

THE ZIPLY FIBER FASTEST HOME INTERNET IN AMERICA SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN CIVIL ACTION INDIVIDUALLY OR IN BY CLASS ACTION.

SWEEPSTAKES ENTRY PERIOD: The Ziplly Fiber Fastest Home Internet In America Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Pacific Time ("PT") on Wednesday, November 1stth, 2023 and ends at 11:59:59 PM PT on Thursday, November 30th, 2023 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to legal residents of WA, OR, ID, MT who are age 18 or older at the time of entry and who reside in a Ziplly Fiber 50 Gig Service area. To find out if you are eligible, check the by confirming availability for your address at <https://zipllyfiber.com/new-fiber-locations>. Void in all other states, outside the U.S. and wherever else prohibited by law. Employees of Ziplly Fiber (the "Sponsor"), Votigo, Inc.(the "Sweepstakes Administrator"), Meta Platforms, Inc, Instagram, and X and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations. Entrants must live in a single-family dwelling located within 200 feet of Ziplly Fiber fiber facilities in order to participate and win.

HOW TO ENTER: There are three ways to enter:

Method #1: Instagram Entry (via Instagram feed): During the Sweepstakes Period, participants can create a post demonstrating that they want to be one of the first people to have Ziplly Fiber 50 Gig Fiber Service (the "Post"), log in to his/her/their public Instagram account, follow @ZipllyFiber on Instagram, and upload and share the Post to his/her/their public Instagram account, including the hashtag #ZipllyFiberSweeps and @ZipllyFiber in the Photo caption to receive one (1) entry into the Sweepstakes (the "Instagram Entry").

Alternatively, participants can visit Americasfastestinternet.com (the "Sweepstakes Website") and follow all instructions to download the Ziplly Fiber suggested Instagram post, (the "Post"), log in to his/her/their public Instagram account, follow @ZipllyFiber on Instagram and upload and share the Post to his/her/their public Instagram account, including the hashtag #ZipllyFiberSweeps and @ZipllyFiber in the Photo caption to receive one (1) entry into the Sweepstakes (the "Instagram Entry").

By using the hashtags, participant indicates his/her/their agreement to these Official Rules. Entrant's Instagram settings must be public. Entries uploaded from "private" Instagram accounts will not be eligible. Entrants must follow and continue to follow @ZiPLYFiber through at least December 31, 2023 in order to be notified in the event he/she/they is/are a potential winner. By submitting an Instagram Entry, entrants agree to Instagram's Terms of Use. **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Meta Platforms, Inc. IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN SWEEPSTAKES. INSTAGRAM IS FREE TO DOWNLOAD AND AVAILABLE FOR iPhone FROM THE APPLE APPLICATION STORE AND FOR ANDROID FROM THE GOOGLE PLAY STORE.**

Method #2: X Entry: During the Sweepstakes Period, participants can create a X post demonstrating why he/she/they should be one of the first people to have ZiPLY Fiber 50 Gig Fiber Service (the "Post"), log in to his/her/their public X account, follow @ZiPLYFiber on X, and upload and share the Post to his/her/their public X account, including the hashtag #ZiPLYFiberSweeps and @ZiPLYFiber in the Post or Photo caption to receive one (1) entry into the Sweepstakes (the "X Entry"). **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Meta Platforms, Inc. IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN SWEEPSTAKES.**

Alternatively, participants can visit AmericasFastestInternet.com (the "Sweepstakes Website") and follow all instructions to post the ZiPLY Fiber suggested X post, (the "Post"), to their feed. User must be logged in to his/her public X account, follow @ZiPLYFiber on X, and upload and share the Post to his/her public X account, including the hashtag #ZiPLYFiberSweeps and @ZiPLYFiber in the Photo caption to receive one (1) entry into the Sweepstakes (the "X Entry").

Message and data rates may apply. If a Tweet is more than one post in length it will be considered as one (1) entry into the Sweepstakes with the first post considered the X Entry. By using the hashtags, participant indicates his/her/their agreement to these Official Rules. Entrant's X settings must be public. Tweets from private X accounts will not be eligible. X Entry must be posted directly from a participant's X account. The decisions of the Sponsor are final and binding on all matters relating to determine eligibility of Tweets. Entrants must follow and continue to follow @ZiPLYFiber through at least December 31, 2023 in order to be notified in the event he/she/they is/are a potential winner. By submitting a X Entry, entrants agree to X's Terms of Service. **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, X, Inc.**

Sponsor may not receive entries from X or Instagram users with "protected" accounts or profiles that are not public (i.e. user has set the account so that only people the user has approved can view updates). X and Instagram posts not received by the Sponsor will not be entered into the Sweepstakes. Multiple participants are not permitted to share the same email address, X account or Instagram account. Incomplete entries will not be accepted and are void.

Method #3: On-line Entry During the Sweepstakes Period, visit AmericasFastestInternet.com/amoE and follow all entry instructions to complete the entry form and

submit to receive one (1) entry into the Sweepstakes (the "Entry"). Entries must be received between 12:00:01 AM Pacific Time ("PT") on November 1, 2023 and 11:59:59 PM PT on November 30, 2023. Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://ziplyfiber.com/corporate/privacy-policy>.

Online Entry, Instagram Entry and X Entry collectively referred to herein as "Entry" or "Entries".

Each Instagram and X Entry must include an original Post or the Post provided to use by Ziplly Fiber on the sweepstakes landing page. Entries submitted with a Post that has already been submitted or that is substantially the same as a previously submitted Post by any other person, as determined by the Sponsor in its sole discretion, will be disqualified.

Limits of entry: There is a limit of one (1) Entry per person per entry method. All Entries must be received between November 1st at 12:00:00 AM PT and November 30th, 2023 at 11:59:59 PM PT. All methods of entry have an equal chance of winning. Any additional Entries received from any person will be void and will be disqualified.

For the avoidance of doubt, uploading a Post to X or Instagram alone will NOT result in an entry into the Sweepstakes. Once an Entry is submitted it cannot be modified by an Entrant. Sponsor is not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or delayed Entries. No altered or incomplete submissions will be accepted.

SWEEPSTAKES ENTRY REQUIREMENTS & CONDITIONS: All Entries must comply with the following minimum guidelines to be eligible:

- If the Entrant is creating his/her own post and not using a Ziplly Fiber suggested post:
 - The Entrant should be the primary subject of the Photo. No other individuals may appear in the Photo without express written permission. If Photo features a minor under the age of majority in his/her state of residence, you must obtain written permission from the minor's legal guardian.
 - Entry and Photo cannot contain content that is irrelevant to the purpose of the Sweepstakes.
 - Each submitted Photo must be original, on which no image editing software has been used.
 - No duplicate Photos or substantially similar Photos, as determined by the Sponsor in its sole discretion, may be submitted.
 - By submitting a Photo taken by a third party, Entrant warrants and represents that he/she/they has secured all rights and clearances to the Photo from the photographer.
 - Entry and Photo cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
 - Entry and Photo cannot be violent or promote firearms/weapons.
 - Entry and Photo cannot promote alcohol, illegal drugs or tobacco or use of such products.
 - Entry and Photo cannot defame, misrepresent or contain disparaging mentions, remarks about people, brands, products or companies.

- o Entry and Photo cannot contain content that defames or depicts any person, brand, product or company in a negative or inappropriate manner.
 - o Entry and Photo cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
 - o Entry and Photo cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any other organization, brand, products, company or person, living or dead, without permission.
 - o Entry and Photo cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor, X and Instagram wish to associate.
 - o Entry and Photo cannot depict illegal activity and cannot itself be in violation of any law.
 - o Entry and Photo cannot in any way reference persons without written permission from any person whose name or likeness is used.
 - o Entry and Photo may not reference or include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.
- Entrant must be a registered user of X to submit a X Entry or a registered user of Instagram to submit an Instagram Entry and must comply with each respective company's Terms of Use in order to enter the Sweepstakes.
 - Posts must conform to the format and size requirements and limitations of the X or Instagram.
 - Once a Post has been submitted it cannot be modified or deleted by Entrant.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, any materials, photographs or videos submitted with his/her Entry, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry, which includes the Photo.

By submitting an Entry, entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) entrant owns all rights to the Entry, including without limitation, copyrights, and has received prior written permission from a third party if any Photo was photographed by someone other than the entrant him/herself; and (c) entrant will indemnify, defend and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

SWEEPSTAKES ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL SWEEPSTAKES ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS: There is one (1) Grand Prize available to be won. The Grand Prize winner will receive one (1) year of Zply Fiber 50 Gig service. Winner must commence service by December 31, 2023 and the year of service will terminate one year from that date. **The ARV of each Grand Prize is: \$13,900**

The total ARV of all prizes available to be won: \$13,900

There is a limit of one (1) prize per person. Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The potential winners will be selected in a random drawing on or about **December 8th, 2023**, from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

WINNER NOTIFICATION: In the event a potential prize winner entered via Instagram or X Entry, such potential prize winner will be notified by Sponsor via direct message to his/her public Instagram and/or X account (the “Initial Notification”) on or about December 8th, 2023. To begin the prize claim process, a potential winner must respond as instructed to the Initial Notification with his/her/their full name, and email address within 48 hours of the Initial Notification. Any potential prize winner who does not reply to the Initial Notification with the required information and within the specified time period will be disqualified and an alternate winner will be notified. Within three (3) days of confirmation of the information received from a potential winner in response to Initial Notification, such potential winner will receive a second notification (the “Second Notification”) via email from the Sweepstakes Administrator and will be required to sign and return, within five (5) days of the Second Notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, the “Releases”). If the potential winner does not reply to the Initial Notification and the Second Notification with the required information and within the specified time period, he/she/they will be disqualified and an alternate potential winner may be selected in a separate, subsequent random drawing.

In the event a potential prize winner entered via Online Entry, such potential prize winner will be notified by the Sweepstakes Administrator via email (the “Email Notification”) on or about Friday, December 8, 2023. If an Email Notification is returned as undeliverable, or if the selected prize winner fails to claim the prize or if selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner will be selected.

The Grand Prize winner may also be required to submit to a background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes or Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify a potential winner on the basis of the findings resulting from such background

check or if a potential winner fails to properly authorize and/or provide the required information in connection with such background check.

If an Initial Notification, Second Notification or Email Notification is returned as undeliverable, or if the selected prize winner fails to claim the prize or if selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner will be selected from a separate, subsequent drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s). Prizes will be coordinated with the recipient to the address provided via email within 4-6 weeks of winner being verified.

PRIZE CONDITIONS: Prizes are not redeemable for cash, assignable or transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winner must reside in an address eligible to have Zply Fiber 50 Gig installed during the months of December 2023 or January 2024. To find out if you are eligible, check the availability for your address at <https://zplyfiber.com/new-fiber-locations>. If the winner resides in an eligible home at the time of the prize award, but subsequently moves out of Zply Fiber service area during the year of the prize award service, there will be no substitution and the service will be terminated. If the winner moves within the Zply Fiber service area, Sponsor will make best efforts to relocate the service to the winner's new address.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her/their Social Security Number for the sole purpose of preparation of tax forms as required by law. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded "as is" and "where is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any). Once the prize has been delivered to the winner's provided address, the prize is considered awarded.

GENERAL: Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, Meta Platforms, Inc., Instagram, X and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the Instagram account from which the entry is submitted. Authorized Account Holder means the natural person to whom the Instagram, Meta, or X account is registered. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the Instagram account associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (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, 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 traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, PANDEMICS, COMPLIANCE WITH ANY LAW OR

ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice of law or conflict of laws rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY

WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in King County, WA and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in King County, WA. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in King County, WA. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://ziplyfiber.com/corporate/privacy-policy>.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after January 31, 2024), email winners@votigo.com with the subject "Winner: **The Zply Fiber Fastest Home Internet In America Sweepstakes**".

SPONSOR: Zply Fiber, 135 Lake Street S, #155, Kirkland, WA 98033.

SWEEPSTAKES ADMINISTRATOR: **Votigo Inc**, 1630 30thStreet 593, Boulder, CO 80301

Void outside WA, OR, ID and MT.

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