prizes awarded, shall be individually resolved in binding arbitration, per Section 17, without resort to any form of class, collective or representative action;

(F) Agrees that any and all claims, judgments, and awards, if permitted to proceed, will be limited to Participant's actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

*Some jurisdictions do not allow the limitations or exclusion of liability set forth above in Section 7. So, some of the provisions contained in this section may not apply to every Participant.*

**8. WINNER DRAWINGS:** Potential winner (the “**Potential Winner**”) will be randomly drawn from among all eligible entries received. The drawing will occur on or after the end of the Entry Period or as specified in the applicable specific rules. Sponsor will conduct the drawing and awarding of the Prize. Once confirmed and verified as eligible to win, a Potential Winner is referred to herein as a “**Winner**.” The odds of winning depend on the number of eligible entries received during the Entry Period.

**9. WINNER NOTIFICATION PROCESS:** Potential Winners will be contacted using the email address used to enter the Contest. Potential Winners must respond to the Potential Winner notification email within 24 hours of it being sent (or the time frame indicated in the Potential Winner notification email, if another time frame other than 24 hours is specified). If a Potential Winner fails to respond to the notification email within the stated period, Potential Winner may be disqualified and, in such instances, will forfeit any claim to any of the Prizes(s). After sending the Potential Winner notification email, to the extent a phone number has been provided, Sponsor reserves the right to also contact Potential Winners via phone as well. By entering, Potential Winners expressly authorize Sponsor to name, tag, or otherwise identify Potential Winner on Sponsor’s Website, social media pages, and/or in Sponsors other promotional materials.

Some jurisdictions may prohibit Sponsor from conditioning participation on Potential Winner’s consent to publicity described in this Section. Potential Winners who are residents of such jurisdictions and who object to such publicity, must notify Sponsor of objections via email during the Potential Winner confirmation and verification process.

**10. CONFIRMATION AND VERIFICATION OF POTENTIAL WINNERS:** A Potential Winner will only be confirmed as the winner eligible to receive the Prize after Sponsor has completed verification of Potential Winner’s eligibility to win and confirmed Potential Winner’s compliance with the terms of these Official Rules. Potential Winners must be willing and able to claim and/or accept the Prizes(s) in full in the period specified by Sponsor. Potential Winners are subject to confirmation and verification by Sponsor, by whatever means Sponsor shall deem appropriate. To be confirmed and verified as eligible to win, a Potential Winner and the Potential Winner’s guest(s), if applicable, must comply with all terms and conditions of these Official Rules and fulfill all requirements. Sponsor’s decisions are final and binding in

all matters related to the administration, operation, drawing, verification of the Winner, and all issues related. In addition to all of the other requirements stated in these Official Rules, if the Potential Winner is a Canadian resident, (s)he must correctly answer a mathematical skill-testing question to be eligible to be confirmed the Winner.

(A) Winner Documentation. To receive the Prize(s), and as part of the Winner confirmation and verification process, Potential Winner (and any guests of Potential Winner, to the extent that a Prize includes participation by one or more guests) must accurately complete and timely return Sponsor's Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law), any other documentation (for instance health and safety forms, including any vaccination attestations, including providing proof of the same in a format determined by Sponsor in its sole discretion) reasonably required by Sponsor or the provider of the Prize(s) (where permitted by law), and/or any other document necessary to confirm and verify a Potential Winner's eligibility, as determined by Sponsor, in its sole discretion (collectively, the "*Winner Documentation*"). Potential Winner must fully and accurately complete Winner Documentation and timely return all such documentation by the date specified by Sponsor, or the Potential Winner may be disqualified and will forfeit any claim to any of the Prizes(s).

**11. WINNER DISQUALIFICATION:** Reasons a Participant, Potential Winner and/or Winner may be ineligible to receive the Prizes and/or disqualified include, but are not limited to: (i) failures to meet all of the eligibility requirements stated in the Official Rules, (ii) failures to abide by these Official Rules, or other instructions of Sponsor, (iii) failure to provide a valid email address at the time of entry, (iv) failure to timely respond to the Potential Winner notification email or any other request from Sponsor, (v) Sponsor is unable to verify the identity and verification of the Potential Winner to its reasonable satisfaction within 7 working days of the relevant drawing of the Potential Winner for the Contest, (vi) failure to timely complete and/or return the Winner Documentation and/or background check documents, (vii) the provision of false, incomplete and or misleading information to or about Sponsor, (ix) the commission of any fraud or deception in connection with any Contest, use of the Website, and/or relationship with Sponsor, (x) acting in an obnoxious, threatening, abusive, or harassing manner, at any time before or during the awarding of the Prize, in whole or in part; (xi) inability to timely accept the Prizes for any reason, including, but not limited to, inability to travel to the location where the Prize is being fulfilled and/or injury or death and (xii) the inability of Sponsor to timely award or otherwise fulfill the Prizes, due to circumstances beyond Sponsor's reasonable control, including, but not limited to, legal restrictions, Acts of God, natural disasters, pandemics/epidemics, terrorism, and/or weather.

If a Potential Winner or Winner is determined to be ineligible and/or disqualified for any reason, an alternate Potential Winner may be randomly drawn from the eligible entries. Any alternate Potential Winner will be notified as per the procedures outlined in the Official Rules (time permitting). Sponsor reserves the right to modify the Winner notification and/or confirmation and verification procedures connected with the drawing of an alternate Potential Winner, if any.

**12. PRIZES:** Subject to any restrictions expressly stated in the Official Rules, Winners will receive the Prizes(s) identified on each Contest's webpage. Sponsor shall solely determine the specifics of all elements of all Prizes (including timing for fulfillment of Prizes and travel options, if applicable). Winners are responsible for ensuring they timely and fully accept the Prize at the specified Prize location(s) and within the specified Prize fulfillment period.

Unless explicitly stated otherwise, all Prizes are awarded as is, without any representations or warranties, and cannot be transferred, sold, substituted, or redeemed for cash by Participant. Sponsor reserves the right to substitute a prize of comparable or greater value or cash in Sponsor's sole discretion. Prize may be subject to availability restrictions in certain jurisdictions based on licensing, import, or distribution regulations or other legal restrictions. In such circumstances, the Winner may be required to take a cash alternative instead. Some restrictions may apply.

Unless otherwise noted in Official Rules, Winners are solely responsible for all shipping costs, transportation fees, taxes, costs, and fees associated with Prize receipt, ownership, and/or use. Winners may be required to complete and return an IRS W-9 form, W8-BEN, or other applicable forms (i.e., Request for Taxpayer Identification Number and Certification). Sponsor will not replace any lost or stolen Prize(s) or components of a Prize(s).

All Winners are entitled, at their discretion, to refuse to accept some or all of the Prize(s) that they are eligible to receive and, in such instances, will be deemed to have forfeited the Prize. If at any time and for any reason, a Winner is deemed to have forfeited a Prize, in whole or in part, or fails to accept delivery of the Prize(s) within a reasonable period, Winner will not be entitled to any alternate Prize or any other compensation of any kind, and Sinoboom North America shall have no obligation to award the rejected or unclaimed portion of any Prize(s) to an alternative winner.

Certain types of Prizes may have other restrictions or limitations, including without limitation as follows, unless otherwise specified on the Contest Rules:

(A) Prize Manufacturers. Contests are not sponsored, endorsed, approved, or affiliated with the manufacturer of the Prize(s) being awarded. Contest names and logos are the trademarks and property of the manufacturer of the Prize(s). Actual Prize(s) to be awarded may not be identical to those depicted which are intended to be only representative.

(C) Prizes That Include Winning a MEWP equipment: Winner must have a valid MEWP scissor lift operator's license and proof of insurance to take delivery of Prize equipment (MEWP Scissor lift) and must take delivery of the vehicle at a location specified by Sponsor, in its sole discretion. For any Prize equipment, Sponsor, is not responsible or liable for any warranty, representation, or guarantee, express or implied, in fact, or law, relative to the Prize vehicle, including but not limited to its quality, mechanical condition or fitness. For Prize vehicle, MEWP scissor lift, Winner must follow all instructions as outline in the MEWP scissor lift operator manual. The most up to date operator manuals can be found at [www.sinoboomb.com](http://www.sinoboomb.com). The Winner releases Sponsor for any liability related to operation of the MEWP scissor lift including operator training.

The MEWP scissor lift operator is responsible for reading, understanding and implementing the operation and safety procedures in the operator's manual and for following the manufacturer's instructions before beginning any work. Read, understand and follow all safety rules and operating instructions. The operator must also consider the machine's uses and limitations and the conditions at the jobsite before using this machine. Strictly following all safety requirements in the operator's manual is critical.

Prize may be subject to availability restrictions in certain jurisdictions based on licensing, import, or other distribution restrictions. In such a case, the Winner may be required to take cash or other alternatives instead. Winner must take delivery of the vehicle at a location and time of Sinoboom North America's sole choosing. Sinoboom North America reserves the right to delay vehicle delivery or substitute a similar vehicle of equal or greater value should the vehicle as described be unavailable for any reason.

**13. PUBLICITY:** Except where prohibited by law, acceptance of any Prize also constitutes Winner's express agreement and consent for Sponsor, and those acting under Sponsor's authority, to use Winner's name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice,



testimonials, biographical information (in whole or in part), and/or statements made by Winner regarding the Contest, Prize, and/or any of the Contest Partners, worldwide and in-perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor (or the applicable Contest Partners), in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Winner agrees to confirm this consent in writing if requested.

Some jurisdictions may prohibit Sponsor from conditioning the awarding of a Prize on Winner's consent to publicity as described in this Section 13. Winners who are residents of such jurisdictions and who object to such publicity, must notice Sponsor of such objections via email during the Winner confirmation process.

**14. GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend, and/or modify a Contest, in whole or in part, due to any fraud, bugs, virus, technical failures, changes in the law, or any other factor beyond Sponsor's reasonable control that impairs the integrity or proper functioning of an Contest, as determined by Sponsor. Sponsor reserves the right, in its sole discretion and at any time, to conduct maintenance for the Website or its systems that may suspend or otherwise impact access to an Contest. Sponsor reserves the right, in its sole discretion, to disqualify any individual tampering, or to attempting to tamper, with the administration and/or operation of any Contest, including without limitations the entry process or the Potential Winner draw process.

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH A CONTEST OR UNDERMINE, OR ATTEMPT TO UNDERMINE, THE LEGITIMATE OPERATION OF A CONTEST WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CRIMINAL AND CIVIL PROSECUTION AND PENALTIES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERMS OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION. SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY INDIVIDUAL IT FINDS TO BE ATTEMPTING TO TAMPER WITH OR UNDERMINE THE ENTRY PROCESS, THE WEBSITE, AND/OR THE LEGITIMATE OPERATION OF A CONTEST; TO BREACH THE OFFICIAL RULES; OR TO ACT IN AN UNSPORTSMANLIKE OR DISRUPTIVE MANNER OR WITH THE INTENT TO ANNOY, ABUSE,

THREATEN, OR HARASS ANY OTHER PERSON. IF, FOR ANY REASON, THE CONTEST CANNOT BE RUN AS PLANNED OR IF SPONSOR DETERMINES IN ITS SOLE DISCRETION THAT THE INTEGRITY OR VIABILITY OF A CONTEST IS COMPROMISED, SPONSOR RESERVES THE RIGHT TO VOID ANY ENTRY AT ISSUE AND (A) CANCEL OR TERMINATE THE CONTEST (OR ANY PORTION THEREOF); (B) MODIFY THE CONTEST OR SUSPEND THE CONTEST TO ADDRESS THE IMPAIRMENT AND THEN RESUME THE CONTEST IN A MANNER THAT BEST CONFORMS TO THE SPIRIT OF THESE OFFICIAL RULES; AND/OR (C) AWARD THE PRIZE AT RANDOM FROM AMONG THE ELIGIBLE, NON-SUSPECT ENTRIES RECEIVED UP TO THE TIME OF THE IMPAIRMENT.

**15. INDEMNIFICATION:** As a condition of entry, each Participant, agrees to defend, indemnify, release and hold harmless Sponsor, all other the Contest Partners, and their respective parent, subsidiary, and affiliated companies, and any other person or organization responsible for sponsoring, fulfilling, administering, advertising or promoting an Contest and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "*Released Parties*") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in an Contest, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry.

**16. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible and will have no obligation or liability for or resulting from: (i) a Participant's entry or attempt to participate in a Contest, (ii) incorrect or incomplete information, whether caused by a Participant, technical errors or by any of the equipment or programming associated with or utilized in a Contest, (iii) technical failures of any kind, including, but not limited to outages, malfunctions, interruptions, or disconnections in phone lines or network hardware or software or scheduled or unscheduled maintenance; (iv) unauthorized human intervention in any part of the entry process or a Contest; (v) technical or human error in the administration of a Contest or the processing of registrations, (vi) entries, Prize claims or Prize notifications that are lost, late, incomplete, illegible, unintelligible, damaged, undeliverable or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind (including, for example, SPAM

filters); (vii) Participants who have committed fraud or deception in entering or participating in a Contest or claiming the Prize, (viii) an inability of the Winner to accept the Prize for any reason; (ix) an inability to fulfill or award a Prize due to delays or interruptions due to Acts of God, natural disasters, pandemics/epidemics, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (x) any damages, injuries or losses of any kind caused by any Prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any Prize or resulting from participating in a Contest or any promotion or Prize related activities. If for any reason, a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is another entry in a Contest.

**17. BINDING ARBITRATION, NO CLASS ACTION:** Please read this section carefully. Participant understands and agrees that (s)he waives his/her right to sue or go to court to assert or defend his/her rights connected with participation in a Contest.

As a condition of participation, Participant and Sponsor agree that any dispute, controversy, or claim arising out of or connected to an Contest, including the determination of the scope or applicability of this arbitration provision, (each, a "**Claim**") shall be resolved exclusively by binding arbitration under the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("**JAMS Rules**"), using the Optional Expedited Arbitration Procedures when applicable. The JAMS Rules are available at <https://www.jamsadr.com/rules-comprehensive-arbitration/#Rule-16-1>.

PARTICIPANT AND SPONSOR ALSO AGREE THAT (A) ANY CLAIMS WILL BE RESOLVED INDIVIDUALLY, NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE, MEMBER OF, OR OTHERWISE ON BEHALF OF OTHERS IN ANY PURPOSED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, AND NOT THROUGH ANY CLASS ACTION, (B) IF A CLAIM PROCEEDS IN COURT ANYWAY, BOTH SPONSOR AND PARTICIPANT WAIVE ANY RIGHT TO A JURY TRIAL; AND (C) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY), AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. (*Some jurisdictions do not allow the limitations or exclusion of liability set forth above and in Section 7, above, so such language may not apply to every Participant*).

Participants may seek arbitration of a Claim by contacting Sinoboom North America, 310 Mason Creek Drive, Unit #100, Katy, TX 77450. The arbitration may be conducted via telephone, written submissions, or in-person in a mutually agreed location. The arbitrator shall be selected according to the JAMS Rules and Procedures. When practical, the arbitrator should have prior subject matter knowledge and familiarity with sweepstakes and/or fundraising laws. The arbitrator shall apply Delaware law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. The arbitrator shall provide a decision explaining his or her findings and conclusions, and the ruling may be entered in any court having jurisdiction thereof. The arbitrator's decision shall be final and binding upon the Parties.

The parties will equally split the arbitrator's fees, and expenses and each party shall pay its costs and attorneys' fees. If the claimant can demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing, and hearing fees in connection with the arbitration as the arbitrator deem necessary to prevent the arbitration from being cost-prohibitive. Notwithstanding, if any party prevails on a statutory claim that affords a prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs, the arbitrator will award such costs and fees per the applicable statute or written agreement. The arbitrator shall resolve any dispute regarding the reasonableness of any fee or cost that may be awarded under this paragraph.

To the extent permitted by law, the existence of the arbitration, the arbitration proceedings, and the outcome of the arbitration will be treated as confidential and will not be disclosed by either party. Participant and Sponsor agree that an award, and any judgment confirming it, only applies to the arbitration in which it was awarded and cannot be used in any other proceeding except to enforce the award itself and any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts in Harris County, Texas, or the United States District Court for the District of Texas.

If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

Notwithstanding the foregoing, either party may seek temporary or emergency equitable relief to enforce its rights in any court of competent jurisdiction. For any Claims brought by that are not subject to arbitration, if any, Participant and Sponsor each: (i) submit that the exclusive jurisdiction and venue for any such proceeding will be the courts of competent jurisdiction sitting within Harrison County, Texas (the “**Venue**”), (ii) waive any argument that any such court does not have personal jurisdiction or that the Venue is not appropriate or convenient; and (iii) waive any and all rights to trial by jury for any Claims.

**18. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of Participants and Sponsor in connection with a Contest, shall be governed by, and construed in accordance with, United States federal law and the laws of the State of Texas, without giving effect to the conflict of laws rules thereof.

**19. PARTICIPANT'S PERSONAL INFORMATION:** Information collected from Participants is subject to the Sponsor's Privacy Policy, available at <https://sinoboom.us/wp-content/uploads/2021/10/Sinoboom-North-America-Privacy-Policy.pdf>.

**20. RESULTS:** A list of winners will be available on [www.sinoboom.us/1330SEContest](http://www.sinoboom.us/1330SEContest).

**21. SPONSOR CONTACT:** Sinoboom North America, LLC, 310 Mason Creek Drive Katy, TX 77450

**22. SEVERABILITY:** Each of the terms of these Official Rules operates separately. If any court of relevant authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.

**23. NO WAIVER:** If Sponsor fails to insist that Participant perform any of Participant's obligations under these Official Rules, or if Sponsor does not enforce its rights against Participant, or if Sponsor delays in doing so, that will not mean that Sponsor has waived its rights against Participant and will not mean that Participant does not have to comply with these obligations. If Sponsor does waive a default by Participant, Sponsor will only do so in writing, and that will not mean that Sponsor will automatically waive any later default by Participant.

**24. ENTIRE AGREEMENT:** These Official Rules constitute the entire agreement between Sponsor and Participant with respect to the Contest and supersede all prior or contemporaneous communications, whether electronic, oral or written, between Sponsor and Participant with respect to the Contest.

All third-party names and trademarks are the property of their respective owners.