

**Award Contest  
Official Rules**

---

**NO PURCHASE, OBLIGATION OR TRANSACTION NECESSARY TO ENTER THE AWARD  
CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**SPONSOR.** San Diego County Credit Union, 6545 Sequence Drive, San Diego, CA 92121 (“**SDCCU**®” or “**Sponsor**”). The Award Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

**VOTING/ENTRY PERIODS.** The Best Local Drama Teacher Award Contest, Sponsored by SDCCU (“**Award Contest**”) begins on 05/13/2014 at 8:00 a.m. Pacific Time (“**PT**”) and ends on 05/31/2014 at 11:59 p.m. PT (“**Award Contest Period**”). The one (1) Nominee (defined below) with the most votes on the Site during the Award Contest Period will be selected as the grand prize winner, on or about 06/01/2014 at 6:00 p.m. PT (“**Winner Selection Date**”), as more fully set forth below. Entry in the Award Contest does not constitute entry into any other promotion, sweepstakes or contest.

**ELIGIBILITY.** The Award Contest is open to lawful, permanent residents of the United States, 18 years of age or older and who are not considered a minor in their state of residence. Employees, vendors, Board Members, volunteers and consultants of SDCCU® and its subsidiaries, and their immediate family members (i.e. parents, children, siblings, spouse) and members of their households (whether related or not) are not eligible to win. Award Contest is void in Puerto Rico, U.S. territories and possessions, outside of the United States, and where restricted or prohibited by law. Award Contest subject to all applicable federal, state and local laws. SDCCU® reserves the right to disqualify anyone who fails to follow these Official Rules or who makes any misrepresentations relative to the Award Contest or redemption of prize. Entries by ineligible persons, fraudulent entries or entries created in error will be disqualified and an alternate entry selected. Nominees, Nominators (defined below), and Voters (defined below) are collectively referred to in these Official Rules as “**Participants**” or a “**Participant**.”

**Nominations:**

If you (“**Nominator**”) know of a deserving drama/theatre teacher in San Diego County who has made a positive difference in your life, the life of your child, or the life of your community (each a “**Nominee**”), Nominator can enter him or her in the Award Contest during the Award Contest Period as follows: (1) visit the SDCCU Facebook page (the “**Site**”) and “like” SDCCU; (2) fill out and submit the entry form including all information requested such as a narrative description (the “**Submission**”). Entry and voting will close at the end of the Award Contest Period.

When making an entry, each Nominator; (3) must comply with the following requirements (“**Nomination Requirements**”): (1) Nominator may only enter and provide information about a Nominee with the Nominee’s express permission to do so; (2) Nominator may only enter a Nominee who meets the eligibility criteria above and who is a drama or theater teacher in San Diego County; (3) the Submission must be the submitting Participant’s original, previously unpublished work and not include any material owned or controlled by third parties (including without limitation, third party copyrighted material); (4) the Participant must provide upon request all appropriate clearances, permissions and releases for the Submission (in the event an Participant cannot provide all required releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor’s benefit, or allow the applicable Submission to remain in the Award Contest); and (5) the Submission must not include any content that is obscene, pornographic, libelous or otherwise objectionable. Any Submission that, in Sponsor’s good faith judgment, violates the Nomination Requirements will be disqualified. No substitutions of new versions of Submissions will be accepted under any circumstances once the original Submission is submitted for consideration. Any Submission that is considered by Sponsor in its sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified and will not be eligible for entry. If submitting. Sponsor reserves the right to reject or remove any Nominee from voting on the Site if, in Sponsor’s sole discretion, the Nominee does not meet the Nomination Requirements.

## Award Contest Official Rules

---

### **Voting:**

Once a Nominee is entered, Facebook users can vote for their favorite Nominee (each person who votes, a “**Voter**”) on the Site during the Award Contest Period. **Limit one (1) vote person per day.**

### **Presentation of the Best Local Drama Teacher Award:**

The announcement of the grand prize winning Nominee with the most votes and who will receive the Best Local Drama Teacher Award will take place at the 2014 Ben Vereen Awards San Diego Competition on Saturday, June 7, 2014 at the Speckles Theatre. The results will also be posted on the Site.

**GENERAL CONDITIONS OF PARTICIPATION.** SDCCU® is not responsible for, and will not accept, lost, late, incomplete, delayed, damaged, destroyed, deleted, erased, stolen or illegible entries. SDCCU® will not verify receipt of entries or votes for Participants. Mechanically reproduced entries or votes will not be accepted. Once submitted, all entries become the property of SDCCU® and none will be returned. SDCCU® assumes no responsibility for any error, problem or malfunction (human, technical, or otherwise) which may occur in the creation, maintenance or processing of Award Contest entries or votes, or which prevents entries or votes from being created. The Site database clock is the official timekeeper for the Award Contest. Except as otherwise contemplated in these Official Rules, and to the extent Participants may otherwise elect at the time of entry or voting, personal information collected in connection with the Award Contest will be used in accordance with Sponsor’s online privacy policy located at <http://www.sdccu.com/pages/rcenter/disclosures.asp>. Any communication or information transmitted to Sponsor by e-mail or otherwise is and will be treated as non-confidential and non-proprietary. Participants are providing their information to Sponsor and not to Facebook. Entry and voting must be made by the Participant as set forth above. Tampering with the entry process or the operation of the Award Contest, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry or vote cannot be resolved to Sponsor’s satisfaction, the affected entry or vote will be deemed ineligible. To obtain a list of winners or these Official Rules, send a self-addressed, stamped envelope to: San Diego County Credit Union, Drama Teacher Award Contest Winners/Official Rules, Attn: Marketing Dept., 6545 Sequence Drive, San Diego, CA 92121. Specify “winners list” or “official rules” in your request.

**AGREEMENT TO OFFICIAL RULES.** Participation in the Award Contest constitutes Participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of SDCCU, which are final and binding in all matters relating to this Award Contest.

**IMPORTANT NOTE:** Any Participant who incorporates any intellectual property owned by a third party into his or her Submission does so at his or her own risk. Without in any way limiting, expanding or amending the Terms of Use policy residing on Sponsor’s website, [www.sdccu.com](http://www.sdccu.com), (the “**Website**”) which Terms of Use policy shall remain in full force and effect, if Sponsor is duly notified that any element of a Participant’s Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Website or Site because of such infringement, such Submission may be disqualified from the Award Contest, as Sponsor may determine in its sole discretion.

**NOMINATOR REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each Nominator represents and warrants as follows: (i) Nominator’s entry of a Nominee and Submission meet the Nomination Requirements; (ii) the Submission is the Participant’s own original, previously unpublished, and previously unproduced work; (iii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Participant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iv) Nominator’s entry of a Nominee and Submission do not and will not violate or infringe upon the intellectual property rights, publicity or privacy rights, or other rights of any third party; and (v) Nominator’s entry of a Nominee and Submission do not

## Award Contest Official Rules

---

and will not violate any applicable laws, and are not and will not be defamatory or libelous. Each Nominator hereby agrees to indemnify and hold the Award Contest Entities (defined below) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Nominator hereunder.

**PARTICIPANT'S GRANT OF RIGHTS:** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each Participant hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, publicly display, distribute, exploit and otherwise use the Submission throughout the universe, in perpetuity, for any reason whatsoever in any and all media, without further notice to, consent by, or payment to Participant. Without in any way limiting the foregoing, Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, make derivative works of or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each Participant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Nomination Requirements.

**WINNER SELECTION/NOTIFICATION.** On or about the Winner Selection Date, the one (1) Nominee with the most votes on the Site at the end of the Award Contest Period will be deemed the grand prize winner of the Award Contest. Vote counts listed on the Site are unofficial and are for reference only. Winners will be notified via phone, email or other methods using the contact information provided by Nominator at entry. SDCCU® will make its best reasonable effort to contact the winner. If any potential prize winner does not respond to prize notification attempts within two (2) days of the first notification attempt (or such shorter time as exigencies may require), is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded.

**PRIZE.** One (1) grand prize will be awarded. The grand prize consists of two (2) tickets to the Jimmy Awards on Broadway in New York, two (2) roundtrip airline tickets to New York, and (1) one double occupancy hotel room for two nights in the New York area. (Approximate Retail Value ("**ARV**"): \$2,000).

The grand prize winner's travel companion must be eighteen (18) years of age or older, or if such travel companion is under the age of majority in his or her state of residence (a "**minor**"), the grand prize winner must be such minor's parent or legal guardian, or travel with the written permission of such parent or legal guardian in form and substance acceptable to Sponsor in its sole discretion. In the event a grand prize winner's residence is close enough to New York, NY such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the applicable grand prize will not include air transportation from such grand prize winner's residence and no other substitution or compensation will be provided in lieu thereof. The grand prize winner and his or her travel companion must travel together on the same itinerary and must possess all required travel documents, including visas and valid passports, if and as applicable, and comply with any applicable hotel check-in requirements, such as presentation of a major credit card. Travel restrictions and blackout dates may apply. All aspects of the travel portions of the grand prize must be conducted on such dates as determined by Sponsor in its sole discretion. The dates of departure and return are subject to change at Sponsor's sole discretion. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. The ARV for travel prizes may vary depending upon

## Award Contest Official Rules

---

points of departure and destination. Sponsor reserves the right to structure travel routes and select hotels in its sole discretion. The ARV for travel prizes is an estimate made before the Award Contest begins. The grand prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for any travel prize begins and ends at the point of departure. Room taxes and other hotel fees are not included and if applicable may be payable at the time of check-out by the winner/guest. A deposit or payment in advance, or presentation of a credit card by the grand prize winner, may be required at the time of check-in at the hotel. Any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and the grand prize winner is solely responsible for any charges and/or fees arising from changes made directly with the hotel. The prize restrictions/conditions stated herein are not all-inclusive and the Grand prize described above may be subject to additional restrictions/conditions, which may be stated in the "Prize Claim Documents" (as defined below) and/or other travel documents. **TRAVEL MUST BE COMPLETED ON OR ABOUT JUNE 29, 2014 TO JULY 1, 2014, AS DETERMINED BY SPONSOR. IF THE GRAND PRIZE WINNER IS UNABLE TO PARTICIPATE IN THE TRIP ON THE DATES SELECTED BY SPONSOR, THE GRAND PRIZE WILL BE FORFEITED IN ITS ENTIRETY.** In the event the grand prize winner and/or his or her travel companion engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the grand prize winner and/or his or her travel companion home with no further compensation.

**GENERAL PRIZE CONDITIONS.** Exact prize components are subject to change without notice. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Award Contest materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and where imposing such condition is legal, a Publicity Release (collectively, the "**Prize Claim Documents**"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within two (2) days of prize notification (or such shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected. The winner's travel companion may also be required sign an Affidavit of Eligibility and a Liability Release prior to travel. In no event will more than the stated number of prizes be awarded. SDCCU® reserves the right to void or reverse the awarding of any prizes obtained fraudulently or illegally and to seek appropriate remedies to recover any prizes. **ALL PRIZES ARE 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.**

**TAX ISSUES.** SDCCU will report all prize winnings to the appropriate state and federal agencies as required by applicable law. **ALL TAXES, FEES, SURCHARGES OR LIABILITIES ON OR RELATING TO PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. PAYMENT OF ANY FEDERAL, STATE OR LOCAL TAXES WILL BE THE OBLIGATION OF THE WINNER AND ANY COSTS NOT SPECIFICALLY IDENTIFIED HEREIN ARE THE RESPONSIBILITY OF THE PRIZE WINNER.**

**DATES & DEADLINES/ANTICIPATED NUMBER OF NOMINEES:** Because of the unique nature and scope of the Award Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Award Contest. Sponsor cannot accurately predict the number of Nominees who will be entered for voting in the Award Contest.

**Award Contest  
Official Rules**

---

**NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Participant hereby acknowledges and agrees that the relationship between the Participant and the Award Contest Entities is not a confidential, fiduciary, or other special relationship, and that the Participant's decision to provide the Participant's Submission to Sponsor for purposes of the Award Contest does not place the Award Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Participant's Submission. Each Participant understands and acknowledges that the Award Contest Entities have wide access to ideas, stories, photographs, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Participant acknowledges that many ideas or photographs may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of any Award Contest Entity's use of any such similar or identical material. Each Participant acknowledges and agrees that the Award Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.

**NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Submission or any materials or content created by the Participant (the "**Materials**"), or to otherwise exploit any Submission or Materials or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission or Materials for any reason, with or without legal justification or excuse, and Participants shall not be entitled to any damages or other relief by reason thereof, and, for winners, the cash prize shall constitute full satisfaction of Sponsor's prize obligation to winners, and no other or additional compensation will be awarded.

**PUBLICITY AUTHORIZATION.** By participating in the Award Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any Participant in the Award Contest, each Participant irrevocably grants the Award Contest Entities (defined below) and their respective successors, assigns, and licensees, the right to use such Participant's name, photograph, likeness, voice, biographical information (including, but not limited to occupation), statements, and address (city and state) in perpetuity, in any and all media for any purpose, including, without limitation, advertising and publicity purposes and announcing winners on the radio, as well as in connection with the Award Contest, without further compensation and hereby releases the Award Contest Entities from any liability with respect thereto.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Participants agree that officers, directors, and employees of Sponsor and its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively as, the "**Award Contest Entities**") and Facebook (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Award Contest or any Award Contest-related activity, or from Participants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an Participant's, or any other person's, computer system which is occasioned by the Site or by participating in the Award Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected

## Award Contest Official Rules

---

computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Award Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Award Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries or votes will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Award Contest if it determines, in its sole discretion, that the Award Contest is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Award Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Award Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Award Contest. If the Award Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Participant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Unless otherwise stated in these Official Rules, the invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Unless otherwise stated in these Official Rules, 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:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS OR SPONSOR IN CONNECTION WITH THE AWARD CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS AWARD CONTEST, EACH PARTICIPANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AWARD CONTEST SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURT SITUATED IN SAN DIEGO COUNTY, CALIFORNIA.

**ARBITRATION PROVISION:** By participating in this Award Contest, each Participant agrees: (i) that any and all disputes the Participant may have with, or claims Participant may have against, the Award Contest Entities relating to, arising out of or connected in any way with (a) the Award Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to

**Award Contest  
Official Rules**

---

arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“**FAA**”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in San Diego County, California; (iv) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Participant may have entered into in connection with the Award Contest; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Participant’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Participant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and Participant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on Participant’s behalf, subject to ultimate allocation by the arbitrator; (ix) if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of Participant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Participant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).