

**THE XTREME® BACK TO SCHOOL 2023 SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

1. **PROMOTION PERIOD:** “The Xtreme® Back to School 2023 Sweepstakes” (“Sweepstakes”) begins at 10:00 A.M. Central Time (“CT”) on 8/1/23 & ends at 11:59 P.M. CT on 8/31/23 (“Promotion Period”).

2. **ELIGIBILITY:** Sweepstakes open only to legal United States residents who reside in the fifty (50) United States (including the District of Columbia) and are eighteen (18) years of age or older at time of Entry. Employees of Mexilink, Inc. (“Sponsor”), The Service Center Ltd., (“Administrator”), their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors & advertising, promotional & judging agencies (collectively, “Released Parties”), & their immediate family members (spouses, parents, children, & siblings & their spouses) & household members of each (whether related or not) are not eligible. Void outside the United States and where prohibited by law. All federal, state & local laws & regulations apply.

3. **HOW TO ENTER:**

ENTER ONLINE: During the Promotion Period, visit www.xtreme2023.com (“Website”) & follow instructions to complete & submit the online Entry form (“Entry”), to enter the Sweepstakes. Entries must be received by 11:59 P.M. CT on 8/31/23. Limit to one Entry per person/email address per day.

All Entries become the exclusive property of Sponsor & none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible or misdirected Entries, which will be disqualified, or Entries not received in time for random drawing. Any use of robotic, repetitive, automatic, programmed or similar Entry methods or agents will void all Entries by that entrant. In event of a dispute as to an Entry, the authorized account holder of email address used to enter will be deemed the entrant. “Authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with submitted address. If a potential winner entered on Website, he/she may be required to show proof of being the authorized account holder associated with the Online Entry.

4. **RANDOM DRAWING:** Random drawing will be conducted on/about 9/15/23, to select six (6) Grand Prize winners from among all eligible Entries received. Random drawing will be conducted by Administrator, an independent judging organization whose decisions are final on all matters relating to Sweepstakes. Odds of winning depend on number of eligible Entries received.

5. **WINNER NOTIFICATION:** Potential winners will be notified by phone/email. Potential winners will then be required to execute & return, via email/mail, an Affidavit of Eligibility & Liability/Publicity Release (where legal) within three (3) days of notification attempt. Noncompliance within this time frame, return of prize or prize notification as undeliverable or declining prize for any reason, will result in disqualification & selection of an alternative winner through a random drawing.

6. **PRIZES & APPROX. RETAIL VALUE (“ARV”):** Six (6) Grand Prizes - Two (2) Lap-Tops HP or Similar, (Approx. retail value: \$650 each) / Two (2) PlayStation Pro (Approx. retail value \$499 each) /Two (2) iPads 10.2” (Approx. retail value \$449 each). Limit one prize per person/household. Approximate retail

value of all prizes is \$3,196.00. All winners will receive the prizes via mail to the same address on the Entry.

7. **GENERAL RULES:** All federal, state, & local taxes on the actual value of the prize are sole responsibility of winners. No transfer, assignment, substitution or cash equivalent for prize will be permitted, except at the sole discretion of the Sponsor due to prize unavailability. Sponsor assumes no responsibility or liability for damages, losses or injury resulting from acceptance or use of prize. In no event will more than the stated number of prizes be awarded. If an entrant submits more than the stated number of Entries permitted, and/or if the Sponsor suspects that an entrant attempted to obtain additional Entries by using multiple email addresses, names, registrations, identities or any other method, all Entries submitted by the entrant may be declared null & void. Entrants/winners agree to release, discharge & hold harmless Released Parties from & against any & all liability (including damages caused or claimed to be caused) arising out of participation/acceptance/use of prize & agree to be bound by the Official Rules & the judges' decisions, which are final. Acceptance of prize constitutes permission for Sponsor & its agencies to use winners' names/likenesses for purposes of advertising & trade without further compensation, including a winners list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials & the terms & conditions of the Official Rules, the English version of the Official Rules shall prevail, govern & control. Sponsor is not responsible for any typographical or other error in the printing of the Sweepstakes, administration of the Sweepstakes or in the announcement of the prizes. NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL & CIVIL LAWS, & SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor is not responsible for faulty, incorrect, undeliverable or mistranscribed phone/email transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Sweepstakes. Sponsor assumes no responsibility for undeliverable emails resulting from any form of active or passive email filtering by a user's Internet service provider/email client or for insufficient space in user's email account to receive email. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures threaten the integrity of the Sweepstakes; or if a computer virus, bug, or other technical problem corrupts the administration or security of the Sweepstakes as determined by Sponsor/judging agency/Administrator, in their sole discretion. In the event of termination, drawing for all prizes will be conducted from among all eligible Entries received prior to termination. Any damage made to the Website made by an entrant will be the responsibility of the entrant/authorized email account holder of the email address submitted at the time of Entry. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor. Any Entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

8. **DISPUTES:** Except where prohibited, Sponsor reserves the right to make all decisions in its sole discretion arising out of or relating to the Sweepstakes, & the decisions by Sponsor are final & binding on all matters relating to the Sweepstakes. Except where prohibited, you agree that: (a) any & all

disputes, claims & causes of action arising out of, or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, & exclusively by the appropriate court located in the State of Texas; (b) any & all claims, judgments, & awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; & (c) notwithstanding the foregoing, you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues & questions concerning the construction, validity, interpretation & enforceability of these Official Rules, your rights & obligations, or the rights & obligations of Sponsor in connection with the Sweepstakes, shall be governed by, & construed in accordance with, the laws of the United States of America & the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the laws of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Texas.

9. **PRIVACY:** Any personal information that you provide in connection with the Sweepstakes shall be used by Sponsor & Administrator to administer this Sweepstakes, contact entrants, & for the other purposes set forth in the Sponsor's privacy policy located at www.xtreme2023.com/privacy. By entering this Sweepstakes you agree to & accept that privacy policy. If entrant authorizes, by opting in, Sponsor may provide entrant with information relating to products, services & promotions of Sponsor & affiliates of Sponsor.

10. **WINNERS LIST:** For the names of the winners, send a separate self-addressed, sufficiently stamped envelope to: "The Xtreme® Back to School 2023 Sweepstakes" ("Sweepstakes") Winners List, P.O. Box 809004, Houston, TX 77280-9921. Requests must be received by 12/31/23. Limit one request per person, per household

11. **SPONSOR/ADMINISTRATOR:** Mexilink, Inc., 818 Town & Country Blvd. Suite 200, Houston TX. 77024/ The Service Center Ltd., P.O. Box 809004, Houston, TX 77280-9921.