The QDay Prize Competition Official Rules

The QDay Prize Competition (the "Competition") is sponsored by Project Eleven, Inc. ("Sponsor," "we," "our," or "us"). The Competition and all entries are subject to and governed by Sponsor's privacy policy available at https://www.qdayprize.org/privacy-policy.pdf ("Privacy Policy") and these Official Rules (together with the Privacy Policy, these "Rules").

BY SUBMITTING AN ENTRY (DEFINED BELOW), CLICKING "I AGREE", PARTICIPATING IN THE COMPETITION, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THESE RULES, THE PERSON ACCEPTING THESE RULES: (A) AGREES TO THESE RULES ON BEHALF OF THEMSELVES AS AN INDIVIDUAL, UNLESS THEY ARE PARTICIPATING IN THE COMPETITION ON BEHALF OF A TEAM OR AN ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY, IN WHICH CASE THEY AGREE TO THESE RULES ON BEHALF OF SUCH TEAM (AND EACH TEAM MEMBER) OR ENTITY FOR WHICH THEY ACT ("ENTRANT" OR "YOU"); AND (B) REPRESENT THAT THEY HAVE THE AUTHORITY TO BIND ENTRANT (INCLUDING ALL TEAM MEMBERS) TO THESE RULES. IF SUCH PERSON DOES NOT HAVE THE AUTHORITY TO AGREE TO THESE RULES ON BEHALF OF ENTRANT, OR IF ENTRANT DOES NOT AGREE WITH THESE RULES, THEN ENTRANT MUST NOT PARTICIPATE IN THE COMPETITION.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE COMPETITION IS NOT OPEN TO RESIDENTS OF BELARUS, CHINA, CUBA, IRAN, MYANMAR/BURMA, NORTH KOREA, RUSSIA, SUDAN, SYRIA, TURKEY, VIETNAM, CRIMEA, AND THE SO-CALLED DONETSK PEOPLE'S REPUBLIC OR LUHANSK PEOPLE'S REPUBLIC.

THE COMPETITION IS VOID WHERE PROHIBITED OR LIMITED BY LAW OR WHERE REGISTRATION, BONDING, LOCAL JUDGING OR LOCALIZATION IS REQUIRED FOR US. BY ENTERING THE COMPETITION, YOU AGREE TO CONFORM (AND, AS APPLICABLE, THAT YOU HAVE CONFORMED) TO ALL APPLICABLE LAWS AND REGULATIONS. IT IS YOUR RESPONSIBILITY TO COMPLY WITH THE CONTEST LAWS OF YOUR JURISDICTION. YOU ACKNOWLEDGE THAT CERTAIN JURISDICTIONS HAVE LAWS REGARDING CONTESTS THAT MAY PREVENT SPONSOR FROM AWARDING YOU A PRIZE. IF YOU ARE A WINNER AND THIS HAPPENS TO BE THE CASE WITH YOUR JURISDICTION, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO RECEIVE ANY PRIZE AT ALL, AND THEREFORE YOU AGREE NOT TO DISPUTE, CHALLENGE, OR MAKE ANY CLAIMS AGAINST THIS OUTCOME IN ANY MANNER WHATSOEVER. BY ENTERING THIS COMPETITION, YOU ACKNOWLEDGE THE RISKS, AND UNDERSTAND THAT YOU MAY WIN BUT NOT BE ABLE TO RECEIVE A PRIZE.

Odds of winning depend upon the number and skill of the eligible entrants.

- 1. **Binding Decisions.** By applying to and/or participating in the Competition, you agree to be bound by the decisions of the Sponsor and any judges selected by the Sponsor, which shall be final in all respects. Judges will choose the winner, and the Prize (as defined below) will be awarded in accordance with these Rules.
- 2. Sponsor. Project Eleven, Inc., 407, 54 W 21st Street, New York, NY 10010.

- 3. **Eligibility Criteria.** If you are an individual, then you must be at least 18 years of age or, if greater, the age of majority in your jurisdiction of residence at the time of entry. You may not be a legal resident of BELARUS, CHINA, CUBA, INDIA, IRAN, MYANMAR/BURMA, NORTH KOREA, RUSSIA, SUDAN, SYRIA, TURKEY, VIETNAM, CRIMEA, AND THE SO-CALLED DONETSK PEOPLE'S REPUBLIC OR LUHANSK PEOPLE'S REPUBLIC. You may not be a person prohibited from participating in the Competition or receiving funds or services under U.S. or other applicable laws, regulations, or export controls. Employees, officers, directors, agents, representatives and their immediate families (spouse, parents, children, siblings and each of their spouses regardless of where they live) or members of household of Sponsor, its respective parent companies, affiliates, subsidiaries, and advertising and publicity agencies (the "Competition Entities") and anyone connected with the production or distribution of this Competition are not eligible to enter or be awarded the Prize.
- 4. **Competition Period.** The Competition begins on April 16, 2025 at 12:01:00 AM U.S. Eastern Time ("ET") and ends on April 5, 2026 at 11:59:59 PM ET (the "Submission Period"). Sponsor's computer will be the official time-keeper.
- 5. **How to Enter.** To enter the Competition, Entrant must follow the steps below during the Submission Period:
 - 5.1. Register at https://www.qdayprize.org/register and provide all requested information, which includes certain biographical information.
 - 5.2. Run Shor's Algorithm on a quantum computer to crack the largest elliptic curve cryptography (ECC) you can.
 - 5.3. Submit your full logs, circuit details, and validation data in accordance with Sponsor's instructions, including (a) a description of the quantum computer you used for the Competition, (b) the code you ran on such quantum computer, (c) a 1-2 page document explaining your approach to breaking elliptic curve cryptography and any techniques used in connection therewith, and (d) any other relevant information Sponsor may require (this 5.3, together with 5.1 and 5.2, an "Entry").
 - 5.4. All Entries must comply with the Entry Requirements set forth in Section 6 below.
 - 5.5. The Entry is made by, and is the responsibility of, the Entrant. Sponsor will correspond with and, if applicable, award the Prize to, only the Entrant. If the Entrant is a team, then Sponsor will, if applicable, award the Prize to such team in accordance with the instructions provided by the email address associated with such team in Sponsor's records. Multiple Entrants are not permitted to share the same email or other account needed for participation. In the event of any dispute as to the identity of Entrant, Sponsor will determine identity of Entrant it its sole discretion. Any dispute among team members (including as to inclusion on any team) must be resolved by and among team members. A dispute among team members may result in disqualification.
 - 5.6. You must have all necessary rights to submit your Entry to the Competition.
 - 5.7. Only fully complete and compliant Entries are eligible to receive a Prize pursuant to these Rules, with such eligibility determined in Sponsor's sole discretion. All interpretations of these Rules and decisions made by Sponsor relating to the Competition are final and binding in all respects.
- 6. **Entry Requirements**. You represent and warrant that your Entry conforms to the following requirements ("Entry Requirements"):

- 6.1. Entries do not violate the spirit of the Competition;
- 6.2. Entries do not contain information or content that we deem (a) may be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, sexually explicit or suggestive, (b) unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, (c) profane or pornographic, (d) to contain nudity or any materially dangerous activity, or (e) inappropriate for public viewing;
- 6.3. Entries do not defame, misrepresent, or contain disparaging remarks about Sponsor or its products, or other people, products, or companies;
- 6.4. Entries do not attempt to harm the platform used to provide and manage the Competition, or otherwise create an unfair advantage over other entrants;
- 6.5. Entries are not in violation of any law, regulation, or third-party rights; and
- 6.6. Entries contain only Entrant's original work, and such work has not been previously published or sold, or won previous awards.
- 7. Use of Your Entry. Subject to the rights granted in these Rules, Entrant retains ownership of Entrant's Entries, including all intellectual rights therein and thereto. Entrant, on behalf of itself and each natural person associated therewith, hereby grants Sponsor a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, worldwide, sublicensable, transferable right and license to (a) access, collect, use, copy, store, host, disclose, transmit, transfer, publish, publicly display, modify, create derivative works of, and otherwise process the Entry, and (b) make, have made (directly or indirectly and regardless of whether in accordance with a specified design), import, offer for sale, sell, lease, license, exploit, and otherwise practice or exercise any rights in or to the Entry or any apparatus, method, process, invention, or other technology described, in whole or in part, in the Entry, in each case without restriction. The foregoing license includes the right to use, review, assess, test and otherwise analyze your Entry and all its content in connection with the Competition. Entrant will not receive any compensation or credit for Sponsor's use of Entrant's Entry, other than what is described in these Rules. Entrant acknowledges that Sponsor may have developed or commissioned materials similar or identical to Entrant's Entry, including other entrants' entries to this Competition, and Entrant waives any claims resulting from any similarities to Entrant's Entry. Entrant's Entry may be posted on a public website. Sponsor is not responsible for any unauthorized use of Entrant's Entry by third parties, including visitors to this website. Without limiting the foregoing, Sponsor is not obligated to use Entrant's Entry for any purpose, even if such Entry has been selected as the winning entry.
- **8. Judging Criteria and Winner Selection.** Entries that fail to meet the eligibility criteria under these Rules, including the Entry Requirements, are deemed incomplete and, at the discretion of Sponsor, may be disqualified.
 - 8.1. Following the conclusion of the Submission Period, Sponsor or judges designated by the Sponsor ("Judges") will select a winning entry from among all eligible entries received as part of the Competition (the entrant that submits such winning entry, the "Winner"). Such Winner will be selected according to the following objective judging criteria: (a) Entrant achieved the decryption of the longest elliptic curve keypair (where "longest" means the longest as among all entries received by Sponsor); (b) Sponsor or Judges are able to verify that (or otherwise, in Sponsor's or the Judges' sole discretion, have confidence that) Entrant used a real quantum computer to achieve the foregoing; and (c) Entrant used general, robust techniques to break the

- elliptic curve cryptography (e.g., Entrant did not use highly specific exploits or attacks that allow the breaking of a single very large key, but not other keys of the same size) (collectively, the "Winning Criteria"); provided that, if, in Sponsor's sole determination as informed by the Judges' recommendations, no entrant achieves the Winning Criteria, then Sponsor may still select a Winner that, in Sponsor's sole determination as informed by the Judges' recommendations, came the closest to achieving the Winning Criteria.
- 8.2. The Judges will select the Winner(s). In the event of an initial tie in scoring, Judges will determine the Winner in a head-to-head comparison or, in their sole discretion, Judges may apportion the Prize among multiple Entrants as Winners, with the relative portions determined by the Judges. Decisions of Sponsor and the Judges are final and binding in all respects.
- 8.3. We reserve the right to disqualify any Entry for any reason at our sole discretion. For instance, if we believe that an Entry was submitted in bad faith, we may disqualify the Entry. ANY DELIBERATE ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9. Winner Notification. Becoming a winner is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. The potential winner will be selected and notified via the email address Entrant provided at the time of registration within six (6) weeks after the end of the Submission Period. If a potential winner does not respond to the notification attempt within three (3) business days after the first notification attempt, then the potential winner may be disqualified and an alternate potential winner may be selected from among qualifying entries based on the judging criteria described in these Rules. The potential winner (and, if the potential winner is a team or entity, each natural person associated with the potential winner) may be required to sign an affidavit of eligibility (which affirms that the potential winner has complied with these Rules) as well as a publicity and liability release, each of which, if requested, must be completed, signed, and returned to Sponsor within fourteen calendar (14) days from the date of Sponsor's request, or the Prize will be forfeited and awarded to an alternate winner. Sponsor is not responsible for any change of Entrant's email address, mailing address, or telephone number.
- 10. Prize and Related Terms. One Winner may receive a prize of one (1) Bitcoin or, if no entrant achieves the Winning Criteria, Sponsor may in its sole discretion elect to award an alternative prize determined by Sponsor as informed by the Judges' recommendations (such prize, the "Prize"). Notwithstanding anything to the contrary in these Rules, Sponsor, in its sole discretion as informed by the Judges' recommendations, may choose not to provide any Prize. If Sponsor does not provide a Prize, then all provisions in these Rules applicable to the receipt or distribution of a Prize will not apply.
 - 10.1. No transfer, assignment, substitution, or cash equivalent for the Prize is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal, lesser, or greater monetary value if the Prize cannot be awarded as described for any reason.

- 10.2. Winner is responsible for (a) ensuring that Winner has an account that can accept the Prize (which may be required to be a Bitcoin account or wallet); and (b) any costs or expenses related to currency conversion or payment, including those which may be charged by the authorities or banks operating in Winner's jurisdiction. Winner acknowledges that the Prize is not compensation for services rendered to Sponsor, nor shall the Prize be treated as royalties or compensation for any other rights, including image rights.
- 10.3. We reserve the right in our sole and absolute discretion not to distribute Bitcoin as the Prize at any time without liability to Entrant. We reserve the right to pay the Prize in U.S. Dollars. THE PRICE OF BITCOIN CAN BE VOLATILE AND THE VALUE OF BITCOIN RELATIVE TO U.S. DOLLARS MAY DECREASE OR INCREASE BETWEEN THE TIME THAT WE DETERMINE TO PROVIDE YOU A PRIZE AND THE TIME WE SEND, AND YOU RECEIVE, A PRIZE. THE VALUE OF SUCH AMOUNT OF BITCOIN RELATIVE TO U.S. DOLLARS MIGHT BE SIGNIFICANTLY LESS THAN THE VALUE OF SUCH AMOUNT OF BITCOIN RELATIVE TO U.S. DOLLARS AT THE TIME WE DETERMINE TO PROVIDE A PRIZE. YOU ASSUME THE RISK OF PRICE DEPRECIATION AND APPRECIATION OF BITCOIN AND WILL HAVE NO RIGHT TO SELECT AN ALTERNATIVE METHOD OF PAYMENT IF YOU ARE DETERMINED TO BE THE WINNER. YOU ARE NOT ENTITLED TO RECEIVE ANY APPRECIATION ON THE VALUE OF BITCOIN BETWEEN THE TIME THAT YOU ARE DETERMINED TO BE THE WINNER AND THE TIME THAT A PRIZE IS PROVIDED TO YOU.
- 10.4. You may be required to directly pay network fees for Bitcoin ("Transaction Fees") associated with a transaction in Bitcoin. If your digital wallet software does not automatically generate a Transaction Fee amount for you, you may be required to calculate the amount of Transaction Fees necessary for the transaction to process on the applicable network. We have no control over the Transaction Fee and do not receive any portion of the Transaction Fee.
- 10.5. We do not own or control the underlying software protocols that govern the operation of any of the Bitcoin networks. We are not responsible for operation of any of Bitcoin network protocols. The Bitcoin network protocols are subject to sudden changes in operating rules (e.g., forks), and such changes may materially affect the value, function, or even the name of Bitcoin. In the event of a fork of Bitcoin, we may, in our sole discretion, decide whether or not to suspend or discontinue providing the Prize. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OF ANY NETWORK PROTOCOL THAT RESULTS IN A FAILED PAYMENT TO WINNER OR THAT OTHERWISE INVOLVES THE PRIZE.
- 10.6. Hackers or other malicious groups or organizations may attempt to interfere with any Bitcoin network or network transactions in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, smurfing or spoofing. Winner should exercise caution and care when receiving any payment. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY SECURITY INCIDENT IN CONNECTION WITH ANY CRYPTOCURRENCY NETWORK, INCLUDING A SECURITY INCIDENT THAT RESULTS IN A FAILED PAYMENT TO WINNER OR THAT OTHERWISE INVOLVES THE PRIZE.
- 10.7. The legal and regulatory environment surrounding digital assets continues to evolve in the United States and foreign jurisdictions. You are solely responsible for compliance with any applicable laws with respect to Bitcoin.

- 10.8. Winner acknowledges that Competition Entities have not made, nor are in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality or fitness for a particular purpose. Any and all warranties or guarantees on a prize (if any) are subject to any third party's terms therefor, and Winner agrees to look solely to such third parties for any such warranty or guarantee.
- 11. **Publicity**. Except where prohibited by law, Entrant, on behalf of itself and each person associated therewith (including all team members), grants (and agrees to confirm this grant in writing, if requested) permission to Sponsor to use or publish Entrant's and each such person's name, biographical information, photograph, voice and/or likeness in any medium (including, without limitation, in print, via television, via the internet, via email or in any other media now known or hereafter devised) for advertising and promotional purposes worldwide in perpetuity without compensation or notification to or permission of any kind, except as prohibited by law.
- 12. **General Conditions.** All federal, state, provincial, territorial, and local laws and regulations apply to the Competition and Entrant's participation therein. Sponsor reserves the right to disqualify Entrant from the Competition if, in Sponsor's sole discretion, it suspects that Entrant has attempted to undermine the legitimate operation of the Competition by cheating, deception, or other unfair playing practices or if Entrant annoys, abuses, threatens, or harasses any other entrants or Sponsor. Nothing contained herein shall constitute this Competition to be an arrangement for employment, a joint venture, or a partnership.
- 13. Taxes. PAYMENTS TO A POTENTIAL WINNER ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THE POTENTIAL WINNER SUBMITS TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, LOCAL, AND FOREIGN (INCLUDING PROVINCIAL) TAX REPORTING AND WITHHOLDING REQUIREMENTS. THIS MAY INCLUDE, BUT IS NOT LIMITED TO, IRS FORMS W-9 (FOR U.S. RESIDENTS) OR W-8BEN (FOR NON-U.S. RESIDENTS). SPONSOR WILL NOT FILE ANY TAX RETURN ON WINNER'S BEHALF, NOR PAY ANY TAXES THAT WINNER HAS THE SOLE OBLIGATION TO PAY IN WINNER'S JURISDICTION UNDER APPLICABLE LAWS AND REGULATIONS. ALL PRIZES WILL BE NET OF ANY TAXES SPONSOR IS REQUIRED BY LAW TO WITHHOLD. IN THE EVENT SPONSOR IS REQUIRED BY LAW TO WITHHOLD ANY TAXES, SPONSOR WILL PROVIDE WINNER WITH PROOF OF PAYMENT. ALL TAXES IMPOSED ON PRIZES AND RELATED TO CURRENCY CONVERSION ARE THE SOLE RESPONSIBILITY OF WINNER. If a potential winner fails to provide such documentation or comply with such laws, the Prize may be forfeited and Sponsor may, in its sole discretion, select an alternative potential winner.
- 14. Cancellation, Suspension or Amendment. If Sponsor is not capable of running the Competition as planned, we reserve the right in our sole discretion to cancel, terminate, modify, or suspend the Competition, including if the Competition is not capable of being run as planned or in the event of fraud or other Competition-related problems. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors, including without limitation computer errors that erroneously award prizes. You hereby acknowledge and agree that you shall not assert any claims, demands, or actions of any kind arising from or in connection with the cancellation, suspension or amendment of the Competition.

- 15. Privacy. Entrants agree that personal data submitted with an Entry, including without limitation name and email address may be collected, processed, stored and otherwise used by Sponsor and its affiliates for the purposes of conducting and administering the Competition. Sponsor may also use Entrant's personal information, and the personal information of natural persons associated with Entrant, to send Entrant or such persons updates and promotional materials from time to time. The information collected subject to Sponsor's Privacy Policy located at https://www.qdayprize.org/privacy-policy.pdf. By participating in the Competition, Entrant agrees to Sponsor's Privacy Policy, as it may apply to the collection and use of Entrant's personal information and Entrant acknowledges that Entrant has read and accepted Sponsor's Privacy Policy.
- 16. Disclaimer. SPONSOR MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR ENTRANT'S PARTICIPATION IN THE COMPETITION. Sponsor shall not be responsible or liable for any loss, damage, cost, or injury that arises from or relates to any entrant's participation in the Competition, or winning or use of any prize, including but not limited to: (a) late, lost, delayed, damaged, misdirected, incomplete, or unintelligible entries, including Entrant's Entries; (b) telephone, electronic hardware or software program, network, internet, or computer malfunctions, failures, viruses or difficulties of any kind; (c) failed, incomplete, garbled, or delayed computer transmissions; (d) the uploading or downloading of any material in connection with the Competition; (e) any error in the collection, processing, or retention of entry information in relation to the Entry and your participation in the Competition; (f) any typographical or other error in the printing, offering or announcement of any prize or Winner in relation to your entry and participation in the Competition; and (g) any other condition that may cause the Competition to be disrupted or corrupted. If for any reason Entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is to submit another Entry in the Competition, provided that if it is not possible to award another Entry due to discontinuance of the Competition, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered. No more than the stated number of prizes will be awarded. In event that production, technical, programming, or any other reasons cause more than the stated number of prizes as set forth in these Rules to be available or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
- 17. Release Warranty and Indemnity. You represent and warrant that all Entries are your own original work and, as such, you are the sole and exclusive owner and rights holder of the submitted Entry and that you possess all the rights necessary to submit the Entry in the Competition and grant all licenses set forth in these Rules. You further represent and warrant that your Entry does not, and will not (a) violate, misappropriate or infringe any third party's patent, copyright, trademark, trade secret right, right of privacy, publicity, moral rights or other intellectual property right or other right of any person or entity, or (b) violate any laws, rules, or regulations. To the maximum extent permitted by law, you agree to release, defend, indemnify and hold harmless Sponsor, its affiliates, and each of their respective officers, directors, employees, agents, suppliers, distributors, advertising/promotion agencies, and prize suppliers, from and against any and all third-party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs, claims and expenses (including

attorneys' fees) arising out of or accruing from: (i) any Entry or other material uploaded or otherwise provided by you to Sponsor or the Competition that violates, misappropriates or infringes any third party's copyright, trademark, trade secret right, right in trade dress, patent right, or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by you in connection with the Competition; (iii) allegations of fact that, if true, would result in any non-compliance or breach by you of these Rules, including a breach of the representations and warranties set forth herein; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to your involvement with the Competition; or (v) acceptance, possession, misuse or use of any prize or participation in any Competition-related activity or participation in the Competition.

- 18. Limitation of Liability. To the fullest extent permitted by Law, sponsor will not have any obligation or liability, whether in contract, warranty, tort (including negligence) or otherwise, for any incidental, indirect, consequential, punitive, special, or exemplary damages or loss of revenue, profit, savings, or business arising from or otherwise related to these rules or the competition, even if sponsor or its representatives have been advised of the possibility of such damages. To the fullest extent permitted by law, the aggregate liability of sponsor to you for all claims arising out of or relating to these rules and the competition, whether in contract, tort, or otherwise, is limited to \$10. These exclusions of potential damages were an essential element in setting consideration under these rules.
- 19. Forum and Recourse to Judicial Procedures. These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Delaware, United States of America, excluding all conflict of law rules, and the forum and venue for any dispute arising out of or relating to these Rules shall exclusively be in New Castle County, in the State of Delaware. To the extent permitted by law, Entrant's rights to litigate, seek injunctive relief, or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Competition are hereby excluded, and Entrant expressly waives any and all such rights.
- 20. **Winner List**. For information on Winner, mail a self-addressed, stamped envelope to: Project Eleven, Inc., 407, 54 W 21st Street, New York, NY 10010. Requests must be received no later than three months after the last day of the Submission Period.
- 21. **Miscellaneous**. These Rules are Sponsor's and Entrant's entire agreement regarding the subject matter set forth in these Rules and these Rules supersede any prior or contemporaneous agreements regarding such subject matter. These Rules are entered into solely between, and may be enforced only by, Sponsor and Entrant. These Rules will not be deemed to create any rights in third parties or to create any obligations of a party to any such third parties. In these Rules, headings are for convenience only and "including" and similar terms are to be construed without limitation. If any provision of these Rules is held to be invalid or unenforceable, it will be limited to the minimum extent necessary so that the rest of these Rules remain in full force and effect. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. Except as otherwise expressly set forth in these Rules, any amendments, modifications, or supplements to these Rules must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Sponsor.