

November Rent Day™ Terms

(1) Double Points on Bilt Mastercard®

When you make at least 5 transactions in a statement period using your Bilt Mastercard®, you'll earn double points on qualifying net purchases (purchases minus returns /credits) for this promotional offer.

This promotional offer is valid on the 1st day of every month, from 12am ET through 11:59pm PT, unless notice is provided to you at least 60 days in advance via email. For a purchase to qualify for this offer, the transaction must be made and the merchant must submit charges to your credit card on the first day of the month. You will earn 6 rewards points (3 bonus points) for every \$1 spent on net dining purchases (purchases minus returns/credits), 4 rewards points (2 bonus points) for every \$1 spent on net travel purchases (purchases minus returns/credits), and 2 rewards points (1 bonus point) for every \$1 spent on net purchases of anything outside of rent, travel, and dining (purchases minus returns/credits), subject to the [Bilt World Elite Mastercard® Rewards Program Terms and Conditions](#) and [Bilt Rewards Terms and Conditions](#). The maximum amount of bonus points you can earn under this promotion is 10,000 per month, regardless of how much you purchase. Purchases not processed using the Merchant Codes for Mastercard® mentioned above will not qualify for bonus points. Wells Fargo does not have the ability to control how a retailer chooses to classify their business and therefore reserves the right to determine which purchases qualify for bonus points. It may take up to seven (7) days for bonus points earned through this offer to post to your account upon making the 5th transaction in a statement period. To qualify for this promotional offer, your Bilt Mastercard® account must be open and not in default at the time of fulfillment. Should you receive points on an ineligible purchase, Bilt may deduct those points at its discretion.

Cardholders who are currently earning points through the [5X for 5 Days](#) promotion are not eligible for this promotion. Any category-specific or merchant-specific points promotion is also not eligible for double points on that specific category / merchant points accelerator.

(2) Emirates Skywards Tiered Transfer Bonus

1. You must be enrolled in Emirates Skywards to transfer your rewards points to Skywards Miles, which can then be used on Emirates flights.
2. Link your existing Emirates Skywards account or enroll at <https://www.emirates.com/us/english/skywards/registration/>.
3. Rewards points can be converted in increments of 1,000. Blue members must transfer a minimum of 2,000.
4. You will get a transfer bonus set based upon your Bilt® Membership Status as of the time you elect to transfer your rewards points on November 1, 2023, as follows:
 - Bilt® Platinum members: 150% bonus
 - Bilt® Gold members: 125% bonus
 - Bilt® Silver members: 100% bonus
 - Bilt® Blue members: 75% bonus

For the avoidance of doubt, the Bilt® Membership Status listed in your account as of the time you elect to transfer your rewards points using this bonus will dictate which transfer bonus you are eligible to receive. Your Bilt® Membership Status will not reflect all account activity immediately, the date each earn activity posts to your account is determined in part based upon the date provided by the applicable merchant and activities may take 96 hours or more to be reflected in your account.

5. In most cases transfer will be immediate, but allow up to 48 hours for the transfer to be completed. You will receive an email from Bilt® once the transfer has been completed. You will not be able to use Skywards Miles until they are credited to your account.
6. Once you have transferred rewards points, they cannot be reversed. They are no longer rewards points and they become subject to the Terms and Conditions of the [Emirates Skywards program](#).
7. Bilt® is not responsible for flight availability on Emirates or its partners, or any other rewards in the Emirates program.
8. Transfer bonus good for a single transfer only from 11/1/23 at 12am ET and 11/2/23, 2:59am ET
9. Skywards accounts that meet all of the following criteria will be placed in a frozen state until the account is reviewed:
 - a. Created within the past 120 days
 - b. No previous Emirates flight
 - c. The only accrual is from a conversion partner
 - d. A redemption is made for someone other than the account holder
 - e. A flight departing within 72 hours of the redemption is made

This promotion references that Bilt® Members can fly to Athens or Milan starting at a specified amount of rewards points. The details of these specified amounts for each Bilt® Membership Status are as follows:

- Bilt® Platinum members: Flights starting at 16,000 rewards points based on a 150% transfer bonus to book one-way economy from New York City to Athens or Milan during standard season
- Bilt® Gold members: Flights starting at 18,000 Bilt® Points based on a 125% transfer bonus to book one-way economy from New York City to Athens or Milan during standard season
- Bilt® Silver members: Flights starting at 20,000 rewards points based on a 100% transfer bonus to book one-way economy from New York City to Athens or Milan during standard season
- Bilt® Blue members: Flights starting at 23,000 rewards points based on a 75% transfer bonus to book one-way economy from New York City to Athens or Milan during standard season

Taxes, fees and carrier-imposed surcharges apply to all flights. Reward flights are subject to availability and Emirates Skywards membership is required.

(3) **Dining Experiences Offer**

Reservations for Dining Experiences will be available on October 27 starting at 12:00pm ET for all Bilt Rewards™ members. An individual seat at each Dining Experience can be reserved for 12,500 rewards points or \$150 dollars paid using any eligible card on file in the member's Bilt Wallet (must be a Visa®, Mastercard®, or American Express® card). Reservations cannot be made using a combination of cash and rewards points. Purchases made via card are eligible for rewards point earnings, though purchases will not be categorized under dining merchant category codes and rewards points will not be awarded as such. Maximum two seats may be reserved per account. For a reservation made with rewards points, rewards points will be deducted automatically from your account upon completion of your reservation. For a reservation made with a card, your card will be charged automatically. You will receive confirmation of your reservation by email. A Dining Experience reservation is not considered confirmed until the order is complete and confirmation via email is received. Dining Experience seats are limited and are only available on a first-come, first-served basis while supplies last. Any attempted or completed transfer, sale or barter of a Dining Experience seat after reservation will be void and the reservation will be forfeited without any refund of rewards points or dollars to the member.

This Dining Experiences Offer pertains to the following experiences, each of which is scheduled to occur on November 1, 2023 from 7pm-10pm local time:

- New York
 - **Shinji's Bar** - Cocktail Tasting & Showcase with food (23 spots available)
 - **The Bazaar** - Gastronomic Japanese/Spanish Tasting Experience (13 seats available)
 - **Misi** - Italian Chefs Tasting Experience (19 seats available)
 - **Mēdüzā Mediterrania** - Chefs Tasting with artisanal cocktail pairing (25 seats available)
- Boston
 - **Contessa** - Chefs Tasting with wine pairing (21 seats available)
 - **1928 Beacon Hill** - Chefs Tasting with wine pairing (18 seats available)
- Dallas
 - **Carbone** - Chefs Tasting with wine pairing (13 seats available)
 - **Alice** - Pan-Asian chefs tasting highlighting dishes from various Asian countries - cocktail pairing (25 seats available)
- Miami
 - **Carbone** - Chefs Tasting with wine pairing (19 seats available)
 - **Mila** - Japanese/Mediterranean fusion tasting experience (19 seats available)

No substitutions or rain checks will be permitted. Bilt reserves the right to adjust quantities (including after a reservation has been processed) and to revise, suspend or terminate this Dining Experiences Offer at any time without notice. Bilt may at any time amend, modify or supplement any terms and conditions applicable to the Dining Experiences Offer, and your continued participation will constitute your acceptance of any such amendment, modification or supplementation. All events made available through this Dining Experiences Offer are being provided as is without warranties of any kind, unless expressly stated in the item description. Each reservation is for a set date and cannot be modified or extended for any reason. Bilt shall bear no responsibility if the event is rescheduled or canceled by the restaurant for any reason, including but not limited to force majeure. If the event is canceled, Bilt will refund any rewards points or dollars you used to complete your reservation. If you need to cancel your reservation for any reason, you must cancel in the Bilt app by 11:59pm local time on October 30, 2023 in order to be eligible for a rewards point refund or dollar refund. Rewards points and dollars will be refunded within seven (7) days of written request. Rewards points or dollars will not be refunded for cancellations after 11:59pm local time on October 30, 2023 or in the case of failing to show up for the Dining Experience. Reservations will close at 4:00pm ET on November 1, 2023. Reselling reservations is prohibited and can lead to the suspension of your account, preventing you from redeeming future experiences and potentially other rewards.

You must be at least 21 years of age to reserve a seat and attend a Dining Experience. You must be of legal drinking age to consume alcohol. Please drink responsibly. Bilt is not responsible for notifying a restaurant of any food allergies or any other dietary restrictions or preferences.

You grant to Bilt the unrestricted right and permission to photograph you and to use your names, photographs, images, voice, likenesses and any comments arising out of the event, in whole or in part, and to use, edit, present, transmit, and display the same, without restriction as to changes or transformations, in connection with its business, in all forms and media now known or hereafter developed, without payment of royalties. You agree to release and hold Bilt and its subsidiaries, affiliates, officers, directors, agents and employees harmless from and against any claim or cause of action arising out of participating in this Dining Experiences Offer, including, but not limited to personal injury, property damage or other loss.

Bilt is not endorsed or sponsored by any restaurant or any of their respective parents, affiliates and subsidiaries in any way. Any questions regarding this promotion should be directed to Bilt.

(4) **Point Quest**

Bilt Rewards™ members will receive 10 rewards points for answering question 1 correctly, 20 rewards points for answering question 2 correctly, 30 rewards points for answering question 3 correctly, 40 rewards points for answering question 4 correctly, and 50 rewards points for answering question 5 correctly in Point Quest. If all 5 questions are answered correctly, members will be eligible for a 6th bonus question. Members will receive 100 rewards points if they answer the bonus question correctly. If all questions are answered correctly, the member will win the maximum total of 250 rewards points. Bilt will decide in its sole discretion what counts as a correct answer. This promotional offer is only applicable once per game per account regardless of method of entry. Additional entries in excess of the limit may be disqualified. Rewards points earned from playing Point Quest will be tallied up and deposited to your Bilt Rewards™ account after each question has been completed. Please allow up to 7 business days for the rewards points to credit to your account. Members are only eligible to receive rewards points from playing Point Quest on the first of the month. Rewards points can only be earned the first time a member plays Point Quest on the first of the month. If the Bilt app is force quit during the Point Quest game, rewards points earned prior to quitting may be forfeited. All answers selected as part of the Point Quest game are final. Bilt will decide in its sole discretion what counts as a correct answer in PointQuest. Rewards points earned through participation in this campaign are subject to the [Bilt Rewards Program Terms and Conditions](#).

(5) **SoulCycle Rent Day™ Rides**

The “SOULCYCLE RENT DAY™ RIDES” Limited Time Offer (the “Offer”) gives Bilt Rewards members the chance to book a free bike in a Rent Day™ ride themed class on the first of each month occurring on or after September 1, 2023 (“Rent Day™ Ride”). Reservations for SoulCycle Rent Day™ Rides on November 1, 2023 will be available on October 27 starting at 12:00pm ET for all Bilt Rewards™ members. To redeem the Offer, Rider must book a free Rent Day™ Ride bike in the Bilt app. Free bikes will be available on a first-come, first-served basis. Bilt will distribute ten (10) free Rent Day™ Rides at each SoulCycle studio nationwide. This Offer is redeemable in-studio only, limit one free bike per person. All classes received through the Offer must be used exclusively in a Rent Day™ Ride and any unused Offer classes will expire after the first day of each month. SoulCycle classes are governed by SoulCycle’s [Terms and Conditions](#). At the time of booking a free bike, Riders will be required to provide a card that will not be charged upon reservation. This card will only be charged in the case of a Rider canceling their reservation after 5:00pm local time the night prior to the class. In order to cancel a Rent Day™ Ride reservation, you must unreserve your bike in the Bilt app by 5:00pm local time the night prior to the class. Failing to cancel your reservation before 5:00pm the night prior to the class or failing to show up for your Rent Day™ Ride reservation may result in you being charged \$30 to cover the cost of the class, as well as you being ineligible to book a free bike in future Rent Day™ Rides. In the case that no card is provided upon reservation and the ride is canceled after 5:00pm local time the night prior to the class, a card on file may be charged \$30. Offer not valid in combination with other offers, coupons, savings certificates, warehouse sales, special offers, discounts or promotions. Offer cannot be applied to previous purchases or to the purchase of gift cards. This Offer may not be purchased, sold, traded or transferred. This Offer has no cash value. Void where prohibited. Offer subject to change without notice. While supplies last. SoulCycle reserves the right to modify or cancel the Offer at its sole discretion, whether due to system errors, unforeseen circumstances, or otherwise. Valid for the intended recipient only. Bikes are limited and not guaranteed.

(6) **Rent Free™ Game Show - Win a Month of Rent Official Rules**

**RENT FREE™ GAME SHOW
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the fifty (50) United States and the District of Columbia. Subject to all federal, state, and local laws, regulations and ordinances. The Bilt Rent Free™ Game Show Sweepstakes (the “**Sweepstakes**”) begins on October 26th, 2023 at 7:00 a.m. Eastern Time (“ET”) and ends on November 1, 2023 at 3:00 a.m. ET (the “**Sweepstakes Period**”). Sponsor’s computer is the official timekeeping device for this Sweepstakes.

BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND OTHER SWEEPSTAKES ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1. SPONSOR:** The Sponsor for this Sweepstakes is Bilt Technologies, Inc. (“Company” or “Sponsor”), 31 Bond Street, New York, NY 10012.
- 2. ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents in the fifty (50) United States and the District of Columbia who are 18 years of age or older (19 years of age in Alabama and Nebraska 21 years of age in Mississippi) at the time of entry (each, an “Entrant”). Employees, officers, directors and agents of Company, any other company involved in the presentation, administration or fulfillment of the Sweepstakes, and/or their respective subsidiaries, affiliated companies and divisions (collectively, the “Sweepstakes Entities”), and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winners. Participation constitutes Entrant’s full and unconditional agreement to these official rules (“Official Rules”) and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes.
- 3. HOW TO ENTER:** Participants may enter using either of the following two (2) methods of entry for this Sweepstakes (each an “Entry Option”):

(a) **TO ENTER BY COMPLETING THE BILT RENT FREE™ GAME SHOW QUESTION:** During the Sweepstakes Period, go to the Bilt app or <https://www.biltrewards.com/games/rent-free/november-kevin-oleary> and complete and submit the free entry form with all required information, including answers to the required question for the game show. Upon completion and submission of the entry form, provided you have entered all required information to be eligible to enter and win including all three correct answers to the questions, you automatically will be entered with one (1) entry into the Sweepstakes for each correct answer you provide.

(b) **TO ENTER WITHOUT COMPLETING THE BILT RENT FREE™ GAME SHOW:** If you are unable to complete the Bilt Rent Free™ Game Show due to a disability, you may still enter the Sweepstakes by emailing your valid home address, name and email address, along with a sworn statement that you are legally blind or otherwise unable to complete the Rent Free™ Game Show due to a disability, to rentfreegiveaway.amoe@biltrewards.com. Your name will be entered in the drawing described further below.

Upon completing Entry Option a., you will be entered with one (1) entry into the Sweepstakes (one for each correct answer you provide). Bilt will decide in its sole discretion what counts as a correct answer. Upon completing Entry Option Entry Option b., you will be entered with one (1) entry into the Sweepstakes. By entering in this Sweepstakes, you signify and agree that your entry and any other materials submitted in connection with this Sweepstakes may be posted on Sponsor's website and/or other social media sites or applications associated with the Sweepstakes in a manner that is consistent with these Official Rules. Upon submission of entry in this Sweepstakes, you agree that Sponsor may contact you via social media, including on Instagram, by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor's social media page. If you do not have an Instagram account, and would like to make one, you may create an account for free at www.instagram.com. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. ***If you are entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.***

LIMIT ONE (1) ENTRY PER PERSON. ADDITIONAL ENTRIES IN EXCESS OF THE LIMIT MAY BE

DISQUALIFIED. Automated and/or third-party entries are prohibited and will be disqualified. Multiple Entrants are not permitted to share the same email address or social media account. Any attempt by any Entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that Entrant's entries, and that Entrant may be disqualified at Sponsor's and/or Administrator's discretion. Multiple Entrants are not permitted to share the same email address. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, illegible, corrupted or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected or illegible entries; lost, interrupted or unavailable network, server or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware) or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor and/or Administrator. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address used to enter will be deemed to be the Entrant or participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working or inactive email address will be disqualified and ineligible to win.

- 4. SELECTION OF WINNERS:** On or about November 2, 2023, Sponsor will select the name of potential winners of prizes in a random drawing from among all entries received. The odds of winning are based on the number of eligible entries received. A random number generator will be used to select Seven (7) total Rent Payment Prize winners, defined and discussed below. If a potential Rent Payment Prize winner is unable to take receipt of the Rent Pay Prize, including if the potential prize winner is not a signed party to an active residential rental agreement, the potential prize winner shall forfeit the prize and a new potential prize winner will be selected from all remaining eligible entries. The potential winners will be notified on or about November 2, 2023 by email and, in addition, winners will be announced on Instagram on or about November 3, 2023, regardless of whether they have an active Instagram account. Winners with an active Instagram account will be tagged in the announcement.

For prizes with a value of more than \$600, except where legally prohibited, each potential prize winner must sign and return (or have his or her parent/legal guardian sign and return if potential winner is a minor in his or her respective jurisdiction of residence), within seven (7) days of being

notified, a Declaration of Eligibility, Liability & Publicity Release ("Declaration") in order to claim their prize. If a potential winner cannot be contacted via email, telephone, and/or registered mail after the first attempt to contact them, or if they fail to sign and return the Declaration of Eligibility, Liability & Publicity Release or any other documentation that Sponsor may require within the required time period (if applicable), if potential winner is unable or unavailable to claim prize within any time period specified by Sponsor, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. If Sponsor is unable to determine and verify a potential winner after repeated attempts or if it does not receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award any or all of the prize(s).

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. **PRIZES:** There will be seven (7) prizes awarded. Seven (7) prize winners will each receive one (1) payment, up to and not exceeding \$2,500, to match the prize winner's residential rental payment for one month ("Rent Payment Prize"). Approximate Retail Value ("ARV") of each Rent Payment Prize: \$2,500. Total ARV of all prizes to be awarded: \$17,500.. Limit one (1) prize per person.
6. **PRIZE RESTRICTIONS:** In order to take receipt of a Rent Payment Prize, the prize winner must provide proof that he/she/they are a signatory party to an active residential rental or landlord/tenant or lessor/lessee agreement that provides that the signatory party is responsible for paying rent in exchange for his/her/their residence as of the time of prize notification. "Rent" shall mean the regular payment made to a landlord for the use of property or land. Within 5 days of receipt and confirmation of the existence of such qualifying rental agreement, Sponsor shall issue a payment to winner in the form of check or wire payment. Any difference in amount between prize winner's rent amount and the maximum prize amount of \$2,500 shall not be awarded. Any rental costs or obligations beyond the \$2,500 shall continue to be the sole responsibility of winner. Any and all applicable federal, state and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at their discretion. Sponsor will not replace any lost or stolen prizes. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Sponsor is not responsible for any delay or cancellation of the prize delivery due to unforeseen circumstances or those outside of their control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, the prize will not be delivered and no additional compensation will be provided.
7. **GENERAL CONDITIONS:** Sweepstakes participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and/or all media) contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor

reserves the right to disqualify any individual it finds to be attempting to tamper with or to undermine the entry process, any website associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes; to violate 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error that may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control

impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) terminate the Sweepstakes and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

- 8. LIMITATION OF LIABILITY AND RELEASES:** BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT SWEEPSTAKES ENTITIES, INSTAGRAM, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, PANDEMICS, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT

AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

- 9. PUBLICITY AND INTELLECTUAL PROPERTY RELEASE:** EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES WINNER'S PERMISSION AND GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND ITS DESIGNEES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, HOMETOWN AND STATE), PRIZE INFORMATION, QUOTES ATTRIBUTABLE TO WINNER, AND ANY OTHER ELEMENTS OF ENTRANT'S PERSONA FOR ADVERTISING, TRADE AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION OR NOTIFICATION, INCLUDING IN A LIST TO BE USED BY SPONSOR AND ITS DESIGNEES AND ITS PARTNERS TO RE-TARGET ENTRANTS VIA EMAIL OR ANY SPONSOR APP, UNLESS PROHIBITED BY LAW.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING EACH WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES AND ALL PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. DISPUTES.

Arbitration

In the event the parties hereto are not able to resolve any dispute between them arising out of or concerning this Sweepstakes and/or these Official Rules, or any provisions hereof, whether arising in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved exclusively through final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered under the Commercial Arbitration Rules of the American Arbitration Association. The exclusive site of such arbitration shall be in New York, New York. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the arbitrator. This arbitration provision shall survive the termination of this Sweepstakes for any reason. Notwithstanding the foregoing, Sponsor may bring a claim for injunctive relief against an Entrant's violation of these Official Rules for this Sweepstakes in any court of competent jurisdiction.

Class Action Waiver

BY PARTICIPATING IN THIS SWEEPSTAKES AND AGREEING TO THESE OFFICIAL RULES, YOU HEREBY WILLINGLY, EXPRESSLY, AND KNOWINGLY WAIVE ALL RIGHT TO BRING OR PARTICIPATE IN ANY CLASS-ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR PRIVATE ATTORNEY-GENERAL ACTION BROUGHT UNDER OR IN CONNECTION WITH THIS SWEEPSTAKES AND THESE OFFICIAL RULES. YOU MAY NOT BRING ANY CLAIM, SUIT, OR OTHER PROCEEDING TO ENFORCE THIS SWEEPSTAKES OR

THESE OFFICIAL RULES AS THE MEMBER OF ANY CLASS OR AS PART OF ANY SIMILAR COLLECTIVE OR CONSOLIDATED ACTION.

Governing Law

This Sweepstakes and these Official Rules are governed by the laws of the State of New York, without reference to its principles of conflict of laws. Subject to the foregoing arbitration requirements, any claim, suit, or other proceeding brought between you and Sponsor under these Official Rules shall be adjudicated exclusively in the state and federal courts sitting in New York, New York, and you hereby expressly submit to such jurisdiction for the final resolution thereof.

- 11. SEVERABILITY:** If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.
- 12. PRIVACY:** Information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at [HTTP://WWW.BILTREWARDS.COM/PRIVACY](http://www.biltrewards.com/privacy).
- 13. OFFICIAL RULES AND WINNERS LIST:** For a copy of the Official Rules, visit <https://www.biltrewards.com/terms/rent-free-november> or send a self-addressed, stamped envelope to: Bilt Technologies, Inc., 31 Bond Street, New York, NY 10012. Official Rules will remain available online for at least thirty (30) days after the end of promotion. Vermont residents may exclude return postage on requests for Official Rules. For a copy of Winner names, send a self-addressed, stamped envelope to: Bilt Technologies, Inc., 31 Bond Street, New York, NY 10012 before April 1, 2024.

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(7) SoulCycle Rent Day™ Ride - Win a Month of Rent Official Rules

**RENT DAY™ RIDE SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the fifty (50) United States and the District of Columbia. Subject to all federal, state, and local laws, regulations and ordinances. The Rent Day™ Ride Sweepstakes (the "**Sweepstakes**") begins on October 27th, 2023 at 12:00 p.m. Eastern Time ("**ET**") and ends on October 31, 2023 at 7:00 p.m. ET (the "**Sweepstakes Period**"). Sponsor's computer is the official timekeeping device for this Sweepstakes.

BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND OTHER SWEEPSTAKES ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1. SPONSOR:** The Sponsor for this Sweepstakes is Bilt Technologies, Inc. ("**Company**" or "**Sponsor**"), 31 Bond Street, New York, NY 10012.
- 2. ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents in the fifty (50) United States and the District of Columbia who are 18 years of age or older (19 years of age in Alabama and Nebraska, 21 years of age in Mississippi) at the time of entry (each, an "**Entrant**" or a "**Participant**").

Additionally, to be eligible to enter and/or win a prize, any Entrant via Entry Option a. (described below), must attend the SoulCycle Rent Day™ Ride class (the “**Class**”). Employees, officers, directors and agents of Company, any other company involved in the presentation, administration or fulfillment of the Sweepstakes, and/or their respective subsidiaries, affiliated companies and divisions (collectively, the “**Sweepstakes Entities**”), and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winners. Participation constitutes Participant’s full and unconditional agreement to these official rules (“**Official Rules**”) and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes.

3. HOW TO ENTER: Participants may enter using either of the following two (2) methods of entry for this Sweepstakes (each an “**Entry Option**”):

- a. **TO ENTER BY ATTENDING A SOULCYCLE RENT DAY™ RIDE CLASS ON NOVEMBER 1ST:** During the Sweepstakes Period, eligible Entrants may go to www.soul-cycle.com or, while logged into your Bilt Rewards account, go to the Bilt app (“**Bilt App**”) on a mobile device or at www.biltrewards.com, and book a SoulCycle Rent Day™ Ride class to take place on November 1, 2023 at any one of its 56 participating locations (subject to availability). Participating locations and available SoulCycle Rent Day™ Ride class times will be specially marked on the Bilt app, the SoulCycle App, and through both websites. You will then need to attend the SoulCycle Rent Day™ Ride class you booked, and you will need to review and agree to the Sweepstakes terms and conditions at the time of the class to complete your entry and maintain eligibility.

Availability of SoulCycle Rent Day™ Ride classes is limited, and they may sell out.

- b. **TO ENTER WITHOUT ATTENDING A SOULCYCLE RENT DAY™ RIDE CLASS:** To enter the Sweepstakes without booking and attending a SoulCycle Rent Day™ Ride class, mail your valid home address, name, phone number and email address along with the location of the SoulCycle studio nearest you to 31 Bond Street, New York, NY 10012, or fax the same information to (347) 943-8154.

Upon completing either Entry Option a. or Entry Option b., you will be entered with one (1) entry into the Sweepstakes. Upon submission of entry in this Sweepstakes, you also agree that Sponsor may contact you via social media, including on Instagram, by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor’s social media page. If you do not have an Instagram account, and would like to make one, you may create an account for free at www.instagram.com. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. ***If you are entering via a mobile device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply.***

LIMIT ONE (1) ENTRY PER PERSON REGARDLESS OF ENTRY OPTION. ADDITIONAL ENTRIES IN EXCESS OF THE LIMIT MAY BE DISQUALIFIED. If you book multiple bikes in a Rent Day™ Ride class you will still receive a maximum of one (1) entry, and if you book more than five (5) bikes in a Rent Day™ Ride class you will be disqualified from participating in this Sweepstakes. Automated and/or third-party entries are prohibited and will be disqualified. Multiple Participants are not permitted to share the same email address or social media account. Any attempt by any Participant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that Participant’s entries, and that Participant may be disqualified at Sponsor’s discretion. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, illegible, corrupted or untimely entries are void and will be disqualified. Sponsor and its agencies are not

responsible for lost, late, incomplete, damaged, stolen, misdirected or illegible entries; lost, interrupted or unavailable network, server or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware) or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of a Participant, the authorized account holder of the email address used to enter will be deemed to be the Entrant or Participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working or inactive email address will be disqualified and ineligible to win.

4. **SELECTION OF WINNER:** On or about October 31, 2023, Sponsor will select the name of potential winners of prizes in a random drawing from among all eligible entries received. The odds of winning are based on the number of eligible entries received. If a potential prize winner is unable to take receipt of the prize, including if the potential prize winner is not a signed party to an active residential rental agreement, or has not met all eligibility requirements, the potential prize winner shall forfeit the prize and a new potential prize winner will be selected from all remaining eligible entries. The potential winners will be notified on or about November 1, 2023, either in person at the SoulCycle Rent Day™ Ride class they attend or by email via the email address provided at the time of entry and, in addition, winners with an active Instagram account will receive a DM on Instagram.

For prizes with a value of more than \$600, except where legally prohibited, each potential prize winner must sign and return, within seven (7) days of being notified, a Declaration of Eligibility, Liability & Publicity Release ("**Declaration**") to claim their prize. If a potential winner cannot be contacted via email, telephone, and/or registered mail after the first attempt to contact them, if they fail to sign and return the Declaration or any other documentation that Sponsor may require within the required time period (if applicable), if they are unable or unavailable to claim prize within any time period specified by Sponsor, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. If Sponsor is unable to determine and verify a potential winner after repeated attempts or if it does not receive enough entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award any or all of the prize(s).

Verification of Potential Winner: ANY POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT AND/OR PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S/PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED AND THE ENTRANT AND/OR PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. **PRIZE:** There will be one (1) prize awarded. The prize winner, upon confirmation of eligibility, will receive one (1) payment up to and not exceeding \$2,500 to match the prize winner's residential rental payment for one month. Approximate Retail Value ("**ARV**") of the prize: up to \$2,500.

PRIZE RESTRICTIONS: In order to take receipt of a prize, the prize winner must provide proof that they are a signatory party to an active residential rental or landlord/tenant or lessor/lessee agreement that provides that the signatory party is responsible for paying rent in exchange for his/her/their residence as of the time of prize notification. "**Rent**" shall mean the regular payment made to a landlord for the use of property or land. Within 5 days of receipt and confirmation of the existence of such qualifying rental agreement, Sponsor shall issue a payment to winner in the form

of check or wire payment. Any difference in amount between prize winner's rent amount and the maximum prize amount of \$2,500 shall not be awarded. Any rental costs or obligations beyond the \$2,500 shall continue to be the sole responsibility of winner.

Any and all applicable federal, state and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at their discretion. Sponsor will not replace any lost or stolen prizes. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Sponsor is not responsible for any delay or cancellation of the prize delivery due to unforeseen circumstances or those outside of their control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, the prize will not be delivered and no additional compensation will be provided.

- 6. GENERAL CONDITIONS:** Sweepstakes participation constitutes Participant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and/or all media) contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor

reserves the right to disqualify any individual it finds to be attempting to tamper with or to undermine the entry process, any website associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes; to violate 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by Participants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error that may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Sweepstakes or receipt or use or misuse of any prize. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control

impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) terminate the Sweepstakes and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

- 7. LIMITATION OF LIABILITY AND RELEASES:** BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT SWEEPSTAKES ENTITIES, INSTAGRAM, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE “**RELEASED PARTIES**”) WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, PANDEMICS, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.
- 8. PUBLICITY AND INTELLECTUAL PROPERTY RELEASE:** EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES WINNER’S AND/OR PARTICIPANT’S PERMISSION AND GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND ITS DESIGNEES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER’S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, HOMETOWN AND STATE), PRIZE INFORMATION, QUOTES ATTRIBUTABLE TO WINNER, AND ANY OTHER ELEMENTS OF WINNER’S AND/OR PARTICIPANT’S PERSONA FOR ADVERTISING, TRADE AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION OR NOTIFICATION, INCLUDING IN A LIST TO BE USED BY SPONSOR AND ITS DESIGNEES AND ITS PARTNERS TO RE-TARGET WINNERS AND/OR ENTRANTS VIA EMAIL OR ANY SPONSOR APP, UNLESS PROHIBITED BY LAW.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING EACH WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES AND ALL PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. DISPUTES.

Arbitration

In the event the parties hereto are not able to resolve any dispute between them arising out of or concerning this Sweepstakes and/or these Official Rules, or any provisions hereof, whether arising in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved exclusively through final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered under the Commercial Arbitration Rules of the American Arbitration Association. The exclusive site of such arbitration shall be in New York, New York. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the arbitrator. This arbitration provision shall survive the termination of this Sweepstakes for any reason. Notwithstanding the foregoing, Sponsor may bring a claim for injunctive relief against a Participant's violation of these Official Rules for this Sweepstakes in any court of competent jurisdiction.

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- 10. SEVERABILITY:** If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.

11. PRIVACY: Information collected from Participants is subject to the Sponsor's Privacy Policy, which can be found at <http://www.biltrewards.com/privacy>.

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