

# **Canyon Ranch Emerging Leaders Program at Beat Burnout Giveaway**

## **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. WINNERS MUST BE BETWEEN 18 AND 40 YEARS OF AGE AT TIME OF ENTRY TO BE ELIGIBLE TO WIN. VOID WHERE PROHIBITED BY LAW.**

**THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.**

CR Operating, LLC d/b/a Canyon Ranch ("Canyon Ranch" or the "Sponsor") is pleased to introduce the Canyon Ranch Emerging Leaders Program at Beat Burnout Giveaway ("Promotion"). As a condition of participating in the Promotion, you agree to be fully and unconditionally bound by these official rules ("Official Rules") and the decisions of the Sponsor, whose decisions shall be final and binding in all respects, and to waive any right to claim ambiguity in the Promotion, these Official Rules, or any materials, websites or advertising associated with the Promotion. The Promotion is subject to applicable federal, state, provincial and local laws and regulations and is **VOID WHERE PROHIBITED OR RESTRICTED BY LAW**. Winning and receiving a Prize (as defined in Section 7) is contingent upon fulfilling all requirements set forth herein.

### **1. SOCIAL MEDIA ADVERTISING DISCLAIMER.**

You agree and acknowledge, as condition of participating in the Promotion, that Instagram, LLC, LinkedIn, Facebook, TikTok, YouTube and their owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (collectively, the "Social Media Platforms") are not sponsors of the Promotion nor do they endorse or administer the Promotion, nor are they in any way associated with the Promotion. All questions regarding the Promotion must be directed to Sponsor, not the Social Media Platform. You also agree that as a condition of participating in the Promotion, you shall release the Social Media Platforms from any and all liability arising out of or relating to your entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance, use, or misuse of a Prize, or the broadcast, exploitation, or use of an entry.

### **2. PROMOTION PERIOD.**

The Promotion begins at 12:00:00 A.M. Eastern Standard Time ("EST") on July 15, 2025, and ends at 11:59:59 P.M. EST on September 22, 2025 ("Promotion Period"). Eastern Standard Time shall control for all purposes of the Promotion. Sponsor's clock shall be the official timekeeping device for purposes of the Promotion.

### **3. ELIGIBILITY.**

In order to be eligible to participate in the Promotion, you must: (i) be a permanent legal resident of the fifty (50) United States and the District of Columbia, be physically located and residing therein; (ii) be between the ages of 18 and 40 years old at the time of entry; (iii) not be a person barred from participation in the Promotion; and (iv) at all times abide by these Official Rules. Sponsor reserves the right to verify eligibility.

Directors, officers, employees, contractors, agents, or representatives of Sponsor, and each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, suppliers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of the Promotion, as well as their immediate family and household members, whether related or not, are not eligible to enter the Promotion. "Immediate family" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean those people who share the same residence at least three (3) months a year.

### **4. HOW TO ENTER.**

NO PURCHASE NECESSARY TO ENTER. During the Promotion Period, eligible entrants may enter the Promotion via the following method of entry.

#### *i. Method of Entry*

- a. Eligible entrants may be nominated by a third party or they may nominate themselves.
- b. Third party nominators may nominate up to three eligible entrants.
- c. All entries must be submitted using the Emerging Leaders Application Form that can be found on the Beat Burnout website at [Canyonranch.com/beat-burnout](http://Canyonranch.com/beat-burnout).
- d. Failure to follow any instructions provided by Sponsor may result in disqualification. The time of receipt of any valid entry shall be the time such valid entry becomes available to Sponsor via the Beat Burnout website.
- e. All posts must comply with (i) these Official Rules and any terms of use set forth by applicable social media advertisers.

No other method of entry will be accepted than the entry method set forth herein. Using an automated system to participate in the Promotion or attempting to subvert the Promotion entry process is prohibited and may result in disqualification.

#### *ii. Nomination Guidelines*

All nominations must comply with these terms and conditions. As a condition of participating in the Promotion, you acknowledge and agree that Sponsor reserves the right to disqualify any nomination for failure to comply with these requirements.

- a. Only nominations using the Emerging Leaders Application Form found at [Canyonranch.com/beat-burnout](http://Canyonranch.com/beat-burnout) will be valid.
- b. Nominations must be responsive to the following judging criteria:

- a. Leadership Experience: They are already in a leadership role within their company, community, or industry.
  - b. Interest in Personal Wellbeing: They are committed to improving their own wellness and resilience as leaders.
  - c. Willingness to Learn: They are open to learning from our team and other retreat participants.
  - d. Desire to Share: They plan to take what they learn and apply it in their workplace or community to help others.
  - e. Diverse Backgrounds: We encourage people from all industries and backgrounds to apply.
- c. The following is prohibited:
- a. Content containing spyware, malware, viruses, worms, encrypted messages or any downloadable items;
  - b. Content that is unlawful, libelous, defamatory, obscene, sexually explicit, harmful to minors, offensive, lewd, vulgar, suggestive, harassing, threatening, tortious, invasive of another's privacy, abusive, inflammatory, hateful, fraudulent or otherwise objectionable; or
  - c. Content that may expose Sponsor to harm or liability of any type.

Failure to follow any instructions provided by the Sponsor may result in disqualification. The time of receipt of any entry shall be the time such valid entry becomes available to Sponsor. The use of script, macro, other automated means or any other device to subvert the registration process is prohibited and all such registrations will be void. The Sponsor is not responsible for incorrect or inaccurate transcription of entry information, computer, online or human error, technical malfunctions, any omission, interruption, defect, or any other error, including, without limitation, lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which may constitute grounds for disqualification in the Sponsor's sole and absolute discretion. If a problem occurs in the entry process, the entrant is solely responsible for verifying that the entry process has been validly completed. The Sponsor shall have no obligation to advise an entrant of an incomplete, late or undeliverable entry. All entries become the sole and exclusive property of the Sponsor and will not be acknowledged or returned. Entrant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

## **5. WINNER SELECTION AND ODDS OF WINNING.**

There will be six (6) potential winners, two (2) per retreat, selected in this Promotion ("Potential Winner"). The Potential Winner will be selected August 3, 2025 for the September 14-17 Retreat, September 4, 2025 for the October 16-19 Retreat and September 22, 2025 for the November 3-6 Retreat, 2025, from all eligible entries received during the Promotion Period (the "Contest"). The Contest will be conducted by Sponsor or a designee Sponsor. Sponsor will have complete and absolute discretion over interpretation of the Official Rules, the administration of the Promotion, and the selection of the Potential Winner(s). Decisions of Sponsor as to the selection and eligibility of the Potential Winner will be final.

## **6. NOTIFICATION AND VERIFICATION OF POTENTIAL WINNER.**

Sponsor or their designee will attempt to notify Potential Winner by a phone call followed up by an email from Canyon Ranch on or around seven (7) days after the Contest. Potential Winner must respond within 72 hours with their email address and full mailing address. Failure to respond within this time period may result in the Prize being forfeited and an alternate Potential Winner may be selected at the Sponsor's sole and absolute discretion. Further, Potential Winner may be required to provide government issued identification ("ID") to verify identity and eligibility as well as a completed W9 for tax purposes.

Upon the timely response of the Potential Winner with the requested contact information, Sponsor or their designee may also deliver via email to the Potential Winner an Affidavit of Eligibility and Liability and a Publicity Release ("Release") to be executed and returned via email (or by facsimile) within 72 hours after receipt of the Sponsor's email. The Release (i) indemnifies and holds harmless the Sponsor and any Released Parties (as defined in Section 11) from and against any and all harm, expense, loss, damage, liability, or injury resulting directly or indirectly from submitting an entry in the Promotion or awarding, receipt, possession, use, or misuse of any Prize awarded in the Promotion, (ii) contains the Potential Winner's agreement to be bound by the Sweepstake's Official Rules, and (iii) authorizes the Sponsor to use the Potential Winner's names, likenesses, photographs, voices, and biographical data for advertising, promotional, and any other purpose, in any media.

A Potential Winner is subject to verification by Sponsor, whose decisions are final. If a Potential Winner does not meet Official Rules or eligibility requirements, fails to complete, sign and return the applicable Release within the required time period, or if the Release is returned as undeliverable or incomplete, the Potential Winner may be disqualified at the Sponsor's sole and absolute discretion. In the event a Potential Winner is disqualified for any reason or if the Prize is unclaimed, the Prize will be forfeited. Any forfeited Prize may be awarded to an alternate winner, at the Sponsor's sole and absolute discretion.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE PROMOTION, ANY CHANGES TO THESE OFFICIAL RULES, AND THE SELECTION OF A POTENTIAL WINNER IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION.

## **7. PRIZE.**

Subject to verification of eligibility and compliance with these Official Rules, one (1) Potential Winner will be awarded:

- i. A Shared Room. Based on availability. ARV: \$7950 (collectively, the "Prize").

The approximate retail value ("ARV") of the Prize is Seven Thousand Nine Hundred Fifty Dollars and no cents (\$7950) USD. The ARV for the Prize is an estimate made before the Promotion begins and may vary. If the actual retail value of the Prize is less than or greater than the stated ARV, the Prize winner will not receive the difference.

## **8. PRIZE RESTRICTIONS.**

No more than one (1) Prize will be awarded per person. Prize must be redeemed within 72 hours. Any depiction of the Prize, in Promotion materials or otherwise, is for illustrative purposes only. All federal, state, and local taxes, and all costs and expenses related to the acceptance and use of the Prize not specified herein as being provided, are the sole responsibility of the Prize winner. Any required tax reporting forms will be furnished to the appropriate authorities.

No transfer, substitution or cash equivalent for a Prize will be made, except that the Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater estimated value

if a Prize item described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. That determination is final and binding and cannot be appealed.

The Prizes are subject to additional terms and conditions imposed by issuer. No credit or cash will be returned or refunds issued if the full value of the Prize has not been used within one (1) year of issue date. A Prize will not be replaced if lost or stolen but Sponsor may, in their sole and absolute discretion, replace a lost, stolen or malfunctioning Prize. In no event will the Prize value exceed its stated value.

**THE PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

#### **9. TAXES.**

Any valuation of the Prize stated above is based on available information provided to Sponsor, and the value of any Prize awarded to a winner may be reported for tax purposes as required by law. Winner is solely responsible for reporting and paying any and all applicable taxes. Winner must provide Sponsor with valid identification and a valid taxpayer identification number or social security number before the Prize will be awarded. Any person winning will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

#### **10. USE OF INFORMATION.**

By registering in the Promotion, participants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policies which is available at <http://www.canyonranch.com/privacy-policy>. The winner by acceptance of Prize, except where legally prohibited, grants permission for Sponsor and their designees to use his/her name, address (city and state), photograph, voice, and/or other likeness and Prize information for advertising, trade, and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, in perpetuity, without notice or review or approval.

**YOU FURTHER ACKNOWLEDGE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNERS' LIST.**

#### **11. GENERAL CONDITIONS**

By participating in the Promotion, you agree: (i) to abide by these Official Rules, and the decisions of Sponsor and/or Sponsor's designee in all respects relating to this Promotion, which shall be final and binding; (ii) to furnish executed copies of any documents required by Sponsor in order to be confirmed a Prize winner, including without limitation, a Release as well as any other documents and/or written permissions; (iii) to release, hold harmless, covenant not to sue and forever discharge Sponsor, and each of their respective parent companies, subsidiaries, affiliates, Prize suppliers, advertising, promotion, media, public relations, and all others associated with the development and execution of this Promotion, and each of their respective agents, representatives, officers, managers, directors, members, shareholders, employees, successors and assigns, as well as the Social Media Group (all such individuals and entities collectively referred to herein as the "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons including, without limitation, death, bodily injury (including emotional distress) or property, and for any claims or causes of action based on publicity rights, defamation or invasion of privacy, resulting, in whole or in part, directly or indirectly, from participation

in the Promotion or any Promotion-related activity or the acceptance, possession, use or misuse of a Prize (or portion thereof); (iv) to grant Publicity Rights as described in Section 10; and (v) to defend, indemnify and hold harmless each of the Released Parties from and against any and all claims or actions arising out of or in connection with participation in the Promotion, acceptance or use of a Prize, any breach of representation made in connection with the Promotion, and the exercise by Sponsor and/or their designees of any rights granted by a Prize winner in these Official Rules.

If Sponsor determines (in their sole and absolute discretion) that, for any reason, the Promotion is not capable of running as planned, or the integrity and/or feasibility of the Promotion is undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at their sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of Potential Winners in a manner it deems fair and reasonable, including the selection of Potential Winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in their sole and absolute discretion, elect to alter this Promotion as a result of a Force Majeure event, a notice will be posted on the Beat Burnout landing page at [www.canyonranch.com/beat-burnout](http://www.canyonranch.com/beat-burnout). You acknowledge and agree that the Released Parties are not responsible for any damages caused by delay or failure to perform undertakings pursuant to these Official Rules when the delay or failure is due to such Force Majeure events, or other events that cannot reasonably be foreseen or provided against.

**ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEY'S FEES) TO THE FULLEST EXTENT OF THE LAW.**

## **12. LIMITATIONS OF LIABILITY**

To the maximum extent permitted by law, Released Parties expressly disclaim any and all warranties or conditions of any kind (whether express, implied, statutory or otherwise), including but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement. Released Parties shall not be liable or responsible for guarantees, warranties or conditions made or offered by advertisers, partners, manufacturers or suppliers, including those relating to the Prize. Under no circumstances shall the Released Parties be held responsible or liable to you for your use of the information, products or services provided and/or made available through the Promotion or for errors or anomalies resulting in the unintended or erroneous participation, receipt of a Prize or other benefits under the Promotion to participants.

Released Parties offer no assurances, guarantees, warranties or conditions that the Promotion will be uninterrupted or error-free and do not guarantee the accuracy or reliability of any information obtained through the Promotion. Released Parties are not responsible for: (i) stolen, lost, late, misdirected, damaged, undeliverable or incomplete, inaccurate, delayed, illegible entries or Publicity Release due to technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Promotion, including, without limitation, errors which may occur in connection

with the administration of the Promotion, the transmission of entries, notification or correspondence, the processing of entries, the announcement of the Prize or in any Promotion related materials; (ii) technical failures of any kind; (iii) failures of any of the equipment or programming associated with or utilized in the Promotion; (iv) unauthorized human and/or mechanical intervention in any part of the nomination process of the Promotion; or (v) any injury or damage to persons (including death) or property that may be caused, directly or indirectly, in whole or in part, from participation in the Promotion or receipt or use of any Prize. If for any reason a comment is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Promotion, the sole remedy is to submit another comment.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RELEASED PARTIES WILL NOT BE LIABLE AND ARE NOT RESPONSIBLE FOR DAMAGES OF ANY KIND RELATED TO PARTICIPATION OR INABILITY TO PARTICIPATE IN THE PROMOTION, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL. FURTHER, BY SUBMITTING AN APPLICATION OR ACCEPTING A PRIZE, YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AGAINST ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PROMOTION PRIZE, PARTICIPATION IN ANY PROMOTION PRIZE-RELATED ACTIVITY, OR PARTICIPATION IN THIS PROMOTION. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, IN WHICH CASE THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **13. ARBITRATION: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

- a. *Agreement to Arbitrate.* This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, the Prize, acceptance, possession, use or misuse of the Prize (including any alleged breach thereof), any advertising, any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Promotion, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- b. *Prohibition of Class and Representative Actions and Non-Individualized Relief.* YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF)

ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

- c. *Pre-Arbitration Dispute Resolution.* Sponsor is always interested in resolving disputes amicably and efficiently, and most concerns can be resolved quickly and to the participant's satisfaction by emailing [CanyonRanchSweepstakes@canyonranch.com](mailto:CanyonRanchSweepstakes@canyonranch.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sponsor should be sent to Canyon Ranch Sweepstakes, 500 Commerce Street, Suite 700, Ft. Worth, TX 76102 with a cc: to [crlegal@canyonranch.com](mailto:crlegal@canyonranch.com) ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.
- d. *Arbitration Procedures.* Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.



- e. *Costs of Arbitration.* Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Sponsor will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Sponsor will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Finally, if the value of the relief sought is \$75,000 or less, Sponsor will pay reasonable attorneys’ fees should you prevail. Sponsor will not seek attorneys’ fees from you. But, if you initiate an arbitration in which you seek more than \$75,000 in relief, the payment of attorneys’ fees will be governed by the AAA Rules.
- f. *Confidentiality.* All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- g. *Severability.* If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than Section 13(b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Section 13(b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

#### **14. GOVERNING LAW & JURISDICTION.**

This Promotion and its Official Rules are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Promotions, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 13 of these Official Rules and/or for entering any judgment on an arbitration award shall take place in the State of Texas.

#### **15. EXTENDED MEANINGS; CURRENCY.**

Unless otherwise specified in these Official Rules, words importing the singular include the plural and vice versa and words importing gender include all genders. All dollar amounts referred to in these Official Rules are in lawful money of the United States of America.

#### **16. SEVERABILITY/WAIVER.**

If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize

documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect.

**17. OFFICIAL RULES/WINNERS' LIST.**

A complete copy of these Official Rules can be obtained by sending a self-addressed, stamped envelope to the offices of Compliance Services, Canyon Ranch, 500 Commerce Street, Suite 700, Fort Worth, Texas, 76102 or emailing a request to [CanyonRanchsweepstakes@canyonranch.com](mailto:CanyonRanchsweepstakes@canyonranch.com). For the names of the winners, any person may mail a self-addressed, stamped envelope after September 23, 2025 to Canyon Ranch Compliance Services, 500 Commerce Street, Suite 700, Fort Worth, Texas, 76102. Attn: Winners' List. Requests must be received no later than July 1, 2028.

**18. SPONSOR.**

The Promotion is sponsored by Canyon Ranch, 500 Commerce Street, Suite 700, Fort Worth, Texas 76102.