

## FULGAZ GRAND TOUR PRIZE PROMOTION

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID OUTSIDE THE TERRITORY AND WHERE PROHIBITED.**

1. The “FulGaz Grand Tour Prize Promotion” (the “**Promotion**”) is subject to these official rules (the “**Official Rules**”).
2. **Sponsor & Administrator:** BIZAR MOBILE PTY LTD t/as FULGAZ (“**Sponsor**” or “**Operator**”) located at Level 6, 222 Kings Way, South Melbourne VIC 3205. The Promotion is in no way sponsored, endorsed, administered by, or associated with Instagram or Facebook. Apple is not a participant in or sponsor of this Promotion.
3. **Agreement to Official Rules:** By participating in the Promotion, entrant represents and warrants that (i) they have read and understood, and fully and unconditionally agrees to and accepts, these Official Rules and that the decisions of the Sponsor are final and binding in all matters related to the Promotion and (ii) that they are eligible to enter the Promotion in accordance with any and all applicable laws and these Official Rules. Sponsor shall be entitled to interpret these Official Rules as needed – including but not limited to rules regarding deadlines, Winner selection, Prize restrictions, and eligibility – and all such decisions are final. By participating, entrant irrevocably, fully and unconditionally waives any right to claim ambiguity in these Official Rules and/or in any other Promotion and/or Promotion-related advertising or materials. Winning any Prize is contingent upon fulfilling all requirements set forth herein.

### **ELIGIBILITY**

4. To be eligible to enter the Promotion, you must be:
  - a. an individual at least 18 years old at the time of entry;
  - b. a resident of the United States, Canada, Australia, New Zealand, or United Kingdom (the “**Territory**”);
  - c. Have a current FulGaz subscription (either paid or trial version) (a “**FulGaz Subscription**”) in good standing and access to the Internet; and
  - d. not otherwise barred by law from participating in the Promotion at the date and time of entry.
5. Employees, officers, directors, or agents of Bizar Mobile PTY LTD, World Triathlon Corporation, or any of their parents, affiliated companies, subsidiaries, licensees, suppliers, printers, advertisers, or any other entity directly involved in the development or administration of the Promotion, and their immediate family members or household members are not eligible to participate or win. “**Immediate family members**” means parents, step-parents, children, step-children, siblings, half-siblings, spouses, and domestic partners. “**Household members**” means people who have the same residence at least three (3) months during the past twelve (12) months.

6. The Promotion is subject to all applicable federal, state, and local laws and regulations. The Promotion is void where prohibited by law. The use of multiple identities is prohibited and will void each of that participant's/person's entries.
7. You may sign-up for a FulGaz Subscription by visiting <https://fulgaz.com/download-fulgaz/> and following the provided instructions. By participating, you agree to be bound by FulGaz's [terms of use](#) and the FulGaz [Privacy Policy](#).

## PROMOTION PERIOD

8. The Promotion period begins at or about **7:00 AM Greenwich Mean Time ("GMT") on January 1, 2024 and ends at or about 11:59 PM GMT on February 14, 2024** (the "Promotion Period"). Sponsor's computer is the official timekeeping device for this Promotion. The Promotion Period shall include an Entry Period and a Judging Period as follows:

Entry Start	Entry End	Judging Period
7:00 AM GMT January 1, 2024	11:59:59 PM GMT February 12, 2024	February 13-14, 2024

## ENTRY INTO THE PROMOTION

9. **How to Enter:** During the period from **7:00 AM GMT on January 1, 2024 and 11:59:59 PM GMT on February 12, 2024** (the "Entry Period"), participants can enter the Promotion by:
  - a. Completing all 21 stages of the FulGaz Grand Tour (the "Tour"); **AND**
  - b. Visiting his/her Instagram or Facebook page or the FulGaz Riders Facebook group page and creating a 'post' that includes the following (collectively, the "Post"):
    - i) a photo showing their ride during one (1) of the stages of the Tour (the "Promotion Photo");
    - ii) the 'tags' "[#FulGazGrandTour](#)" **AND** "[#Contest](#)";
    - iii) 'tags' the [@FulGazApp](#); **AND**
    - iv) describes in 25 words or less why the entrant loves that stage of the Tour.
10. **You must be a registered user of Instagram or Facebook and follow FulGaz on [Instagram](#) or [Facebook](#) in order to enter this Promotion.** Instagram/Facebook registration is free and can be obtained by logging on to [www.instagram.com](http://www.instagram.com) or [www.facebook.com](http://www.facebook.com) and following the online instructions to open an account..
11. Your settings must be set to "unprotected" and/or "public" in order for your Posts to be viewable by Sponsor and its agents. Only Posts that are viewable by Sponsor and its agents will be considered an entry.
12. Each successfully submitted Post will result in one (1) entry. Your Post must remain publicly posted through the Promotion Period and must comply with the Content Restrictions (as set forth below).

13. If entering with a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges.
14. All entries must be received and recorded during the Entry Period. No other forms of entry are valid. Entry must comply with these Official Rules. Sponsor reserves the right, but not the obligation, to review any entry for violation of these Official Rules and may, at its sole discretion, reject, delete, or otherwise exclude an entry for any reason, including without limitation, if the entry contains any Content Restrictions or any other commentary or material which Sponsor, in its sole discretion deems inappropriate.
15. Entries that contain obscene or offensive language, or any language communicating messages inconsistent with the positive images to which the Sponsor wishes to associate, in Sponsor's sole and absolute discretion, will be void. Entries generated by script, macro, or other automated means or with the intent to subvert the entry process will be void.
16. Entrant must either own all rights to the entry or otherwise have the right to submit the entry in the Promotion and to provide the rights to Sponsor as set forth herein. Each entrant represents and warrants that they have obtained permission of each and every person who has contributed to (e.g., non-professional photographer) the Post, if any, and that each contributor has granted the participant the rights described in these Official Rules.
17. **Content Restrictions:** Participants must not include any of the following content (the "**Content Restrictions**") in any entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages, or reflects negatively on the Released Parties or their owners and employees; (g) tobacco, alcohol or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives, or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produces video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the entry is created. Any entry that does not comply with the foregoing, in the sole and absolute discretion of Sponsor will be disqualified.
18. **PUBLICITY AND COPYRIGHT LICENSE:** You grant Sponsor an exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, sub-licensable and transferrable right and license to exploit your Post (including, without limitation, your name and likeness and the names and likenesses of any and all persons in the Post, and any intellectual property rights (e.g. copyright, trademark, etc.) contained in the Post in any media now or hereafter known, without any payment or other consideration of any kind, or permission or notification, to you or any third party, for any purpose, including, without limitation, your Post and any person's property (physical, personal, intellectual property rights, and indicia) contained therein. The foregoing grant includes, without limitation, the right to reproduce, display, distribute, publicly perform, create derivative works of, alter, amend, broadcast, edit, publish, use, merchandise, license, sublicense, and adapt the Post in

any and all media now or hereafter known, throughout the world, for any purpose, whether commercial in nature or otherwise, including in contexts and circumstances that result in your Post being associated with a particular sponsor or sponsors. Accordingly, you hereby waive any objection to, such use including without limitation, distribution, reproduction, creation of derivative works of, public performance, or display of your Post, and any claim for compensation whatsoever in connection therewith. Such waiver shall include any claim for infringement of any so-called “Moral Right,” “Droit Moral” or similar right or interest.

19. Each entrant is **limited to only five (5) entries** in the Promotion. Any attempt by an individual entrant to obtain more than **five (5) entries**, whether by using multiple/different e-mail addresses, identities, Instagram/Facebook accounts, post cards, registrations, email addresses, logins, or via any other methods, will void all of such entrant’s entries and that entrant may be disqualified from further participation or from registering anew at Sponsor’s discretion. Entries received in excess of the above stated limitation and any entries that do not follow the above format, comply with the Content Restrictions, or otherwise with these Official Rules, will be void. Any use of automated, programmed, or similar entry methods or agents will void all entries by the entrant who employs, or causes to be employed, such methods. Entrants are not permitted to share the same email address as another entrant. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the sole property of Sponsor or its designee and such entries will not be acknowledged or returned.
20. **Privacy:** Personally identifiable information that is submitted by entrant as part of this Promotion (whether via Facebook/Instagram and shared with Sponsor per your Facebook/Instagram account settings, or submitted directly to Sponsor) will be used to administer the Promotion, select and announce the Prize Winner, and fulfil the Prize, and will be treated in accordance with Sponsor’s privacy policy, available at <https://fulgaz.com/fulgaz-app-privacy-policy/> which may be updated from time to time. By entering the Promotion, entrant hereby agrees to Sponsor’s collection and usage of their personal information, and they hereby acknowledge that they have read and accepted Sponsor’s privacy policy.

## **DETERMINATION OF WINNER**

21. **Judging Period:** At the end of the Entry Period, Sponsor whose decisions will be final and binding in all matters relating to this Promotion, will commence the judging on all eligible entries received during the Entry Period (the “**Judging Period**”). Each Post will be judged by Sponsor based on the following criteria:
  - A. ORIGINALITY (25%)
  - B. RELEVANCE TO THEME OF THE COUNTRY ENTRANT WAS RIDING IN FOR THE PROMOTION PHOTO (50%)
  - C. CREATIVITY OF INCLUSION OF FULGAZ PRODUCT IN POST (25%)

All criteria are weighted as outlined above with a maximum score of 10 points for criteria (A) and (C) and 20 points for criteria (B) (i.e., the total maximum score would be 40). In the case of a tie among any potential entries, such tied entries will be re-judged based on how many “likes” the applicable Post received.

22. Subject to verification of eligibility and compliance with the requirements herein, the top **twenty-nine (29)** most compelling Posts (as determined during the Judging Period) will each be deemed a “**Winner**” and collectively, the “**Winners**”.

## PRIZES

23. The top twenty-nine (29) Winners will each be awarded one (1) Prize in accordance with their numerical ranking assigned by the judges during the Judging Period. Each Winner will receive a Prize corresponding to their respective placement in accordance with the table below:

Winner Ranking	Prize Description	Approximate Retail Value (“ARV”)
1	One (1) Monterosa Ski hospitality package consisting of a 2-night stay for 2 people in hotel Alagna Valsesia, one (1) dinner for 2 people at the hotel, and two (2) one-day Monterosa Ski passes. <b>TRANSPORTATION NOT INCLUDED.</b> Winner will be responsible for all transportation such as an airline flight, automobile transportation to/from airports, and transportation otherwise at the resort.	€700
2	One (1) Volta Catalunya VIP experience for two (2) consisting of two (2) VIP passes to the 2024 event at the final stage in Barcelona (including VIP hospitality and ride-in-course car during the stage), and one (1) signed winners jersey. <b>TRANSPORTATION AND LODGING NOT INCLUDED.</b> Winner will be responsible for all transportation such as an airline flight, automobile transportation to/from airports, transportation on race day or otherwise at the event, and all hotel costs.	€430
3 -6	One (1) ‘Race Across Series’ entry to either the Belgium, Paris, Switzerland or France race. <b>TRANSPORTATION AND LODGING NOT INCLUDED.</b> Winner will be responsible for all transportation such as an airline flight, automobile transportation to/from airports, transportation on race day or otherwise at the event, and all hotel costs.	€430each
7-29	Precision Hydration gift card	€20 each*

*\*The currency of the Prize will be updated in accordance with the Winner's country of residence, reflecting the applicable currency of that specific location (e.g., AUD, USD, GBP, EUR).*

24. **Total ARV:** The total ARV of all Prizes awarded in the Promotion is €3.290,00.
25. **Notification:** Following the Judging Period, the potential Winners will be notified via a “direct message” from Sponsor via the Sponsor’s official Instagram/Facebook account to the entrant’s Instagram/Facebook account. To claim their Prize, the potential Winners must: (a) respond as directed within seven (7) days after the first notification attempt (the entrant is responsible for ensuring that their notifications/direct messaging preferences are enabled); and (b) return to the Sponsor, by the date and manner specified, the applicable Verification Paperwork (defined below) as may be required by the Sponsor.
26. If any potential Winner does not respond within seven (7) days after the first notification attempt, or fails to comply with any of these Official Rules, or if the Sponsor determines that the potential Winner is ineligible or disqualified, or declines the Prize for any reason, the Prize will be forfeited

and, at Sponsor's sole discretion and time permitting, Sponsor may either (i) select the next eligible runner up as an alternate winner or (ii) void the Prize.

27. Noncompliance with these Official Rules or the return of the Prize (or any portion thereof) or Prize notification as undeliverable may result in disqualification and Prize forfeiture. Entrants acknowledge that (a) it is their responsibility to check their account messages/notifications to ensure they receive any notification from Sponsor in connection with this Promotion, and (b) Sponsor will not be held responsible for any failure by the Winner to timely claim the Prize in connection with the Winner's failure to receive any message/ notification transmitted by Sponsor. Sponsor is not responsible for entries that are lost, unauthenticated, or late for any reason, and all such entries are void. Sponsor reserves the right in its sole discretion at any time to disqualify any entry that, or entrant who, does not comply with these Official Rules in its sole discretion. All Promotion decisions shall be at the sole discretion of the Sponsor.

## **PRIZE CONDITIONS**

28. All Prize values referenced in these Official Rules shall be in EUROS ("EUR") unless otherwise explicitly stated.
29. Event dates are determined in the sole discretion of the event operator and may be subject to change. Released Parties (defined below) will not be responsible for weather conditions, acts of God, acts of terrorism, civil disturbances, labor or other strike or work stoppage, or any other natural disaster outside its control that may cause the cancellation or postponement of any event or any other scheduled event or closure of venue.
30. The use of an entry for any particular event is subject to availability, and once issued, each entry is for only the specific race and the specific year.
31. The use of a VIP pass for any particular event is subject to availability. Not all events may offer a full suite of hospitality benefits.
32. Hotel, resort or other lodging accommodations and travel dates are subject to availability and confirmation of reservations, are subject to change without notice, and may not be combined with any other offer. The Winner may be required to coordinate travel with specified travel agent. Blackout dates may apply.
33. Prizes do not include any transportation other than as specified above and the Winner is solely and exclusively responsible for scheduling and paying for any additional transportation arrangements. The Winner is solely responsible for obtaining, at their own expense, any picture identification, valid passport, visa, immunization, where applicable, or other requirements associated with travel as well as any travel insurance or any other form of insurance desired and to be in possession of all necessary travel documents at the time and point of departure. Carrier may deny boarding to any passengers without proper documentation. No refund or compensation will be made in the event of the cancellation or delay of any air or ground transportation.
34. All Prize details shall be at Sponsor's sole discretion. The Prize consists only of those items specifically listed as part of the Prize. Winner assumes sole responsibility for all expenses and incidental costs associated with the Prize not explicitly outlined above, including without limitation, all federal, provincial, state and local taxes (if any), VAT taxes or fees, surcharges, fees, tips, gratuities, parking, concessions, souvenirs, merchandise, additional or non-included

transportation, travel or lodging, food, beverages, snacks, Internet access, personal items, service or facility charges, and upgrades, resort services, room service, laundry service, spa treatments, local and long distance telephone calls, transfers, airline or airport fees, security fees, baggage charges, passport expenses, passenger tariffs or duties, trip or travel or automobile insurance, service or facility charges, excursions, and sightseeing. Hotel or resort may require valid major credit card or cash deposit for incidentals.

35. Verified Winner(s) will receive instructions on claiming or receiving Prize elements. If Prize is mailed or shipped, Winner shall assume all risk of loss, damage, theft, late or missed delivery. Upon fulfilling any Prize, Sponsor will be deemed to have awarded the Prize to Winner and such Winner assumes full responsibility for the Prize. The Sponsor is not responsible if a Winner does not use the race entry on the day of the race.
36. Prize or Prize components are not exchangeable or redeemable for cash, may not be sold, bartered, or auctioned, and must be accepted as awarded, without substitutions. The right to receive any Prize is not transferrable. Any Prize or portion thereof not used or accepted by Winner is forfeited and no cash or substitute will be offered or permitted, unless required by law. Prizes may not be substituted except that Sponsor in its discretion may substitute a Prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.
37. Prizes offered are provided “as is” with no warranty or guarantee either express or implied by Released Parties. Merchandise prize components (if any) carry no warranty other than that offered by manufacturer. Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.
38. If the actual value of any individual component of the Prize is less than the relevant value listed above or if the actual value of the Prize is less than the aggregate ARV stated herein, the Winner will not be entitled to any compensation or reimbursement for difference in value.
39. **Verification Paperwork:** The potential Winner will be notified as set forth above and, as a condition of receiving a Prize, may be required to present valid photo identification and/or required to complete, sign, and return to Sponsor an Affidavit of Eligibility, liability waiver, a Publicity Release (where legal), tax forms and/or other legal documents (collectively, “**Verification Paperwork**”). AN ENTRANT IS NOT A ‘WINNER’ OF THE PROMOTION PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF ENTRANT’S ELIGIBILITY. If Verification Paperwork is provided to Winner, Winner must return the completed Verification Paperwork within ten (10) days of receipt.
40. **Promotional Use of Likeness:** Except where prohibited by law, participation in the Promotion constitutes entrant’s consent for the Sponsor and its affiliates’, agents’, designees, or affiliated third parties’ to use entrant’s name, voice, likeness, statements, photographs (including the use and appearance of entrant’s photograph on Sponsor’s website/social media pages or channels), audiovisual recordings, opinions, biographical information, and state of residence for purpose of advertising the Promotion, any subsequent Promotion, Promotion, or other promotion by Sponsor, any event owned or licensed by Sponsor, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.

41. **Fraud:** In the event that Sponsor learns of any fraud (or any intended fraud) in connection with the presentation of the Promotion or the distribution/collection of any Prize, or in the event Sponsor otherwise learns of any other illegal activity in connection with the Promotion, Sponsor may modify or cancel the Promotion. Any and all such determinations shall be made in the sole reasonable judgment of Sponsor. All Promotion decisions shall be final, and each entrant will have no right, pursuant to these Official Rules or otherwise, to challenge the Promotion or the Prize decisions.

#### **LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES**

42. The following limitation of liability & disclaimer of warranties apply to the extent permitted by law in the entrant's country of residence.
43. The term "**Released Parties**" shall mean (a) Sponsor and its related companies, parents, subsidiaries, affiliates, event hosts, sponsors, and their respective agents and agencies, and their respective officers, directors, employees, shareholders, members, and agents; (b) Instagram, LLC ("**Instagram**"); (c) Facebook, Inc. ("**Facebook**"); (d) any other company involved in the development or administration of the Promotion; and (e) their respective parent companies, subsidiaries, agencies, affiliates, franchisees, promoters, Prize suppliers, directors, officers, employees, agents and related persons.
44. By participating in the Promotion, you agree that the Released Parties: (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, incomplete, illegible, inaccurate, undeliverable, damaged or stolen, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic; (b) are not responsible for any incorrect or inaccurate information, whether caused by participant's printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion, the printing of this offer, the administration of the Promotion, the selection or announcement of the Winner(s) or Prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in the Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any unauthorized third-party use of any entry materials; (f) are not responsible for the inability to select Winner(s) because of postal failure, equipment failure, or data storage failure; (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, selection of Winner(s), verification of the Winner(s), the Prize or otherwise in any other Promotion and/or Promotion-related materials; (h) are not responsible for any interruptions/postponement/cancellation of the Promotion; and (i) are not responsible for any other errors or malfunctions, even if caused by the negligence of any one or more of the Released Parties.
45. WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING: NONE OF THE RELEASED PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PROMOTIONAL WEB SITE AND NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. RELEASED PARTIES DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY



ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF THE PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES.

46. ENTRANTS AGREE THAT NONE OF THE RELEASED PARTIES HAS MADE OR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE PROMOTION OR PRIZE.
47. Except where prohibited, by participating in the Promotion, entrants agree to release, indemnify, defend, and hold harmless the Released Parties from and against any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability of any person), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, relating to or arising from, in whole or in part, directly or indirectly, (a) your participation, or inability to participate, in the Promotion, or any Promotion-related or Prize-related activity; (b) the use by Released Parties (including modification, adaptation, and reproduction) of entry materials during or after the Promotion; (c) the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of the Prize; (d) unauthorized intervention in the Promotion; (e) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (f) any "moral rights" or "droit moral" of such entrant or unfair Promotion with respect to use or exploitation of such entrant's Post; (g) any technical error related to computers, servers, providers, or telephone or network lines; (h) printing errors; (i) any error in the administration of the Promotion or the processing of entries; (j) any late, lost, or undeliverable entry; or (k) taxes related to, directly or indirectly, in whole or in part, receipt or use of any part of any Prize by any person.
48. Entrant agrees that in any cause of action, the Released Parties' liability for any and all claims, judgments, and awards will be limited to the reasonable out-of-pocket expenses actually paid for by the entrant that are directly related to entering and participating in this Promotion (which, for the avoidance of doubt, excludes, for example, telephone expenses and Internet access), and in no event shall any of the Released Parties be liable for attorney's fees.
49. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT WAIVES THE RIGHT TO CLAIM ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, DAMAGE TO PROPERTY OR PERSON, OR ANY LOSS OF DATA, LOST PROFITS OR INCOME, OR LOSS OF CONSORTIUM, OR CLAIMS BY THIRD PARTIES, AND THE ENTRANT FURTHER WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MIGHT NOT APPLY TO YOU.

## DISPUTES

50. **Choice of Forum:** Except where prohibited by law in the entrant's country of residence, entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any Prizes awarded or not awarded shall be resolved solely individually, without resort to any form of class action. The jurisdiction and venue will be instituted and conducted exclusively by the United States District Court for the Middle District of Florida (Tampa Division) or the appropriate Florida State Court located in Hillsborough County, Florida.
51. **Governing Law:** All issues and questions concerning the construction, validity, interpretation, or enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction.
52. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern, and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## MISCELLANEOUS

53. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Promotion, or other part thereof, if intervening circumstances warrant, within Sponsor's sole discretion, due to any fraud, virus or other technical problem which corrupts the security, administration, operation, fairness and/or proper play of the Promotion, or for any other reason. In such an event, Sponsor reserves the right to select the Winner from all non-suspect entries received prior to the suspension, cancellation, termination, and/or modification of the Promotion or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances.
54. Sponsor reserves the right to disqualify any individual from further participation in the Promotion if Sponsor concludes, in its sole discretion, that such person (a) has attempted to tamper with any Entries or the operation of the Promotion, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules or (c) has acted towards Sponsor or any other participant or person in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempts to submit entries except as permitted herein, including by using any prohibited device or method. Any failure by Sponsor to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
55. **ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR OTHER REMEDIES AGAINST SUCH INDIVIDUAL(S) AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.**

56. All activity arising out of and relating to the Promotion, including any reference to the status of any person as a "winner" is subject to verification and/or auditing for compliance with the Official Rules. If Sponsor determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or participant with the Official Rules, Sponsor reserves the right to disqualify such entry and/or participant from the Promotion and Prize at any time. Sponsor reserves the right to conduct a background check on any potential winner and to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding a Prize to any such individual might reflect negatively on Sponsor. Each participant agrees to cooperate with Sponsor and its representatives in connection with all verification, auditing and/or background check activities.
57. Sponsor reserves the right to correct typographical, printing, or clerical errors in any Promotion-related materials. No more than the stated number of Prizes will be awarded. If production, technical, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random Promotion from among all legitimate, un-awarded, eligible Prize claims. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion; provided that if it is not possible to award another entry due to discontinuance of the Promotion for any reason, Sponsor, at its discretion, may elect to hold a random Promotion from among all eligible entries received up to the date of discontinuance for any Prize offered.

## TRADEMARKS

58. FULGAZ® IS A REGISTERED TRADEMARK OF WORLD TRIATHLON CORPORATION. ALL RIGHTS RESERVED.
59. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.

## WINNER'S LIST

60. **Winner List:** For a statement of the identification of the Winners in the Promotion, send a self-addressed, stamped envelope, making a request to receive such information, to: "FulGaz Grand Tour Prize Promotion – Winner List Request, c/o Marketing Department, Level 6, 222 Kings Way, South Melbourne VIC 3205". Such requests must be received by May 16, 2024.

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