

OFFICIAL RULES

A Chance To Win a VIP Tom Holland Experience

A Chance To Win a VIP Tom Holland Experience SWEEPSTAKES DRAWING – A PROMOTION TO BENEFIT The Brothers Trust, A CHARITABLE ORGANIZATION (the "Sweepstakes")

NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

By participating in a Sweepstakes on RallyUp, you agree to these Official Rules, to the website [Terms of Use](#), and to all decisions by the Sponsor of the Sweepstakes ("Sponsor"), which are final and binding in all matters.

1. ELIGIBILITY:

The Sweepstakes is open only to the following individuals (each, an "**Eligible Participant**"):

2. Individual legal residents of, and physically located within, the United States; Canada; the United Kingdom; the European Union (excluding Italy); Australia; or another country that is NOT listed as a "Prohibited Jurisdiction" as follows: Afghanistan, Bahamas, Belgium, Belize, Bolivia, Cambodia, Chad, China, Colombia, Crimea, Cuba, Dominican Republic, Ecuador, Egypt, El Salvador, Ghana, Guatemala, Guinea, Haiti, Honduras, Iran, Iraq, Italy, Jamaica, Lebanon, Mali, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Peru, Singapore, Somalia, Sudan, Syria, Tanzania (the United Republic of), Thailand, Trinidad and Tobago, Tunisia, Turkey, Uganda, Ukraine, Venezuela, Yemen, Zimbabwe, any country under sanction or embargo restrictions by the United States, and any other country where local laws would prohibit the provision of or entry into this Contest; and
3. United States and United Kingdom individuals who are at least 13 years of age or older, or for Canada, 16 years of age or older, or for other countries, at least the age of majority or older as of the date of entry; and
4. If a minor under the laws of their country or state of residence, have parent or guardian permission to enter the Contest under the terms of these Official Rules.

Any participation by any ineligible person(s) will be void.

The Sweepstakes is void where prohibited or restricted by law. All the directors, officers, employees and agents of Sponsor, The Brothers Trust ("**Charity**"), RallyUp.com, Inc. ("**Administrator**"), and each of their respective subsidiaries, affiliates, sales representatives, distributors, licensees, agents, website administrators, advertising and Contest agencies, and any immediate family members (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside) and those living in the same household (whether related or not) of any of the foregoing, are not eligible to participate in the Sweepstakes.

All international, federal, state and local laws, rules and regulations apply. Void where prohibited by law.

Participants are responsible for reviewing specific restrictions on sweepstakes entry and/or eligibility to receive a sweepstakes prize in their country of residence. Some countries may allow you to enter a sweepstakes but not allow you to receive a prize.

2. **PROMOTION PERIOD:**

The Promotion begins at 12:01 am Eastern Standard Time (“EST”) November 10, 2022 and ends at 11:59 pm EST on November 14, 2022 (“Promotion Period”). Sponsor’s server and computer clock is the official time-keeping device, and Sponsor’s decisions are final and binding.

3. **HOW TO ENTER THE SWEEPSTAKES:**

You may enter by either method described below, (or a combination of the methods). Please read carefully the detailed instructions for both methods of entry:

- (a) **Entry with Donation.** To enter by making a donation, go to <https://brotherstrust.rallyup.com/meettom> (the “Promotion Site”) and follow the on-screen instructions to complete and submit all required information on the Sweepstakes entry form, including name, country of residence, email address, and phone number, and make a donation online with your debit or credit card. You will receive the number of entries corresponding to the amount of your donation as set forth in the following table:

Amount	Number of Entries
\$10 USD	10
\$25 USD	30
\$50 USD	75
\$100 USD	200

All donations must be made online at the Promotion Site via debit or credit card and must be processed completely before the expiration of the Promotion Period. Donations not completed by the end of the Promotion Period will not count as entries. Donations made by means other than by debit or credit card at the Promotion Site, including, but not limited to, donations by cash, checks and/or money orders, are not eligible and will not be counted as entries. No phone donations will be accepted. All entries become the property of Sponsor and will not be returned. Donations made in this Sweepstakes, less the transaction processing costs, will go directly to the beneficiary charities designated by the Sponsor.

- (b) **To Enter without a Donation.** To enter without making a donation, print out the free-entry form available at <https://brotherstrust.rallyup.com/meettom/mailentryrequest> follow the instructions to submit your entry. The completed free Sweepstakes entry must be printed or scanned into a PDF formatted document and emailed as an attachment to entries@rallyup.com. Free Sweepstakes entry forms must be received by 11:59 pm EST on November 14, 2022. Limit of one emailed entry per person/household for the Sweepstakes. Each person submitting a free Sweepstakes entry form will receive entries equal to the average number of entries received by those who entered with a donation, rounded up to the next whole number (e.g. if the average entries by donation is 11.2 per donor, then each free entrant will receive 12 entries)

No automated entry devices, bots and/or other programs and/or software are permitted for entry. Those who do not follow all of the Sponsor’s instructions, fail to provide the required information with their donations or on their entry forms, or fail to abide by these Official Rules may be disqualified at the Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, misdirected, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified at Sponsor’s sole and absolute discretion. In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the debit or credit card on which the donation was charged (if entry via donation method) or by

the authorized account holder of the e-mail address used to enter. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winners may be required to show proof of being the debit or credit card holder or authorized account holder. If a dispute cannot be resolved to the Sponsor's satisfaction, the Potential Winner will be disqualified.

SPECIAL NOTE ABOUT TAXES:

Donations made in this Sweepstakes may not be tax-deductible in your jurisdiction and the winner's prize may be taxable in your jurisdiction. Consult a tax professional. You agree that Sponsor is not providing any accounting, tax or legal advice.

4. SELECTION WINNERS AND ODDS OF WINNING:

Sponsor or its representative will conduct a random drawing, and will award the prizes, each as listed in section 5 below, on or about November 15, 2022 at 7:00 pm EST from all eligible entries received for each drawing to determine the potential winner(s) ("Potential Winners"). Entries are subject to verification by Sponsor, and Potential Winners are not final winners and will not receive a prize until their eligibility has been verified by Sponsor pursuant to Paragraph 6. Odds of winning any drawing depend upon the total number of eligible entries received for each drawing. Sponsor reserves the right in its sole discretion to disqualify all suspect entries.

5. PRIZES:

The Grand Prize Winner of the Sweepstakes will receive one (1) trip for the Grand Prize winner and one (1) guest to attend Tom Holland's Fundraising Gala in London, United Kingdom on February 9, 2023, subject to change, in the sole and absolute discretion (the "**Fundraising Event**"). The Grand Prize consists of roundtrip coach air transportation for two (2) from a major gateway airport nearest Grand Prize winner's residence (as determined by Sponsor in its sole discretion); standard, double-occupancy hotel accommodations for three (3) nights at the hotel in London, United Kingdom; two (2) tickets to the Fundraising Event; ground transportation to/from hotel and the Fundraising Event; two (2) tickets to attend a meet-and-greet/photo opportunity with actor Tom Holland at the Fundraising Event; and £1,000 in spending money (awarded in the form of a Visa Gift Certificate) (collectively, the "**Grand Prize**"). **ARV of the Grand Prize: \$15,000.** The actual retail value of the Grand Prize may vary, depending on the Grand Prize winner's place of residence. Any difference between the stated value and actual value of the Grand Prize will not be awarded to the Grand Prize winner. Selection of airport, airline, hotel, and ground transportation are solely within Sponsor's discretion. If in the judgment of Sponsor air travel is not required due to Grand Prize winner's proximity to London, United Kingdom, ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. The Grand Prize winner (or, if a minor, such winner's parent or guardian) will be required to provide a credit card to the hotel to cover incidentals which are not included in the Grand Prize package. All travel, hotel, ground transportation and prize-related events are subject to availability and restrictions. The Grand Prize winner and travel guest must travel on same itinerary. If the Grand Prize winner is a minor, the Grand Prize winner's travel guest must be the minor's parent or legal guardian. If the Grand Prize winner is an adult, a minor of 13 years of age or older may accompany the adult Grand Prize winner as the travel guest only if the adult Grand Prize winner is the minor's parent or legal guardian. All minors must be accompanied at all times during trip (including, but not limited to, in-flight and during the hotel stay and all prize-related events) by minor's parent or legal guardian. Both Grand Prize winner and travelling companion (unless minor child of Grand Prize winner) must execute an Affidavit/Release prior to issuance of travel documents. The Grand Prize winner and travel guest must have all necessary identification and/or travel documents (e.g., a passport) required for travel. Grand Prize winner and guest shall comply with any and all health and safety protocols and rules in effect from the local authorities and any additional

requirements. The Grand Prize winner understands that there are inherent risks involved in travel and that these risks may be present before, during, and after receipt and use of the Grand Prize. Sponsor reserves the right to change or cancel the meet-and-greet with Tom Holland portion of the Grand Prize if talent becomes unavailable due to any unforeseen circumstances. The opportunity to meet with Tom Holland is contingent upon the celebrity appearing for the event/activity. Sponsor is not responsible if the winner and/or guest is not able to meet with the celebrity due to cancellation, illness, conflict, act of God, or any other reason outside of the control of Sponsor. Sponsor is not responsible for changes in schedule, of any element of the Grand Prize, or for any expenses incurred as a consequence of flight cancellation or delay. Sponsor is not responsible and will have no liability if the Grand Prize winner and/or his/her travel guest are for any reason not permitted to travel by the relevant airport authorities or misses a flight or other Grand Prize element. It is recommended that the Grand Prize winner and his/her travel guest obtain sufficient personal insurance prior to departure. All costs and expenses associated with prize acceptance and use not specified herein are the sole responsibility of the applicable winner. Prizes are non-transferable and non-assignable and will be provided only to the Grand Prize winner. There will be no substitutions for any prize (or element thereof) except by the Sponsor who reserves the right to substitute a prize (or element thereof) with one of comparable or greater value at its sole discretion. No interest will be paid on any cash portion of the Grand Prize. Other restrictions may apply. Prize winners are responsible for paying all federal, state and local taxes on any winnings.

Restrictions and Limitations: Sponsor may elect, in its sole and absolute discretion, to provide winner(s) with an alternate prize of equal or greater value. If a winner declines a prize for any reason, the winner will not receive any substitution or reimbursement of the prize or portion thereof. All winners shall be responsible for any and all federal, state, local, or other sales, transaction privilege, use, income, excise, or other taxes, fees, assessments, charges, costs, or similar of any nature associated with any prize. **The prizes are provided as-is with no guarantee. All warranties, whether express or implied, including the warranties of merchantability and fitness for a particular purpose, are hereby disclaimed by the Sponsor. All prize details are at Sponsor's sole discretion. Prizes are nontransferable and non-assignable, and will be provided only to the winner, with no substitutions except at the Sponsor's sole discretion. Prizes that require delivery will be delivered only to a valid physical address within the United States that the winner provides to the Sponsor or its representative at the time of winner notification. No interest will be paid on any prize. Other restrictions may apply.**

6. VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:

Potential Winner(s) will be notified by email and/or phone within twenty-four (24) hours after being selected in a drawing by Sponsor or its representative. Potential Winners are not winners of any prize until their eligibility has been verified, they have signed an affidavit of eligibility and liability/publicity release, and they have received notice from Sponsor that they have won a prize, even if any information on Sponsor's website page or any other media indicates that an entrant has won.

Potential Winner(s) may be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release. If a Potential Winner cannot be contacted within twenty-four (24) hours after Sponsor attempts notification, is ineligible to win a prize, fails to return any and all requested documentation within the time stated on the notification (whether or not Potential Winner actually receives that notification), refuses the prize, or otherwise fails to comply with these Official Rules, then the Potential Winner forfeits the prize in its entirety. If a Potential Winner forfeits a prize, Sponsor will select a substitute Potential Winner by random drawing of the remaining eligible entries.

7. USE OF NAME AND LIKENESS:

Unless it is otherwise prohibited by law, by accepting any prize, each winner, and winner's guest(s), if applicable, expressly grants to Sponsor, and their respective designees, to use and publish his/her name, likeness, and photograph for advertising, promotional, publicity and other purposes in connection with this Sweepstakes ("Advertising") in any manner, in any and all media, now known or

hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law). Each winner further agrees to execute any specific consent needed or requested by Sponsor or its designees in furtherance of such use. All copyright, trademark or other intellectual property rights in such advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner and guest hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law.

8. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:

By participating in the Sweepstakes, entrants agree to release and hold harmless Sponsor, RallyUp.com Inc., and their respective parent companies, affiliate companies, subsidiaries, advertising, fulfillment, marketing, and promotion agencies, and all of their respective officers, directors, shareholders, partners, members, principals, employees, agents, contractors or suppliers (collectively, "Released Parties") from and against any claim or cause of action arising out of entrant's participation in the Sweepstakes, or receipt or use of any prize, including, but not limited to: (a) late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; (b) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (c) any technical, mechanical, printing, or typographical or other error; (d) unauthorized human intervention in the Sweepstakes; (e) any award that has been lost or stolen after being received by the recipient; (f) inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (g) injury or damage to any person or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or acceptance, receipt, use, or misuse of any prize; (h) any and all applicable federal, state, and local taxes that may be due and payable for receipt or use of any prize; and (i) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Sweepstakes, entrant's sole remedy is to enter the Sweepstakes again and to receive another entry. Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Sweepstakes should any virus, bug, technical failures, unauthorized human intervention or other Page 5 causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of any such cancellation, termination or suspension, a notice will be posted and Sponsor in its sole discretion may select Potential Winners among all eligible, non-suspect entries received prior to such time. Sponsor reserves the right to correct clerical or typographical errors in these Official Rules or any promotional materials.

9. DISPUTES:

Except where prohibited, each entrant of the Sweepstakes agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the state of Arizona or the appropriate Arizona state court located in Tucson, Arizona; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will you be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses in entering the Sweepstakes, and waive any and all rights to have damages multiplied or otherwise increased. Each entrant hereby irrevocably consents to the personal jurisdiction of said courts and waives any claim of forum non-convenience or lack of personal jurisdiction they may have. All issues and questions

concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Arizona, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the state of Arizona. In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

10. CAUTION:

Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sponsor to be in violation of these Official Rules, or to be acting in any manner deemed by the Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND 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.

11. ENTRANT'S PERSONAL INFORMATION:

By entering this Sweepstakes, you consent to the collection, use and disclosure of your personal information for the purpose of administering this Sweepstakes and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Sweepstakes. Your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning.

12. PRIVACY:

By participating in the Sweepstakes, entrant authorizes the Sponsor to collect, use, process, transfer and store all data provided by entrant, including without limitation, personal data, in the United States, or any location(s) throughout the world that the Sponsor deems necessary, whether within entrant's country of residence or elsewhere, and with such party(ies) as the Sponsor deems appropriate, for purposes of administration of the Sweepstakes. All information submitted to the Sponsor as part of this Sweepstakes will be treated in accordance with the Sponsors' privacy statement, available at <https://rallyup.com/privacy-policy/>. Sponsor will only use entrant's personal information to: (a) provide information about the Sweepstakes; (b) contact and publicize potential winners; and/or (c) if an entrant selects to receive additional information from the Sponsor, to send additional information to that entrant during or after the Promotion Period. Entrants to the Sweepstakes may be given the option to receive commercial e-mails from the Sponsor; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's consent to receive such e-mails. Entrants must fully complete and submit all non-optional data the Sponsor requests to be eligible. Entrants have the right to withdraw and correct their personal data, but entrants are not allowed to re-submit their entries for additional entries in the Sweepstakes. Entrants may submit corrections to personal data by calling +1 520-314-8800 or emailing help@rallyup.com.

13. WINNERS LIST:

A list of Sweepstakes winners may be obtained by emailing a request to success@rallyup.com within six (6) months of the end of the Sweepstakes period.

14. SPONSOR:

The Sponsor of the Sweepstakes is specified on the Campaign Page that contains the link to these Official Rules. **By participating in this Sweepstakes, you acknowledge and agree that the Sponsor of the Sweepstakes is solely responsible for issuing, delivering, or otherwise providing all Prizes offered in this Sweepstakes. You agree to hold harmless RallyUp.com, Inc. and its Related Parties from and against any claim or cause of action including the Sponsor's failure to provide a Prize or Prizes offered in this Sweepstakes.**

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