

**2023 BANKUNITED SMALL BUSINESS, BIG DREAMS  
WOMEN IN BUSINESS CHALLENGE OFFICIAL RULES**

**NO PURCHASE OR BANKUNITED ACCOUNT IS NECESSARY OR REQUIRED TO ENTER OR WIN. A PURCHASE OR BANK ACCOUNT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. THIS IS A SKILLS BASED CHALLENGE.**

**Agreement to Official Rules**

READ THESE OFFICIAL RULES CAREFULLY. Entry into this Challenge constitutes full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Challenge. Winning the prize is contingent upon fulfilling all requirements set forth in these Official Rules.

**Sponsor**

The 2023 BankUnited Small Business, Big Dreams Women in Business Challenge (the “**Challenge**”) is sponsored by BankUnited, N.A.

**Challenge Period**

The Challenge begins on August 14, 2023 at 12:01 A.M. Eastern Time (ET) and ends with the announcement of winners on October 17, 2023. Sponsor is the official timekeeper for the Challenge. The Challenge consists of the following phases:

PHASE	START DATE	END DATE
Entry Phase	8/14/2023 (12:00 a.m.)	9/15/2023 (11:59 p.m.)
Selection Phase	9/16/2023	9/29/2023
Judging Phase	10/17/2023	10/17/2023

**Eligibility**

The Challenge is open only to eligible small businesses. For the purposes of the Challenge, an eligible small business (“**Business**”) must meet all of the following criteria as of the date of entry through the end of the Challenge Period: (i) be a privately-owned for-profit business based in either the state of Florida or New York; (ii) be at least 51% owned and controlled by a woman or women who manage the day-to-day operations and make long-term decisions; (iii) be active, operating and in good standing (must not be under bankruptcy)

protection or have judicial liens or attachments); (iv) have an annual revenue of no more than \$3,000,000 for each of the previous two fiscal years (2021 and 2022); (v) have no more than 20 full-time employees on its payroll (sole proprietors are considered as an employee); and (vi) the primary purpose of the business must not be competitive with Sponsor or any of its subsidiaries or affiliates.

The person submitting the Entry (as defined below) on behalf of the Business must be: (i) a legal resident of the State of Florida or New York who is eighteen (18) years of age or older at the time of entry into the Challenge; and (ii) be an owner/operator of the Business (“**Entrant**”).

Sponsor, its parent and affiliated companies, and each of their respective, officers, directors, employees, agents and persons engaged in the development, production, administration or fulfillment of this Challenge (collectively, the “**Challenge Parties**”) and members of their immediate family (biological, step, in-law or IRS dependent) including, without limitation, parent, grandparent, child, sibling, or spouse of any of the foregoing, (regardless of where they live) or households of any of the above individuals (whether related or not), are not eligible to enter or win. **Prior confirmed winners of a BankUnited Small Business, Big Dreams Women in Business Challenge are not eligible to enter or win a prize and will be disqualified.**

Sponsor shall determine, in its sole discretion, whether an Entrant meets the eligibility criteria to participate in the Challenge. Sponsor’s decisions regarding eligibility and all other aspects of the Challenge are final and binding. In the event a Business or Entrant is a current BankUnited account holder, any and all accounts of that Business or Entrant must be in good-standing through the date of winner verification (e.g., the account must be active and open, and not in a closed, charged-off, or no-deposit status) in order to be eligible to receive a prize.

The Challenge is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

## **How To Enter**

To enter the Challenge, Entrants are required to visit the Challenge website located at <http://www.judgify.me/BKUWomenBusinessChallenge2023> (the “Challenge Site”) and submit an entry (the “**Entry**”) between August 14, 2023 and September 15, 2023 (the “**Entry Phase**”). To submit an Entry, Entrants will be required to complete an application and submit an original “elevator speech” video not to exceed three (3) minutes in length telling us: (1) about your business, specifically describing what makes your business unique, how you got started and why you believe your customers choose to do business with you; (2) about the greatest challenges facing your business today and what barriers are keeping you from taking your business to the next level; (3) how your business is adapting to meet the evolving needs of your customers and/or community; and (4) how you would use the \$15,000 to achieve your objectives and grow your business.

Videos must be in one of the following formats: .avi, .mov, or .mp4 and may not exceed 250 MB. No other video format can be accepted. The video must be uploaded as a public video and the link to the video provided in the Entry. If a professional video is submitted, Entrant is responsible for securing usage rights from the photographer or videographer to reproduce, distribute, display, and create derivative works of the video by Sponsor in connection with the Challenge and promotion of the Challenge, in any media now or hereafter known.

Entries must be in English. Once the Entry is completed and submitted, the Entry is final and may not be modified or edited. Entries that do not meet the requirements set forth in these Official Rules will be disqualified. All Entries must be received by 11:59 p.m. ET on September 15, 2023. Entries received from individuals not employed by the Business indicated on the Entry will be disqualified. Entries generated by use of any automated or computer system are not eligible and will result in disqualification. Internet access and phone/data usage charges imposed by your online or mobile service provider may apply.

Limit one (1) Entry per Business. If more than one Entry per Business is submitted, the first Entry will be considered the eligible Entry and all subsequent entries from the same Business will be void. In the event of a dispute, Entries will be declared made by the authorized account holder associated with the account on which the Entry is submitted. The “authorized account holder” is defined as the natural person who is assigned to an email address by the applicable internet service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted email address. Proof that an Entry was submitted does not constitute evidence of receipt by Sponsor within the required deadline. All Entries become the property of the Sponsor and will not be acknowledged or returned.

Sponsor reserves the right, in its sole discretion, to conduct certain background checks on any Entrant, Business, semi-finalist, finalist and/or potential winner and to disqualify any Entrant and/or Business based on such background checks if, in its sole discretion, Sponsor determines that awarding the prize to such Business might reflect negatively on Sponsor’s image and/or reputation, impair the integrity of the Challenge, or cause Sponsor to be in violation of any applicable federal, state or local law, rule or regulation including, without limitation, those related to terrorism, ethics, bribery, corruption, and money laundering. As a condition of entering the Challenge, Entrant on its behalf and on behalf of the Business consents to such background checks and agrees to provide any verification or authorizations necessary in connection with such background checks.

## **CHALLENGE ENTRY GUIDELINES**

All Entries must, in the sole discretion of Sponsor, adhere to the following Challenge Entry Guidelines and the Challenge Official Rules. Any Entry that does not, in the sole discretion of Sponsor, adhere to these Challenge Entry Guidelines or the requirements set forth in these Official Rules is subject to disqualification:

- Entry may not contain, as determined by Sponsor in its sole discretion:
  - Content that contains or otherwise infringes on any third-party trademarks, music, copyrighted or patented material and/or other materials subject to a third

party's copyright, patent, trademark, trade secret, right of publicity, right of privacy, moral rights, and/or any other applicable personal or proprietary rights.

- The names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission; or look-alikes of celebrities or other public or private figures, living or dead;
  - Personal identification, such as license plate numbers, e-mail addresses or street addresses or other identifying information of any person or entity other than Entrant and the Business;
  - Content that is obscene, offensive, contains any profanities, endorses any form of hate or hate group, or any language or images communicating messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
  - ;
  - Content that is inappropriate, indecent, sexually explicit or suggestive, unnecessarily violent, profane, pornographic or contains nudity, tortious, defamatory, misrepresenting, derogatory or other unlawfully threatening language;
  - Content known by Entrant to be false, inaccurate or misleading;
  - Content that contains disparaging or defamatory remarks about Sponsor, the Challenge Parties, their products or services, or any trademarks or other intellectual property they own;
  - Content which violates any federal, state, local or international law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising);
  - Content for which Entrant and/or the Business were compensated or granted any consideration by any other third party;
  - Content or materials impersonating another person or entity or that disparages or defames any other brands, companies or individuals.
- Entry must not have been submitted previously in a contest, program or competition of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends, business colleagues and family) through any means.

### **Authorization**

By submitting an Entry, each Entrant represents and warrants that (i) the Entry is an original work of authorship legally obtained and created, and does not infringe the intellectual property rights or other legal, equitable, or moral rights of any third party; (ii) Entrant has obtained permission from all persons named, described, appearing, or embodied in their Entry and can make those authorizations available to Sponsor upon request; (iii) the Entry being submitted has not been previously published or accepted for publication and is not currently under consideration for publication; (iv) Entrant will not disseminate or otherwise submit their Entry to

any other entity for publication; and (v) the publication of the Entry via various media including, without limitation social media platforms, will not infringe on the rights of any third party. Entrants agree that during the Challenge Period, they shall not make, and shall not permit, any other public use, display or distribution of their Entry, and they shall maintain all rights without encumbrances so that, if Sponsor desires, Entrants can assign all rights in and to their Entry if selected as a winner.

Further, by submitting an Entry, each Entrant grants to Sponsor a royalty-free, irrevocable, perpetual, and non-exclusive right and license to use, reproduce, modify, publish, post, distribute, adapt, edit, modify, display, broadcast, and publicly perform derivative works from each submitted Entry, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes globally, without having to give any contribution or attribution to Entrant, the Business or any third party, and Entrant agrees to waive any and all moral rights that Entrant may have in the Entry with respect to the uses contemplated herein and to execute documents confirming such right and license at Sponsor's reasonable request. If requested, Entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the Submission. Without limiting the foregoing, except where prohibited, Entrant consents to the publication of Entrant's name, organizational information, Entry and all images, texts and materials included or depicted therein, in any media for any commercial, advertising, marketing or promotional purpose (including, without limitation, Sponsor's website and social media), or for any other commercial or non-commercial purposes without further compensation.

By entering the Challenge and providing an email address, each Entrant grants Sponsor express permission to send Entrant emails related to the Challenge, including, but not limited to, semi-finalist notification, and a follow-up email in order to gather feedback regarding the Challenge to be used in the planning and design of future Challenges.

## **Winner Selection**

### 1. Selection Phase.

Ten (10) semi-finalists will be selected from all eligible Entries as follows:

(a) Sponsor Selection. Sponsor or its designated representatives will review all eligible Entries received during the Entry Phase. Entries will be judged based on the following criteria: (i) clarity- how well did Entrant communicate their business value proposition, current business challenges and details of their business plan (30%); (ii) impact-perceived effectiveness of Entrant's plan to utilize the prize to take their business to the next level (30%); (iii) innovation and resiliency- how well did Entrant demonstrate a clear focus on long-term growth and plan/action to keep their business relevant and viable (20%); (iv) commitment to community- perceived commitment to making a difference in the community (10%); and (v) passion and storytelling- Entrant's perceived passion as an individual and business owner and is that passion reflected in their business (10%). The top nine (9) Entries receiving the highest cumulative score, will be selected as semi-finalists and will advance to the judging phase. Scores will not be revealed. The decisions of the Sponsor or its designated representative are final. Semi-finalists will be notified by email and/or telephone at the email address/telephone number on their Entry, no later than September 22, 2023, and must confirm at that time their availability to attend and compete in-person at the Small Business,

Big Dreams Women in Business Summit on October 17, 2023 to be held at **the Ritz-Carlton Fort Lauderdale (1 N Fort Lauderdale Beach Blvd, Fort Lauderdale, FL 33304)**. If unable to participate, the Entry will be disqualified and another semi-finalist may be chosen.

(b) Social Media Fan Vote. The next three (3) Entries with the highest scores as determined by the Sponsor or its designated representatives in their sole discretion, will have their Entries featured on Sponsor's social media during the period September 25, 2023 through September 29, 2023 ("Voting Period"). During the Voting Period, the public will be invited to vote for the Entry of their choice. Voting ends 11:59 p.m. ET on September 29, 2023.

**Limit: One (1) vote per person per 24-hour period during the Voting Period.**

Votes received from any one (1) person using the same or multiple email addresses in excess of the stated number during the stated timeframe will be void and will not be counted. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means. Fraudulent or inappropriate means include, but are not limited to, the following: (a) voting with emails other than your own, (b) buying or knowingly receiving purchased votes in any manner from anyone, (c) paying for and using an email address list, (d) offering prizes or other inducements for votes to members of the public, (e) use of any automated, robotic, repetitive, programmed or similar registration or voting methods, or (f) any questionable activity that increases votes for an entry, including without limitation any attempts to artificially increase vote totals. However, Entrants are allowed to run ads/sponsored posts or promotions related to the Challenge that do not require the winner of the Entrant's promotion to have voted. All eligible votes will be tallied by Sponsor at the conclusion of the Voting Period. The Entry that receives the most votes during the Voting Period will be notified by email and/or telephone at the email address/telephone number on their Entry no later than October 6, 2023. In the event of a tie, the Entries involved in the tie will be reviewed by a tie-breaking judge appointed by Sponsor who will serve as the tie-breaker and who will evaluate the Entries according to the criteria listed above in the Sponsor Selection section of these Official Rules. Voting scores will not be revealed. The Entrant must confirm their availability to attend and compete in person at the Small Business, Big Dreams Women in Business Summit on October 17, 2023 to be held at **the Ritz-Carlton Fort Lauderdale (1 N Fort Lauderdale Beach Blvd, Fort Lauderdale, FL 33304)**. If unable to participate, the Entry will be disqualified and the Entrant with the next highest number of votes may be chosen as a semi-finalist.

## 2. Judging Phase

There will be two (2) rounds of judging at the Small Business, Big Dreams Women in Business Summit Live Event (“the **“Summit”**”) to be held at **the Ritz-Carlton Fort Lauderdale (1 N Fort Lauderdale Beach Blvd, Fort Lauderdale, FL 33304)** on October 17, 2023 as follows:

**Quick Pitch Round:** During the Quick Pitch Round, each of the ten (10) semi-finalists will present before a panel of senior executives of Sponsor with expertise relevant to the goals of the Challenge. Each semi-finalist will have three (3) minutes to present their case, and up to two (2) minutes of Q&A from the panel. The panel will score the presentations on the following criteria: viability, scalability, uniqueness, management, and impact, as well as the overall presentation. The top three (3) semi-finalists receiving the highest cumulative score, as determined by the panel, in their sole discretion, will be deemed finalists and advance to the Final Judging Round. In the event of a tie, the panel will make the final determination. Judging scores will not be revealed. The decisions of the panel are final.

**Final Judging Round:** The three (3) finalists will have an opportunity to present a five (5) minute live pitch to a panel of judges, selected by Sponsor in its sole discretion, in front of the event audience. The live pitch will be followed by approximately five (5) minutes of questioning from the judging panel. After all finalists have given their pitches and answered the judging panel’s questions, one (1) finalist will be selected as the Grand Prize Winner. The determination will be made by the judging panel who shall evaluate the finalists using the following criteria: overall pitch, responses to questions, value proposition, passion, creativity, innovativeness, scalability, and any other lawful criteria. The finalist receiving the highest cumulative score, as determined by the judging panel in its sole discretion, will be declared the potential Grand Prize Winner, the finalist receiving the next highest cumulative score will be declared the potential Second Place Winner, and the finalist receiving the third highest cumulative score will be declared the potential Third Place Winner. In the event of a tie, the judging panel will make the final determination. Judging scores will not be revealed. The decisions of the judging panel are final.

The Summit including each Entrant’s presentations during the Summit may be recorded and played back in portions or in its entirety on any of the Sponsor’s websites or social media pages at a later date. By participating in the Summit, each Entrant consents to the Sponsor’s use and distribution of the Summit recordings as provided herein.

## **Prize(s)**

Three (3) prizes will be awarded as follows:

Grand Prize: \$15,000 USD.

Second Place Prize: \$5,000 USD.

Third Place Prize: \$2,500 USD.

The total ARV of all prizes available to be won in this Challenge is \$22,500 USD (\$15,000 USD ARV for Grand Prize; \$5,000 USD ARV for Second Place Prize; and \$2,500 USD ARV for Third Place Prize). All prizes will be awarded in the form of a check made payable to the Business and not the Entrant. A BUSINESS IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF THE BUSINESS' ELIGIBILITY. Check may take up to ninety (90) days to be issued and mailed to the winner.

Limit one (1) prize per business. In no event will more than the stated number of prizes be awarded. The prizes are non-transferable, non-assignable, non-exchangeable and no substitutions will be permitted. Sponsor will not replace any lost, misplaced, mutilated, or stolen prize.

To the fullest extent permitted by applicable law, the potential winners will be required to complete, sign, have notarized, and return an Affidavit of Eligibility and Liability/Publicity Release, and appropriate tax documents (collectively, "Documents") within seven (7) calendar days of the time specified by Sponsor in order to claim the prize. Failure to sign and return any of these Documents or to comply with any term or condition of these Official Rules may result in the winner's disqualification and forfeiture of the prize. If not claimed or forfeited, the prize will remain the property of Sponsor. All details of any prize not specified herein shall be determined solely by Sponsor. Sponsor's decisions are final and binding in all matters related to this Challenge.

All applicable federal, state and local taxes (including income and withholding taxes), and any other costs and fees associated with prize acceptance are the sole responsibility of the Business designated as a winner. Sponsor shall withhold taxes from the prize as required by law. The winners will receive an IRS Form-1099 from Sponsor reflecting the final actual value of the prize after the end of the calendar year in which the prize is awarded, and a copy of such form will be filed with the Internal Revenue Service ("IRS").

By accepting a prize, the winners acknowledge compliance with these Official Rules. Acceptance of a prize constitutes permission for the Sponsor and its designees to use the winner's name, photographs, other likenesses, statements, and voice for advertising, for any and all public relations, advertising, promotional or trade purposes, including but not limited to online announcements, in commerce and in all media (now and hereafter known) worldwide without notice, consent, review, approval or additional compensation, except where prohibited by law.

## **Use Of Data**



By submitting an Entry, Entrant understands that Entrant is providing personal information and information regarding their Business to Sponsor. All information submitted and/or made available to Sponsor is subject to Sponsor's privacy policy accessible at <https://www.bankunited.com/privacy>. By participating in the Challenge Entrant hereby acknowledges and agrees to the collection and usage of such information in accordance with Sponsor's privacy policy.

## **LIMITATIONS OF LIABILITY AND RELEASE**

Sponsor and its respective parent companies, subsidiaries, affiliates, directors, officers, employees, professional advisors, consultants, contractors, legal counsel, public relations firms, advertising, fulfillment and marketing agencies, representatives, agents and all others associated with the development and execution of the Challenge (collectively, the "Released Parties"), will not be responsible for any: (a) late, lost, misdirected, garbled, distorted, scrambled, incomplete, undelivered, stolen, or damaged Entries; (b) lost, interrupted or unavailable network, cable, satellite, server, internet server provider, wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmission lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (c) wireless service congestion, failures or malfunctions or phones, phone lines or telephone systems, wireless towers, or cellular tower equipment, or any error, omission, interruption, defect, or delay in wireless or other transmission, processing or communication; (d) Challenge disruptions, injuries, losses or damages caused by unauthorized human intervention; (e) printing, production or typographical errors in any materials associated with the Challenge including these Official Rules; (f) costs associated with claiming or redeeming the prize; or (g) any other errors, problems or difficulties or any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with this Challenge including, without limitation, errors or difficulties which may occur in connection with the administration of the Challenge, the processing or entries, or the announcement of the prize. The Released Parties make no warranties, guarantees, or representations of any kind and expressly disclaim any and all warranties, express or implied, concerning the Challenge. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CHALLENGE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

BY PARTICIPATING IN THIS CHALLENGE, ALL ENTRANTS AND CORRESPONDING BUSINESSES AGREE TO FOREVER, WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE RELEASED PARTIES FOR AND FROM ANY AND ALL CLAIMS, DEBTS, LIABILITIES, DEMANDS, OBLIGATIONS, COSTS, FEES, EXPENSES, ACTIONS, CAUSES OF ACTION WHATSOEVER OF EVERY NATURE, CHARACTER AND DESCRIPTION (COLLECTIVELY, "CLAIMS"), KNOWN AND UNKNOWN INCLUDING, BUT NOT LIMITED TO, ALL THOSE ARISING OUT OF OR IN ANY WAY RELATED TO THE CHALLENGE, THESE

OFFICIAL RULES, ENTRANT'S ENTRY, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE, ANY PARTICIPATION IN THE CHALLENGE, CLAIMS RELATED TO PERSONAL INJURY, DEATH, DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY (PERSONAL OR REAL), OR ANY CLAIMS BASED ON THE ENTRANT'S RIGHTS OF PUBLICITY OR PRIVACY, OR THE ENTRANT'S CLAIM THAT ENTRANT HAS SOMEHOW BEEN DEFAMED OR PORTAYED IN A FALSE LIGHT.

FURTHER, BY PARTICIPATING IN THE CHALLENGE, ALL ENTRANTS AGREE TO AT ALL TIMES DEFEND, HOLD HARMLESS, AND INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR IN ANY WAY RELATED TO THE CHALLENGE, THESE OFFICIAL RULES, ENTRANT'S ENTRY, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND THE ACCPETANCE, POSSESION, USE OR MISUSE OF THE PRIZE.

### **General Rules**

Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who is suspected of tampering or attempting to tamper with the entry, voting or selection process or the operation of the Challenge; violating the Official Rules; acting in an inappropriate or disruptive manner; or acting with intent to annoy, abuse, threaten or harass any person or business. Any attempt by any person, whether or not an entrant, to deliberately damage, destroy, tamper, vandalize, undermine or interfere with the operation of the Challenge may be a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek damages and diligently pursue all remedies against any such person to the fullest extent permitted by law.

Sponsor reserves the right, in its sole discretion, to terminate, cancel, modify or suspend the Challenge, or any part thereof, if it cannot be completed as planned for any reason including, without limitation, should virus, bugs, unauthorized human intervention, fraud, technical failure, or if any other factor, in Sponsor's sole discretion, affects the administration, security, fairness, integrity or proper operation of the Challenge. In the event Sponsor is prevented from continuing with the Challenge for any reason beyond its control including, without limitation, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), orders or requests by any governmental entity, severe weather, or other cause not reasonably within Sponsor's control, Sponsor shall have the right to modify, suspend or terminate the Challenge or prize.

Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute a waiver of such provision. In the event of any conflict or inconsistency between these Official Rules and any advertisement, promotional or marketing materials, or other announcements relating to the Challenge, these Official Rules shall govern. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## **Governing Law/Jurisdiction**

The Challenge and these Official Rules shall be governed by, and construed in accordance with, the laws of the state of Florida without regard to its conflict of laws principles. Except where prohibited by law, Entrant agrees that any and all disputes, claims, causes of action or controversies (“Claims”) arising out of or connected with this Challenge or any prize awarded shall be resolved (i) individually, without resort to any form of class action, and (ii) exclusively by a state court having jurisdiction located in the state of Florida, county of Miami-Dade. Entrant and their Business waive any and all objections to jurisdiction and venue in these courts and hereby submits to the exclusive jurisdiction of those courts. As a condition of participating in the Challenge, Entrant and their corresponding Business agree that under no circumstance will Entrant or their Business be permitted to obtain awards for, and Entrant and their Business hereby waive all rights to claim, punitive, incidental, consequential, special, indirect, lost profits or any other damages including, without limitation attorney’s fees, other than for out-of-pocket expenses (e.g. costs associated with participating in this Challenge), and Entrant further waives all rights to have damages multiplied or increased. In any event, the maximum aggregate liability of Sponsor to any person directly or indirectly relating to this Challenge or the prize shall not exceed the sum of \$10.00.

## **WINNER’S LIST**

To obtain a copy of any legally required Winner’s list, please send a self-addressed stamped envelope to: BankUnited, N.A. 14817 Oak Lane, Miami Lakes, FL 33016. Attention: Marketing. Winner’s list will be available after October 23, 2023. All such requests must be received by November 10, 2023.