

Prove Mike Wrong Challenge Official Rules

1. **Overview.** Lindell Management, LLC. ("Lindell") has created a contest where participants will participate in a challenge to prove that the data Lindell provides, and represents reflects information from the November 2020 election, unequivocally does NOT reflect information related to the November 2020 election (the "Challenge"). In case more than one person is found to have met the Challenge in accordance with the Official Rules stated herein, the \$5 million prize will be split on a pro rata basis. In other words, the total payout in the Challenge **will not exceed \$5 million** under any circumstances. The Challenge is sponsored by Lindell and begins on August 10, 2021 at 9:00 am CDT and ends on August 12, 2021 at 6:00 pm CDT (the "Challenge Period"). Entries must be submitted to Lindell during the Challenge Period in strict accordance with these Official Rules. Entrants are limited to a single entry, during the Challenge Period. Those who do not abide by these Official Rules may be disqualified at Lindell's sole discretion. Lindell may keep all Entrant information after completion of the Contest for business management and record keeping purposes.
2. **Eligibility.** The Contest is open only to all individuals who have been invited to and **appear in person** at the Cyber Symposium held August 10-12, 2021 in Sioux Falls, SD, and are 18 years of age or older. **YOU MUST READ AND SIGN THIS FORM AND RETURN IT TO THE FRONT DESK TO PARTICIPATE IN THE CHALLENGE.** No assistance is permitted by or through individuals or computers outside of the venue where the Symposium is being held. Employees of Lindell (including individuals retained by Lindell) and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, and federal and state government employees are not eligible to win the Challenge described herein. All U.S., federal, state and local laws and regulations apply and this Contest is void where prohibited by law.
3. **Sponsor.** The sponsor and administrator of the Challenge is Lindell Management, LLC, with its place of business located at 343 East 82nd Street, Suite 100, Chaska, MN 55318, United States of America.
4. **Agreement to Official Rules.** Participation in the Contest constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
5. **Contest Entry Period.** The Contest begins on August 10, 2021 at 9:00 am CDT and ends on August 12, 2021 at 6:00 pm CDT (the "Challenge Period"). Participants must submit all of their evidence in writing to a three member panel selected by Lindell who will determine whether the submission proves to a 100% degree of certainty that the data shown at the Symposium is not reflective of November 2020 election data.

6. **Winners.** The winners will be determined on August 12, 2021 by 8:00 pm CDT. The three-member panel selected by Lindell will identify the winners based on their professional opinion that the submission proves to a 100% degree of certainty that the data shown at the Symposium is not reflective of November 2020 election data. If more than one winner is selected, the \$5 million prize will be split pro rata with all winners. All taxes, social security payments or other fees (including those applicable in your jurisdiction of primary residence) and other expenses not specified in these Official Rules as being provided as part of the prize are the sole responsibility of the winners.
7. **General Conditions.** All federal, state and local laws apply. As a condition of entry, and by participating in and entering the Contest, you agree to be bound by these Official Rules and the decisions of Lindell, which shall be final and binding in all respects, and to release, discharge and hold harmless Lindell, its parents, subsidiaries, affiliates, agencies, agents and representatives from any and all claims, charges, injuries, liability, losses and/or damages of any kind caused by, resulting from or arising out of your participation in the Contest and/or your acceptance, use, misuse, loss or misdirection of a prize. Failure to comply with these Official Rules may result in disqualification from this Contest. Lindell's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Lindell's sole discretion. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Contest is not capable of running as planned for any reason, Lindell reserves the right, in its sole discretion, to cancel, modify or suspend the Contest and award the prizes based on entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Lindell.
8. **Governing Law** This Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of Minnesota, without giving effect to its conflicts of law or choice of law principles. Any legal actions, suits or proceedings related to this Contest (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively through arbitration (as described below) located in the State of Minnesota and each participant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Contest.

9. **ARBITRATION.** YOU AND LINDELL AGREE THAT IN THE EVENT OF ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO, OR CONNECTED IN ANY WAY WITH THE CHALLENGE, OR THE BREACH, ENFORCEMENT, INTERPRETATION, OR VALIDITY OF THESE TERMS & CONDITIONS ("CLAIM"), SUCH CLAIM WILL BE RESOLVED EXCLUSIVELY BY FINAL AND BINDING ARBITRATION. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT AND USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS, BUT ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE ARBITRATION WILL BE CONDUCTED UNDER THE THEN CURRENT RULES OF THE AAA AND CONDUCTED IN ENGLISH. THE AAA RULES ARE AVAILABLE ONLINE AT WWW.ADR.ORG OR BY CALLING THE AAA AT 1-800-778-7879. THE LOCATION OF ANY ARBITRATION SHALL BE MINNEAPOLIS, MINNESOTA.
10. **CLASS ACTION WAIVER.** THE MAKING OF CLAIMS OR RESOLUTION OF DISPUTES PURSUANT TO THIS AGREEMENT SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CHALLENGE AND/OR THESE TERMS & CONDITIONS WILL BE RESOLVED INDIVIDUALLY IN THE FORUM DESIGNATED IN THIS DISPUTES SECTION, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND, (2) EXCEPT WHERE OTHERWISE PROHIBITED BY LAW, ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE.

11. **Submission of a Claim.** If you intend to assert a Claim you must first send written notice ("Notice"), by first class or certified mail, to Lindell, attention Legal Department, 343 East 82nd Street, Suite 100, Chaska, MN 55318. The Notice must describe the nature and basis of the claim and the specific relief sought. If the parties cannot reach an agreement within thirty (30) days from the receipt of the Notice, either party may initiate arbitration proceedings. A form to initiate arbitration proceedings is available on the American Arbitration Association (AAA) site at www.adr.org. In addition to filing this form with the AAA, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send such copy to Lindell, attention Legal Department, 343 East 82nd Street, Suite 100, Chaska, MN 55318.

Print name, sign, and date