

## Duracell's Buy, Play for a chance To Win Prizes, in partnership with Williams Racing 2024

### For use in the US:

**SKILLS CONTEST. PURCHASE OR PAYMENT NECESSARY TO ENTER.** VOID WHERE PROHIBITED BY LAW. Open to legal residents of the 50 U.S + D.C, 18+ at the time of entry. Program Period: 12:01 AM EST 2/1/24 - 11:59 PM EST 11/01/24. Visit [www.DuracellRacingGameUS.com](http://www.DuracellRacingGameUS.com) for means of entry and terms and conditions. Sponsor: The Duracell Company, 135 S. LaSalle Street, Suite 2250, Chicago, IL 60603

### Full Terms and Conditions

**THIS IS A SKILLS CONTEST WHERE THE OUTCOME IS DETERMINED BY THE PLAYER'S SKILL RATHER THAN CHANCE. PURCHASE IS NECESSARY TO PLAY AND WIN. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED. A MOBILE DEVICE MAY ALSO BE USED TO PARTICIPATE. STANDARD DATA RATES MAY APPLY TO PARTICIPATE IN THE PROMOTION VIA A MOBILE DEVICE. PLEASE CONTACT YOUR SERVICE PROVIDER FOR PRICING AND SERVICE PLAN INFORMATION AND RATES BEFORE MOBILE DEVICE PARTICIPATION.**

**VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED OR RESTRICTED BY LAW. DO NOT PARTICIPATE IN THE PROMOTION (DEFINED BELOW) IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**PARTICIPATION IN THIS CONTEST CONSTITUTES PLAYER'S (DEFINED BELOW) FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE TERMS AND CONDITIONS (THE "TERMS") WHICH ARE A CONTRACT AND TO THE DECISIONS OF THE SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE CONTEST ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.**

The Duracell's Buy, Play for a Chance To Win Prizes ("Contest") in partnership with Williams Grand Prix Engineering Limited, Williams IP Holdings LLC and Dorilton Capital Management LLC (collectively, "Williams Racing") is sponsored by The Duracell Company (the "Sponsor"). The Sponsor's address is 14 Research Dr. Bethel, CT 06801. The computer clock of Sponsor is the official time-keeping device in the Contest, and the Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Contest.

- 1. ELIGIBILITY:** The Contest is open only to individuals who: (a) are legal residents of the 50 United States and the District of Columbia; (b) 18 years of age or older at the time of entering the Contest; (c) agree to be bound by the terms of these Terms; and (d) submit a valid Submission (as defined below) (each such individual, a "Player" or "you"). This Contest is **not open** to Players who: (i) are employees, officers, directors, agents and representatives of the Sponsor, Williams Racing or any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Contest, (such entities, collectively, the "Contest Entities"), or any alcohol beverage licensees (including alcohol beverage suppliers, wholesalers, distributors or retailers); (ii) are immediate families (defined as parents, child, sibling, domestic partner, spouse and their respective spouses, regardless of where they reside) or household members (defined as those people who share the same residence at least three (3) months a year) of such individuals listed in clause (i) above); (iii) are prohibited by applicable law from entering the Contest; or (iv) do not meet any of the eligibility requirements set forth above.
- 2. THE OFFER:** The Sponsor is offering eligible Players the opportunity to play six (6) games (each such opportunity, a "Gameplay") for the opportunity (subject to prize eligibility requirements stated in these Terms) to win potential prizes as provided in these Terms during any Phase (defined below), purchase one (1) or more participating Duracell® products as set out in Exhibit A (each a "Participating Product"), in one or more purchase transactions from any authorized retailer in the Eligibility Area that offers Participating Products (such retailers, the "Participating Retailers" and such purchase transaction(s) collectively, the "Qualifying Purchase") as further set out in Section 5 below.
- 3. KEY DATES:**

- The Contest consists of three phases (each, a “Phase”) as follows:
  - The first Phase (“Phase 1”) begins at 12:01 a.m. Eastern Time (“ET”) on February 2, 2024, and ends at 11:59 p.m. ET on April 12, 2024, or such earlier date as decided by the Sponsor in its sole discretion.
  - The second Phase (“Phase 2”) begins at 12:01 a.m. Eastern Time (“ET”) on April 15, 2024, and ends at 11:59 p.m. ET on September 27, 2024, or such other ending date as decided by the Sponsor in its sole discretion.
  - The third Phase (“Phase 3”) begins at 12:01 a.m. Eastern Time (“ET”) on October 04, 2024, and ends at 11:59 p.m. ET on November 01, 2024, or such other ending date as decided by the Sponsor in its sole discretion.
- The Qualifying Purchase(s) must be made during any Phase at any Participating Retailer(s).
- Receipt Images (as defined below) must be submitted any time during any Phase.
- Gameplays must be redeemed any time during any Phase.

**4. HOW TO PARTICIPATE:** An eligible Player may participate in the Contest and receive Gameplay(s) by: (A) completing the Qualifying Purchase during any Phase; (B) ensuring that the applicable sales receipt(s) identifies the Participating Retailer, Participating Product(s) and date of purchase; (C) taking a photograph (maximum file size of 10MB) of the sales receipt(s) in its entirety (such photograph, a “Receipt Image”); and (D) during any Phase, following the method listed below to register for the Contest and submit the Receipt Image(s) (the “Submission”):

- Visit [www.DuracellRacingGameUS.com](http://www.DuracellRacingGameUS.com) (the “Contest Site”) where you will be required to among other things accurately complete the available Contest registration form (the “Registration Form”). Required fields of the Registration Form include Full Name, Date of Birth, Complete Mailing Address (which has to be within the Eligibility Area), Email Address, Mobile Phone Number & Opt-in to the Official Rules & Privacy Policy for the Contest. Upon successfully registering for the Contest, you will receive further instructions on uploading your Receipt Image(s). Upload your Receipt Image(s) to and if successfully validated get one (1) Gameplay for each Participating Product included in the Receipt Image subject to the following limitations:

**Maximum 10 Gameplays per Receipt Image.**  
**Maximum 5 Receipt Images per Submission.**  
**Maximum 50 Gameplays per Player per Phase.**

NOTE: Players are encouraged to blank out any personal information that appears on the sales receipt(s).

**All Submissions for Phase 1 must be received during Phase 1.**  
**All Submissions for Phase 2 must be received during Phase 2.**  
**All Submissions for Phase 3 must be received during Phase 3.**

Use of multiple email addresses and/or phone numbers to obtain additional Gameplays is fraud and may result in prosecution.

You understand that Internet access and device data usage charges and any other charges imposed by your mobile plan and/or online service may apply when making a Submission. Contact your wireless carrier and/or check your mobile plan for data usage pricing plans and details. In the event of a dispute as to any Submission, the Authorized Account Holder of the email address used to register for the Submission will be deemed to be the Player. The “Authorized Account Holder” is the natural person who is assigned an account by the Internet access provider, online service provider, or other organization responsible for assigning such accounts or the account associated with the submitted email address. The Players may be required to show proof of being the Authorized Account Holder.

- 5. PROCESSING OF SUBMISSIONS:** Processing of a Submission will take 48 business hours from the time the Submission is received by or on behalf of the Sponsor. Once your Submission is processed, you will be notified via text message or email, whether such Submission has been successfully validated or a reason why such Submission could not be processed at such time, as determined by the Sponsor in its sole and absolute discretion. It is your responsibility to check the applicable mobile phone number and email address for such notification. Contest Entities do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in your mailbox or telephone to receive e-mail messages, text message or other communications. All Submissions and Receipt Images become the property of Contest Entities and will not be returned. Receipts and/or Receipt Image(s) obtained through unauthorized means or illegitimate channels (i.e., other than via Qualifying Purchase(s)) will be void. Receipt Images that cannot be validated for any reason will be rejected, as determined by the Sponsor in its sole discretion. For example only, and not an all-inclusive list, a Receipt Image will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the Sponsor; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; or (vii) is incorrectly or incompletely Submitted. Submissions that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive, or otherwise not in compliance with these Terms may be disqualified from the Contest at Sponsor's sole and absolute discretion. Submissions generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Submissions received based on any tampering (cheating) or foul play will render that Player ineligible to receive any Gameplays and may result in Player no longer being allowed to enter Sponsor's other promotions in the future, at Sponsor's sole discretion.
- 6. VERIFICATION:** YOU MUST KEEP YOUR ORIGINAL SALES RECEIPT(S). The Sponsor reserves the right to request from a person the original sales receipts used for the purposes of this Contest for further verification purposes at any time and for any reason. All Receipt Images and Players are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification): (i) for the purposes of verifying your eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Receipt Image and/or other information for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor or the Sponsor, may result in disqualification in the sole and absolute discretion of the Sponsor. Proof of transmission (screenshots or captures etc.), or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Sponsor or Sponsor.
- 7. GAMEPLAYS; GAMEPLAY TERMS:** If you are eligible to receive a Gameplay, you will receive such Gameplay within 48 business hours of a verified valid Submission, which Gameplay will be embedded in a link sent via email to the email address you provided during registration (such email address, the "Registered Email"). Click on the link to be taken to the Gameplay website (the "Gameplay Site"), where you will be required to enter your Registered Email and create a nickname and thereafter will be given the opportunity to play all of the six (6) games on the Gameplay Site (each, a "Game"). Full Game rules will be provided on the Gameplay Site. For every Gameplay redeemed, you will be given the opportunity to play all of the six (6) Games, one time each Game. Upon successfully completing all six (6) Games, your combined score from all Games will be displayed on the Gameplay Site leaderboard (the "Leaderboard").

All aspects of each Gameplay will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Gameplay must be accepted as awarded and is not transferable, assignable, or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Gameplay or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Gameplays will only be awarded to the person whose verifiable valid mobile phone number and e-mail address appears on the Registration Form associated with the Receipt Image in question.

THE GAMEPLAY(S) ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE,

ARE HEREBY DISCLAIMED BY THE CONTEST ENTITIES. ALL GAMEPLAY DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH GAMEPLAY ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE PLAYER'S SOLE RESPONSIBILITY.

**Limit of 50 Gameplays per Player per Phase.**

- 8. PRIZES; PRIZE TERMS:** The following prizes are available to be won as part of the Contest (each, a "Prize" and together, the "Prizes"):

**A. Phase 1 Prizes:** For Phase 1 Leaderboard.

Leaderboard Position	Prize
<b>1 (First)</b>	One (1) trip to Miami, Florida for the winner and one (1) guest (the "Miami Trip"), comprising solely of: (a) Five (5) days and four (4) nights standard hotel accommodation (single room, double occupancy basis in a hotel chosen by the Sponsor in its sole discretion); (b) Two (2) grandstand tickets for the Miami Grand Prix 2024; and (c) round-trip coach class air transportation for winner and one (1) guest from a single major commercial airport near winner's residence to a major commercial airport in Miami, Florida on an airline of Sponsor's sole choosing. Approximate Retail Value ("ARV") of the Miami Trip is \$10,000.
<b>2-10 (Second to Tenth)</b>	Framed Williams Racing Jersey as selected by Sponsor in its sole discretion. ARV of each jersey \$500.
<b>11-100 (Eleventh to Hundredth)</b>	One apparel item from the Williams Racing team as selected by Sponsor in its sole discretion. ARV of each item \$50.

**A. Phase 2 Prizes:** For Phase 2 Leaderboard.

Leaderboard Position	Prize
<b>1 (First)</b>	One (1) trip to Austin, Texas for the winner and one (1) guest (the "Austin Trip"), comprising solely of: (a) Five (5) days and four (4) nights standard hotel accommodation (single room, double occupancy basis in a hotel chosen by the Sponsor in its sole discretion); (b) Two (2) grandstand tickets for the United States Grand Prix 2024; and (c) round-trip coach class air transportation for winner and one (1) guest from a single major commercial airport near winner's residence to a major commercial airport in Austin, Texas on an airline of Sponsor's sole choosing. ARV of the Austin Trip is \$10,000.
<b>2-10 (Second to Tenth)</b>	Framed Williams Racing Jersey as selected by Sponsor in its sole discretion. ARV of each jersey \$500.
<b>11-100 (Eleventh to Hundredth)</b>	One apparel item from the Williams Racing team as selected by Sponsor in its sole discretion. ARV of each item \$50.

**A. Phase 3 Prizes:** For Phase 3 Leaderboard.

Leaderboard Position	Prize
<b>1 (First)</b>	One (1) trip to Las Vegas, Nevada for the winner and one (1) guest (the "Las Vegas Trip"), comprising solely of: (a) Five (5) days and four (4) nights standard hotel accommodation (single room, double occupancy basis in a hotel chosen by the Sponsor in its sole discretion); (b) Two (2) grandstand tickets for the Las Vegas Grand Prix 2024; and (c) round-trip coach class air transportation for winner and one (1) guest from a single major commercial airport near winner's residence to a major commercial airport in Las Vegas, Nevada on an airline of Sponsor's sole choosing. ARV of the Las Vegas Trip is \$10,000.

<b>2-10 (Second to Tenth)</b>	Framed Williams Racing Jersey as selected by Sponsor in its sole discretion. ARV of each jersey \$500.
<b>11-100 (Eleventh to Hundredth)</b>	One apparel item from the Williams Racing team as selected by Sponsor in its sole discretion. ARV of each item \$50.

Trip Winner Notification and Verification: The potential Trip winners will receive a prize notification via email and/or phone call as soon as reasonably practicable after the winner determination, via the contact information provided in their Registration Form where they may be asked to confirm their intention to be potentially awarded the Prize. The potential Trip winner(s) will also be sent a Declaration of Eligibility and Liability/Publicity Release for such winner and a Guest Liability/Publicity Release for their guest (collectively, the "Winner Documentation") via email, which must be duly completed, signed, and returned to Sponsor within five (5) days of date of issuance, or such other longer period as specified by Sponsor. Provided that a potential Trip winner is in compliance with these Official Rules and after having successfully proven eligibility and provided any documentation required by Sponsor and/or Williams Racing, the potential Trip winner will be determined to be a Trip "Winner". If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if the potential winner fails to return the duly completed Winner Documentation within the prescribed time period, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, they will forfeit the Trip and the Player with the second (2<sup>nd</sup>) position on the Leaderboard will be the potential winner of the Trip and the process of confirming this winner will again be followed. This will be repeated until such time as a Trip Winner is ultimately determined, unless the Sponsor determines in its reasonable discretion that it is unlikely that a Trip Winner will be determined in which case the applicable Trip will remain un-awarded. Sponsor expressly reserves the right to delay the announcement of the Winner of a Trip for any reason it deems necessary.

Except where legally prohibited, Sponsor reserves the right to conduct background checks on a Trip Winner and any Trip Winner guests, where applicable. Participation in the Contest constitutes Player's authorization to such background checks without Sponsor providing any additional prior notice or seeking additional permissions or consents from Winner. Sponsor and Williams Racing reserve the right, in their sole discretion, to disqualify any Winner and any Winner's guest(s) based on the results of such background check (and/or the background check of Winner's guest(s), if applicable), if the Sponsor and Williams Racing determine in their sole discretion that awarding the Prize to such Winner and/or Winner's guest(s) might reflect negatively on Sponsor, Williams Racing or any of the other Contest Entities, or be likely to put Sponsor, Williams Racing, any of the other Contest Entities, or any other third-party in danger. Sponsor is not obligated to clarify, confirm, or share any Promotion results of background check with any Winner or any Winner's guest(s), whether the background check resulted in disqualification or not. Factors that could result in disqualification include, without limitation: having been convicted of a felony or misdemeanor, being delinquent on a government-ordered payment, such as child support, spousal support, alimony, tax payments, etc., or any other criminal or civil offense determined at the sole discretion of Sponsor and Williams Racing. When requested, Trip Winner or Trip Winner's guest(s) must provide authorization and/or complete any forms reasonably needed to facilitate such a background check. If Trip Winner and/or Trip Winner's guest(s) fails to sign and return the required documentation within the period specified by Sponsor, Trip Winner and/or any Trip Winner's guest(s) may be disqualified and will forfeit any claim to any of the Prizes(s). Trip Winners and Trip Winner guests will not be disqualified based on race, ancestry, national origin, religion, gender or gender identity, sexual orientation, or any other protected class or status.

Specific travel arrangements and all prize details not specified herein will be made and determined at the Sponsor's sole discretion. Travel must originate from and end at the same airport and Trip Winners and guest(s) must travel on the same itinerary. Trip Winner's guest(s) must be eighteen (18) years of age or older. Trip Winners and guest(s) are expected to follow COVID guidelines set by state and local governments. If a Trip Winner elects to travel or partake in the Trip without any guest(s), no additional compensation will be awarded to the Trip Winner. Trip must be taken (and completed) during dates specified by the Sponsor and booked at least twenty (20) days (or such other period as specified by the Sponsor in its sole discretion) in advance. The actual value of the Trip may vary depending on the point of departure and fluctuations in the cost of air transportation. Travel dates are subject to availability; blackout dates and other restrictions may apply. Trip Winners and guest(s) are responsible for having valid travel documents including government identification and/or passports. Trip Winners are responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Trip Winners and guest(s) hereby acknowledge that Contest Entities have not and will not obtain or provide travel insurance or any other form of insurance for any part of a Trip. Trip Winners will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of

the Trip Winner. The Contest Entities bear no responsibility if any event, element, or detail of a Trip is canceled, postponed, or becomes unavailable for any reason. Should any event, element or detail of a Trip become unavailable, the Contest Entities shall have no obligation to the Trip Winner aside from providing the remaining portion of the Trip, minus any unavailable event, element, or detail. **No refund or compensation will be paid in the event of the cancellation or delay of any portion of the Prizes, or any portion thereof.**

In the event a Trip Winner or any of their guests engages in behavior that, as determined by the Sponsor or Williams Racing in their sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor and Williams Racing reserve the right to terminate the Trip early, in whole or in part, with no further obligation. In the event a Trip Winner or any of their guests engages in behavior during that (as determined by Sponsor or Williams Racing in their sole discretion) is illegal, tortious, or subjects Trip Winner or any of their guests to arrest or detention, the Contest Entities shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. **NEITHER SPONSOR, WILLIAMS RACING NOR ANY CONTEST ENTITY SHALL HAVE ANY LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF OR RELATED TO A TRIP OR ANY ACTIVITY RELATED TO THE TRIP OR ANY OTHER ASPECT OF TRIP WINNER'S OR THEIR GUEST(S) ACCEPTANCE OR USE OF THE TRIP. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, NOTHING IN THESE TERMS SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.** Prizing may be fulfilled by a third-party fulfillment agency. Trip will only be awarded if properly claimed according to the Official Rules. All costs and expenses related to the Trip acceptance and/or use not specified herein as being provided are the sole responsibility of the Trip winner.

- 9. RELEASE:** By entering this Contest, you agree to release, discharge and hold harmless the Contest Entities, and their respective directors, officers, employees, agents and assigns; and each of these companies' and individuals' respective successors, representatives and assigns from and against: (a) any claims, liabilities, losses, and damages arising out of, or relating to, your participation in this Contest and the acceptance and use, misuse, or possession of any reward/rebate awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the Contest); (b) any non-compliance by you with these Terms; (c) claims brought by persons or entities other than the parties to these Terms arising from or related to your involvement with the Contest; (d) acceptance, possession, misuse or use of any reward/rebate or participation in this Contest; (e) any malfunction, error or other problem arising in connection with the collection, processing, or retention of Submission information; or any typographical or other error. The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Contest or the Gameplay. If Sponsor's or Williams Racing's use of your Submission causes Sponsor and/or Williams Racing to be subject to a claim by any third party (including, but not limited to, a claim of infringement), you agree to indemnify and hold harmless the Contest Entities, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Contest Entities (or any one of them) may incur as a result of the use of your Submission.

The Competition is in no way sponsored, endorsed, administered by or associated with Formula 1, any Formula 1 race or any social media platform. The Contest Entities make no representations or warranties of any kind, express or implied, regarding the Competition or your participation therein or the Prize and your acceptance or use of the Prize, including your admittance to or attendance of any Formula 1 race.

- 10. PUBLICITY RIGHTS:** By participating in this Contest, each Player agrees to allow the Contest Entities and their designee(s) the perpetual right to use their name, address (city and state), biographical information, likeness, picture, and other information along with any content provided in connection with the Contest for promotion, trade, commercial, advertising, and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. DISCLAIMER:** Contest Entities are not responsible for printing or typographical errors in these Terms or in any Contest-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual it suspects or finds: (a) to have tampered with the submission process or the operation of the Contest; (b) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (c) to have provided inaccurate information on any legal documents submitted in connection with the Contest; or (d) to be acting in violation of these Terms. Sponsor also reserves the right to terminate, suspend, cancel or modify the Contest if

for any reason this Contest is not capable of running as planned due to any reason, including acts of God, war, natural disasters, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, government mandated lockdowns, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, other force majeure events or other events outside of the reasonable control of the Contest Entities, infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Contest. Contest Entities are not responsible or liable for any events which may cause errors and/or the Contest to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, submission, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or Submission to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. Contest Entities are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Contest, the processing of Submissions, the distribution of Gameplays or in any other Contest-related materials.

**CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 12. PRIVACY POLICY:** The Player acknowledge and understand that all personal information submitted as part of this Contest will be collected and processed by Sponsor for the purpose of managing the Contest, and by Williams Racing for such additional purposes specified in connection with entering or participating in the Contest, in accordance with the Sponsor's privacy policy available at <https://www.duracell.com/en-us/privacy/> (the "Privacy Policy") and the official privacy policies of the other Contest Entities. Players can read more about their rights, how Player's personal information is used, and how to contact Sponsor, in the Privacy Policy. By participating in the Contest, Players agree to these Terms and the terms and conditions of Sponsor's website and acknowledge all of the terms and conditions of the Privacy Policy and the privacy policies of the other Contest Entities. Except as otherwise provided herein for the use of certain winner information, personal information collected from each Player will only be used by Sponsor for the purpose of the Contest. By participating in the Contest, Player agrees to Sponsor's terms of use at <https://www.duracell.com/en-us/legal-terms-and-agreements>.
- 13. APPLICABLE LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Player, Sponsor and Williams Racing in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Some jurisdictions do not allow for limitations of certain remedies or damages and so those provisions may not apply to you.
- 14. DISPUTES/ARBITRATION:** By participating in the Contest and to the extent permitted by applicable law, you agree that the exclusive jurisdiction for any dispute, claim or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Sponsor, Williams Racing, any of the Contest Entities, or anyone associated with the production, development or handling of this Contest, of whatsoever kind or nature arising out of the Contest or the terms of these Terms, shall be submitted individually, without resort to class action, to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration, under its rules then in effect, in the state of New York, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred and that, unless prohibited by applicable law, under no circumstances will participant be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental, and consequential damages and any damages other than actual out-of-pocket expenses incurred, (if any), not to exceed twenty five pounds sterling (£25.00), and in no event will legal fees be awarded or recoverable. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

## **15. GENERAL CONDITIONS:**

The decisions of the Sponsor and Williams Racing with respect to all aspects of this Contest are final and binding on all Players without right of appeal. ANY PERSON FOUND TO BE IN VIOLATION OF THE LETTER AND SPIRIT OF THESE TERMS BY THE SPONSOR AND/OR WILLIAMS RACING, FOR ANY REASON WHATSOEVER, MAY BE DISQUALIFIED AT ANY TIME, AT THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AND WILLIAMS RACING.

Players acknowledge that upon acceptance of a Gameplay, performance of Gameplay obligations becomes the sole and exclusive responsibility of the designated service provider(s) for those portions not originating with Sponsor, if any.

The Sponsor reserves the right to change the dates, deadlines and/or other mechanics of the Contest as set out in these Official Rules, to the extent deemed necessary by the Sponsor, in order to verify that a Player, a Submission and/or other information comply with these Terms, or due to technical or other problems or circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Terms, or for any other reason in its sole discretion.

The Sponsor and Williams Racing (as applicable) are the sole owner of the promotional materials and products of the Contest and of the intellectual property rights related thereto, and nothing in these Official Rules shall be construed as conferring any rights whatsoever on the Players in this regard.

Except as provided in these Terms, no communications or correspondence will be entered into with Players, except as otherwise decided by the Sponsor and Williams Racing in their sole discretion.

**16. Sponsor:** The Duracell Company, 135 S. LaSalle Street, Suite 2250, Chicago, IL 60603

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### **Exhibit A**

#### **Participating Products**

Please see the participating products here: <https://snipp.us/lcsxiq>.