## Northgate Waco LLC NORTHGATE WACO LLC 2025 CAMP FIMFO X BAYLOR TICKET GIVEAWAY

## **OFFICIAL RULES**

Entry into this Promotion constitutes your acceptance of these Official Rules.

- **1. SPONSOR**: This 2025 Camp Fimfo x Baylor Ticket Giveaway ("**Giveaway**") is sponsored by Northgate Waco LLC d/b/a Camp Fimfo Waco ("**Sponsor**").
- 2. WHO IS ELIGIBLE: The Giveaway is only open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, excluding residents of Puerto Rico, all U.S. territories and possessions and all overseas military installations, who are at least twenty-one (21) years of age at the time of entry. ("Entrant"). Employees of Sponsor, affiliates, subsidiaries, directors, officers and Prize suppliers (collectively, the "Giveaway Entities"), and each of their immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter or win. For the purpose of the Giveaway, family members are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. Void where prohibited by law. Limit one (1) entry per person during the Entry Period (defined below). Entries that are unidentifiable, incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules (defined below) may be disqualified from the Giveaway at the Sponsor's sole and absolute discretion. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to the Sponsor's satisfaction, the affected entry will be deemed ineligible. Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.
- 3. ENTRY PERIOD: The Giveaway begins at 11:00 a.m. Central Standard Time ("CST") on September 9, 2025, and expires at 11:59 p.m. CST on September 11, 2025 ("Entry Period"). To be officially entered into the Giveaway (an "Eligible Entry"), Entrants must complete Step A during the Entry Period:
  - A. Follow @campfimfo;
  - B. Tag one (1) friend in the comments section of the Giveaway post (multiple comments are allowed; however, tagging multiple individuals in a single comment will only count as one bonus entry);
  - C. "Like" the Giveaway post on Instagram or Facebook; and
  - D. Share the Giveaway post to Instagram Story or Facebook Feed

Participants may submit multiple entries by posting multiple comments. However, multiple tags included within a single comment will be counted as one (1) entry only. Each comment with tags must be submitted separately to qualify as additional entries.

- **4. BINDING AGREEMENT**. In order to participate in the Giveaway or to win a Prize, Entrant must agree to these Official Rules ("**Official Rules**"). Because these Official Rules form a legally binding agreement with respect to the Giveaway, please read them carefully. If Entrant does not agree to the Official Rules, Entrant is not eligible to participate in the Giveaway or to win any Prize. Entrant agrees that his/her registration as an individual participant under the Giveaway constitutes his/her agreement to these Official Rules.
- 5. WINNER SELECTION/NOTIFICATION. The winner will be selected at random from all Eligible Entries received during the Entry Period using a random selection tool. The selected winner will be announced and tagged in a post on the @campfimfo Instagram story on September 12, 2025. All entries must be received by the end of the Entry Period to be eligible for selection.

To claim the Prize, the Winner must contact @campfimfo directly via Instagram Message following the announcement - due to spam accounts, we will not contact you directly. The Sponsor is not responsible for any failed, delayed, lost, misdirected, or otherwise undelivered email communications, including but not limited to circumstances where the winner does not receive the notification due to spam filters, email blocking, or other technical issues. Failure to respond in accordance with the instructions provided may result in forfeiture of the Prize and selection of an alternate winner at the Sponsor's sole discretion.

**6. PRIZE:** One (1) eligible winner will be awarded four (4) Baylor vs. Samford football tickets, valid September 13, 2025. Winner must accept tickets in-person by presenting an ID at the Camp Fimfo Waco tailgate on September 13, 2025.

All costs and expenses associated with the acceptance and use of the Prize that are not expressly specified herein, including, without limitation, taxes, fees, and personal expenditures, shall be the sole responsibility of the winner. By accepting the Prize, the winner consents to the use by the Sponsor and its affiliated entities of the winner's name, city and state of residence, image, likeness, and details regarding the Prize, for advertising, promotional, and publicity purposes in any and all media now known or hereafter developed, worldwide and in perpetuity, without additional compensation, notification, or permission, except where prohibited by law.

- 7. ODDS: Odds of winning the Prize depends upon the total number of eligible entries received.
- **8. GENERAL CONDITIONS**: In the event that the operation, security, or administration of the Giveaway are impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in their sole discretion, either: (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; or (b) award the Prize at random from among the Eligible Entries received up to the time of the impairment. Sponsor reserves the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the

operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- a. By entering and participating, each Entrant agrees to release, discharge, indemnify, and hold harmless Sponsor and Giveaway Entities from and against any and all claims, demands, liability, damages or causes of action (however named or described) losses, costs or expenses, with respect to or arising out of or related to: (i) Entrant's participation in the Giveaway, and (ii) Entrant's acceptance, use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Giveaway or use or redemption of a Prize. By participating in this Giveaway, Entrant agrees to abide by and be bound by these Official Rules, and understand that the Giveaway results are final in all respects. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control, and the discrepancy will be resolved in Sponsor's sole discretion. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained here.
- **9. NO WARRANTY**: ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).
- **10. GOVERNING LAW/JURISDICTION**: The Giveaway and these Official Rules are governed by and shall be construed in accordance with the laws of the State of Texas. All applicable federal, state, and local laws and regulations apply.
- 11. ADDITIONAL RULES: Entry data that has been tempered with or altered are void. No responsibility is assumed for: (i) lost, late, misdirected, damaged, garbled, incomplete or illegible entries, all of which are void; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, mobile device, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems; or (iii) any injury or damage to Entrant's or any other person's mobile device or computer related to or

resulting from participating in the Giveaway. The date and time of entry receipt shall be determined by the official clock on the website. Submitted materials become the sole property of Sponsor and will not be acknowledged or returned. If the Giveaway is terminated before the end date, Sponsor will determine Winner from all eligible entries received as of the termination date.

ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT OF THE LAW.

By participating, Entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the Sponsor and Administrator, which are final and binding in all matters relating to the Giveaway. Failure to comply with these Official rules may result in disqualification from the Giveaway. Sponsor reserves the right to: (i) permanently disqualify from any Giveaway it sponsors any person it believes has intentionally violated these Official Rules; and (ii) suspend, modify or terminate the Giveaway if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Giveaway. If the Giveaway is terminated before the end date, Sponsor will determine the winner from all eligible entries received as of the termination date.

12. RELEASE OF LIABILITY: By participating, Entrants release and hold harmless the Sponsor and Administrator, and their parent companies, subsidiaries, affiliates, partners, employees, directors, agents, and all others associated with the development and execution of this Giveaway from any and against any and all injury, loss or damage caused or claimed to be cause by Entrant's participation in the Giveaway and/or the acceptance, awarding, receipt, use and/or misuse of the Prize, and Entrant agrees that these entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any Prize except as expressly provided in these Official Rules. By participating, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or in connection with the Giveaway, or any Prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorney's fees; (c) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (d) these Official Rules and all disputes shall be governed by the internal laws of the State of Texas; without regard to the principles of conflicts of laws, and disputes shall

be resolved exclusively in the state or federal courts in the State of Texas, and Entrant expressly consents to the jurisdiction of said courts and waives any objection thereto.

- 13. PRIVACY AND PUBLICITY. Personal information submitted by Entrants in connection with the Giveaway will be collected, used and disclosed only for the purpose of administering the Giveaway, Prize fulfillment, or as Entrants otherwise expressly consent to or as required by law. By entering the Giveaway, Entrants acknowledge and agree that all participating brands (including Camp Fimfo, SmartSweets, and Thule) are permitted to use the email addresses collected for their own marketing purposes. Personal information may be stored on servers in the United States and/or Canada and therefore may be subject to the laws and authority of other jurisdictions. By entering the Giveaway, Entrants consent to such collection, use and disclosure. Any information Entrants submit is subject to Sponsor's privacy policy available at: <a href="https://www.campspot.com/privacy-policy">https://www.campspot.com/privacy-policy</a>.
  - **Opt-Out from Giveaway**: After completing the Review, Entrants that wish to be removed from the Giveaway entry list and decline the chance to win a Prize can email <a href="marketingteam@northgateholdings.com">marketingteam@northgateholdings.com</a> and include: "2025 Camp Fimfo x Baylor Ticket Giveaway" in the subject line along with their first and last names and email address in the body of the email.
- **14. TAXES**: All taxes and other expenses not specified herein, including federal, state, and local, are the sole responsibility of the Prize Winner, as well as compliance with any federal, state, and local laws and regulations applicable to the Prize Winner.