

**C Spire Business® 2020 Kirk Herbstreit Strategy Promotion**  
**OFFICIAL PROMOTION RULES AND REGULATIONS**

**NO PURCHASE REQUIRED TO ENTER OR WIN. ENTRANTS ARE NOT REQUIRED TO BE C SPIRE CUSTOMERS TO ENTER OR WIN. THE FOLLOWING PROMOTION IS INTENDED FOR LEGAL RESIDENTS OF THE UNITED STATES AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO THE APPLICABLE LAWS OF THE STATES OF ALABAMA, MISSISSIPPI AND TENNESSEE AND THE UNITED STATES. DO NOT PROCEED WITH THIS PROMOTION IF YOU ARE NOT A LEGAL RESIDENT OF ALABAMA, MISSISSIPPI OR TENNESSEE. VOID IN ALL OTHER JURISDICTIONS AND WHERE PROHIBITED BY LAW.**

**1. PROMOTION OVERVIEW:** C Spire (“C Spire”) will conduct the “C Spire 2020 Kirk Herbstreit Strategy Promotion” (hereinafter referred to as the “Promotion”). Promotion entries will be accepted from 9:00 a.m. Central Standard Time on Tuesday, September 1, 2020 9:00 AM CDT through Saturday, December 5, 2020 11:59 PM CDT (hereinafter referred to as the “Promotion Period”). Promotion entrants (“Entrants” or “You”) may enter by visiting [cspire.com](http://cspire.com) [cspire.com/kirk-herbstreit](http://cspire.com/kirk-herbstreit), and follow the instructions on the website to enter the Promotion in Rule 2. All eligible Entrants will be entered into a Drawing to win a 30 minute virtual strategy session for their business and Kirk Herbstreit. Participation in the Promotion may require Entrant’s agreement to other applicable terms, conditions, or agreements with C Spire, including, but not limited to, C Spire’s Terms of Use and/or C Spire’s Privacy Policy. One entry per individual; no additional entries will be permitted. However, individuals from the same business may each individually enter the Promotion.

**2. ELIGIBILITY AND HOW TO ENTER:** The Promotion is open to any person (legal resident of Alabama, Mississippi or Tennessee) entering on behalf of a small, medium or large business with a minimum of eight (8) employees, and who is over the age of 19 in Mississippi or Tennessee, and 19 in Alabama. Entrant must use the Internet to electronically access [cspire.com/kirk-herbstreit](http://cspire.com/kirk-herbstreit), and follows the instructions to enter the Promotion in Rule 3 (the “Submission”). The Submission must be complete and true, in C Spire’s sole discretion. Entrants are not required to be C Spire Customers to enter or win. No purchase is required to enter or win. Minors are ineligible to participate in the Promotion in any manner. Employees, contingent staff persons, officers and directors, together with relatives (parents, grandparents, children, grandchildren, siblings and spouses of each) and/or those living in the same households, of C Spire and their respective parents, subsidiaries and affiliates are ineligible to participate in the Promotion or win any Promotion Prizes. The term “immediate families” includes spouses, grandparents, parents, siblings and grandchildren.

By entering the Promotion, Entrant and Winner agrees: (1) that that the Submission complies with the requirements set forth in these Promotion Rules, (2) that Entrant is authorized and has permission to provide the information in the Submission on behalf of the small, medium or large business with a minimum of eight (8) employees; (3) C Spire has the right to utilize and publish the content of Entrant or Winner in any manner it wishes, and Entrant and Winner agree to execute a Publicity/Liability Release and such other documents and agreements as C Spire may

request in order for C Spire to utilize Entrant or Winner's content, including, but not limited to background checks, or cooperation to procure Publicity Releases from Entrant, Winner or other individuals who may appear in the submission. Entrant and Winner agree and understand that it may be filmed and used by C Spire in any manner. Failure of Entrant or Winner to cooperate in such manner will result in forfeiture of the prizes.

BY ENTERING THE PROMOTION, ENTRANT WILL BE DEEMED TO HAVE READ, UNDERSTOOD AND AGREED TO THESE OFFICIAL RULES AND REGULATIONS AND YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES THROUGHOUT THE PROMOTION PERIOD.

### **3. PRIZES AND SELECTION OF WINNER:**

The Winner will be selected by a random drawing held on or around December 6, 2020. One Grand Prize will be awarded as follows:

The Grand Prize Winner will receive a "one on one" thirty (30) minute virtual strategy session with Kirk Herbstreit concerning their business, at a date and time to be determined and arranged by C Spire after award of the Grand Prize (the "Strategy Session").

C Spire reserves the right, in its sole discretion, to disqualify and randomly select an alternate Winner in the event that (a) there is an inconsistency with the information listed on the Entrant's entry or Submission; (b) the failure to provide C Spire with satisfactory proof of age, identity, and residency, or other matters of general eligibility (c) the potential Winner declines acceptance of the Prize or declines to accept the Prize by failing to execute a Publicity/Liability Release; or (d) if in C Spire's determination, the potential Winner has not otherwise complied with these Official Rules. C Spire reserves the right in its sole discretion to disqualify and remove any Submission for violation of these Promotion Rules and at any time for any reason or no reason. There will be no substitution for the Prizes. Prizes awarded are non-transferable. Failure to collect the Prizes constitutes forfeiture of the Prizes. If forfeited, the Prizes will remain the property of C Spire. Another winner may not be selected in C Spire's sole discretion. C Spire's decision shall be final in all matters pertaining to the Prizes.

### **4. PUBLICITY AND RIGHTS.**

In the event that Entrant breaches any of Entrant's representations, warranties or undertakings contain in these Promotion Rules, Entrant agrees to indemnify and hold harmless C Spire from and against any and all damages, costs, expenses (including reasonable attorneys' fees), losses, and claims of any kind or nature which are incurred by C Spire as a result of Entrant's breach.

Entrant grants C Spire an everlasting, royalty-free, exclusive license to use, utilize, replicate, alter, adapt, modify, publish, broadcast, translate, produce derivative works from, distribute, present,

play, sublicense and exercise all copyright and other intellectual property rights with respect to Entrant's participation in the Promotion, including but not limited to the Strategy Session, on a worldwide basis and/or include same in other works in any media now known or later created forever. Entrant agrees and grants C Spire permission to make available and display/perform and otherwise publish the Promotion in all media in perpetuity without compensation. Except where legally prohibited, submission of any entry into this Promotion constitutes permission for C Spire to use Entrant's, Winner's and the business appearing the Submission's name, photograph, likeness, voice, address (city and state) and testimonials, in printed, broadcast media or new media, in perpetuity, in any manner it deems appropriate in connection with promoting itself or this Promotion, without further compensation in connection with this Promotion or the Prizes awarded. Entrant and Winner agree that this license includes the right for C Spire to make any such content available to other third parties for their broadcast, publication, distribution or use. Being selected or featured Submission by C Spire on its website or social media properties does not guarantee selection as a winner.

**5. INDEMNITY.** Entrant agrees to indemnify and hold C Spire harmless from any third party claims arising from or related to that Entrant's participation in the Promotion. By participating, Entrant agrees that C Spire's involvement in the development, production, implementation and distribution of this Promotion and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion shall not be liable for any and all claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, this Promotion, including entry and participation in this Promotion and acceptance, possession, use or misuse of the Prizes. Entrant agrees that in the event of any third party claims, damages, losses or injuries, arising from or relating to this Promotion, Entrant will indemnify and hold C Spire harmless from any and all such claims, damages, costs, and expenses (including the attorneys' fees) related thereto. C Spire shall not be responsible for any technical malfunctions of the telephone network, computer online system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury.

**6. LIMITATION OF LIABILITY AND DISPUTE RESOLUTION.** C SPIRE SHALL HAVE NO LIABILITY OR OBLIGATION IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY ENTRANT, SUCH AS, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, LOST DATA OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND, ARISING OUT OF THE DOWNLOAD, INSTALLATION AND/OR USE OF CSPIRE.COM, ITS SOCIAL MEDIA PROPERTIES (THE "SITES"), CONTENT ON THE SITES OR ACCESSIBLE THROUGH THE SITES, THE APPS, THE ACTS OR OMISSIONS OF ANY THIRD PARTY, OR FOR ANY CONTENT PROVIDED BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER C SPIRE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT CAUSED BY C SPIRE'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. SOME STATES DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY. C SPIRE MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

ENTRANT AGREES THAT ANY CONTROVERSIES, CLAIMS OR DISPUTES ARISING BETWEEN ENTRANT AND C SPIRE, WHETHER IN TORT OR IN CONTRACT, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO OR ARISING OUT OF THE PROMOTION, THESE RULES AND REGULATIONS, OR SERVICES PROVIDED BY C SPIRE, INCLUDING ACCESS AND/OR USE OF THE SITES AND/OR ANY APP, WHETHER ARISING BEFORE OR AFTER THE PROMOTION PERIOD, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE, ADVERTISING OR PROMOTION PROVIDED BY C SPIRE, INCLUDING, BUT NOT LIMITED TO, ACCESS AND/OR USE OF THE SITES AND APPS. SUCH ARBITRATION SHALL BE BEFORE A PANEL CONSISTING OF THREE ARBITRATORS AT A LOCATION IN THE GREATER JACKSON, MISSISSIPPI METROPOLITAN AREA. SUCH ARBITRATION SHALL BE BINDING UPON BOTH YOU AND C SPIRE AND SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS RULES, INCLUDING THE SELECTION OF THE ARBITRATORS, WHICH SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RULES OF THE AAA. THE AWARD RENDERED BY THE ARBITRATORS SHALL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES FURTHER AGREE THAT THE PREVAILING PARTY IN SUCH ARBITRATION SHALL BE ENTITLED TO RECOVER THE COSTS OF SUCH ARBITRATION FROM THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES. THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. PROVIDED, HOWEVER, MATTERS OF \$1,500 OR LESS IN ALLEGED VALUE (BEFORE COSTS, INTEREST AND ALLOWABLE ATTORNEYS' FEES, IF ANY) MAY BE FILED IN ANY COURT WITH JURISDICTION THEREOVER AND THERE TRIED BY ANY PARTY, UNLESS COUNTER-CLAIMS OR OTHER CLAIMS IN AN AMOUNT IN EXCESS OF \$1,500 (SUBJECT TO THE SAME EXCLUSIONS) ARE ASSERTED BY ANY PARTY. IN THE LATTER CASE, THE ENTIRE MATTER AND ALL CLAIMS BEFORE THE COURT SHALL BECOME SUBJECT TO BINDING ARBITRATION HEREUNDER UPON WRITTEN REQUEST OF ANY PARTY FILED WITH THE COURT WITHIN THIRTY (30) CALENDAR DAYS OF ACTUAL NOTICE OF THE FILING OF SUCH COUNTER-CLAIMS OR OTHER CLAIMS.

C SPIRE RESERVES THE RIGHT TO MODIFY THESE OFFICIAL RULES WITHOUT NOTICE AT ANY TIME IN ITS SOLE DISCRETION.

**7. OFFICIAL WINNERS.** For a copy of the Official Winners' announcement, available approximately December 6, 2020, mail a self-addressed stamped envelope to: The C Spire Business Kirk Herbstreit Announcement, 1018 Highland Colony Parkway, Suite 340, Ridgeland, MS 39157.

This Promotion is sponsored and organized by C Spire, 1018 Highland Colony Parkway, Suite 340, Ridgeland, MS 39157. The decision of C Spire management in their interpretation of these Official Rules is final. By participating in the Promotion Entrant agrees to be bound by the decisions of C Spire's management, and these Official Rules. Entrant's participation in the

Promotion shall be deemed to be Entrant's complete acceptance of the terms and conditions set forth herein by C Spire.

C Spire, its representatives, agencies and employees, are not responsible for any changes or difficulties in Prize delivery.

8. **CHILDREN AND MINORS.** Consistent with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), C Spire will never knowingly request personally identifiable information from anyone under the age of 13 without requesting parental consent. Additional information can be found on the U.S. Federal Trade Commission web site.

9. **MISCELLANEOUS.** C Spire assumes no responsibility for lost or late entries or for incomplete computer transmissions or technical failures. Liability for any applicable taxes imposed by any government, if any, on any Prize won is the sole responsibility of the winner of such Prize. Offer void where prohibited by law. All federal, state and local laws and regulations apply. Difficulties with online access to enter the Promotion or other technical failures are not the responsibility of C Spire. In the event there is a discrepancy or inconsistency in statements or other language in these Rules and Regulations or C Spire's Terms of Use or any other applicable agreement, the discrepancy will be resolved in C Spire's sole and absolute discretion. For purposes of these Official Rules all times are United States Central Time.

10. **PRIVACY POLICY.** Any personally identifiable information that is collected as a result of Entrant's participation in the Promotion will be collected by C Spire and used by C Spire for purposes of the proper administration and fulfillment of the Promotion as described in these Rules and Regulations and other applicable terms, conditions or agreements with C Spire, and for other purposes as you may specify on the Submission . Entrant agrees that C Spire may use information from Entrant's Submission to contact Entrant or Entrant's business concerning its services and products. However, such information will always be used in accordance with C Spire's current Privacy Policy found at [www.cspire.com/privacypolicy](http://www.cspire.com/privacypolicy).

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