



OFFICIAL RULES OF THE WORLD'S LARGEST KARAOKE FEST AND COMPETITION
("OFFICIAL RULES").

NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE ODDS OF WINNING. THIS CONTEST IS OPEN ONLY TO TEXAS RESIDENTS WHO ARE AT LEAST 18 YEARS OF AGE AT THE TIME OF ENTRY AND DO NOT EARN MORE THAN 50% OF THEIR GROSS INCOME EACH YEAR AS A SINGER OR PERFORMER. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. THE CASH VALUE OF EACH ENTRY SHALL BE ZERO DOLLARS (\$0.00). VOID WHERE PROHIBITED.

SPONSOR AND ADMINISTRATOR:

The World's Largest Karaoke Fest and Competition (the "Contest") is sponsored and administered by Billy Bob's Texas Operating Co., LLC, 2520 Rodeo Plaza, Fort Worth, Texas 76164 (the "Administrator"). Administrator may be sometimes referred to herein as the "Contest Entity" or "Billy Bob's." Administrator will conduct the Contest as described in these Official Rules.

GENERAL CONTEST RULES:

These Official Rules are valid for (i) initial entries, (ii) both qualifier events on Sunday, March 26, 2017, and Sunday, June 25, 2017 (each, a "Qualifying Event" or collectively the "Qualifying Events"), and (iii) the final round on Sunday, August 13, 2017 (the "Main Event").

Billy Bob's reserves the right to revise these rules at any time. Failure to comply with these Official Rules by the winner may result in the forfeiture of "winner" status, in which case such winner shall not be entitled to receive the Prize (hereinafter defined). The decision of Billy Bob's management in the interpretation of these rules is final. By participating, each Contestant agrees to be bound by the decisions of the judges and the Official Rules.

ELIGIBILITY:

The Contest is open only to Texas residents ("Eligible Jurisdiction") eighteen (18) years of age or older at the time of entry that have not previously earned, and do not currently earn, more than fifty percent (50%) of their gross income as a singer or performer (each such qualified

individual being referred to herein as a “Contestant”). The Contest may only be entered from and in the Eligible Jurisdiction, notwithstanding that the website may be reachable outside of the Eligible Jurisdiction. This Contest is only open to individual performers; no groups or accompaniments are allowed.

Notwithstanding the foregoing, officers, directors, members, employees, contractors, and agents of Billy Bob’s and any entity involved in the sponsorship, development, production, implementation, judging, and distribution of the Contest as well as their parents, affiliates, divisions, subsidiaries, and successor companies, and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in the Contest and do not qualify as Contestants. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws” or by current or past marriage, remarriage, adoption, co-habitation, or other familial extension.

ENTRY PERIOD:

For an entry to be valid, Billy Bob’s must receive the entry in compliance with these Official Rules between 10:00 am CST on Monday, February 6, 2017 and 10:00 pm CST on Sunday March 19, 2017.

METHOD OF ENTRY:

An eligible person may only enter the Contest by submission of a video performance online at Billy Bob’s website: www.billybobstexas.com. Entry into the Contest does not guarantee selection for a Qualifying Event. Each entry must contain, at a minimum, the Contestant’s name, address, daytime telephone number, e-mail, and age.

If selected to advance, a Contestant must participate in at least one of the Qualifying Events held on March 26, 2017 and June 25, 2017. If selected to advance beyond a Qualifying Event, a Contestant must be able to participate in the Main Event on Sunday, August 13, 2017.

Billy Bob’s shall have the sole discretion to determine who advances to the next stage of the Contest as well as the date and time each selected Contestant will perform. Performers’ time will be appropriately regulated so that all participants have an equal chance to compete.

CONTEST PRIZE

The Contest winner will receive a non-transferrable grand prize of \$10,000 cash (the “Prize”). The winner shall be solely responsible for all local, state, and federal taxes associated with the Prize. Winner agrees that Billy Bob’s may withhold from the Prize and remit to the IRS any amounts deemed necessary or advisable for federal income tax purposes. The winner will be required to provide proper identification and his or her Social Security Number to claim the Prize.

PERFORMANCE RULES

All available songs and background music will be provided by Billy Bob's, either directly or by a third party. Each Contestant will have the opportunity to communicate his or her song choices online when entering the Contest. Billy Bob's does not guarantee that a Contestant's song choices will be available and, if such choices are unavailable, the Contestant may choose a new song from those available to Billy Bob's.

When a Contestant is called to the stage to perform, he or she must be present and available to sing immediately. The host will announce the Contestant's name only two times. If the Contestant has not reported to the stage after two announcements, he or she will be disqualified.

Any Contestant interrupted or prevented from completing a performance due to equipment malfunction not caused by the Contestant has the option to repeat and complete his or her performance. Examples of equipment malfunction include, but are not be limited to, feedback, loss of sound from microphone, or skipping of the song. By contrast, equipment malfunctions caused by the Contestant shall not result in the option to repeat and complete the performance. Examples of malfunctions caused by a Contestant include, but are not limited to, a malfunction caused by Contestant bumping into equipment, accidentally turning off the microphone during performance, or a contestant falling or being otherwise incapable of completing the performance. The cause of an equipment malfunction shall be determined by Billy Bob's in its sole and absolute discretion, which decision shall be binding on all Contestants.

Contestants who are unable to reasonably perform due to intoxication will not be permitted to begin or complete performance and will be disqualified. Contestants must abide by all state and federal laws while participating in the Contest. Billy Bob's shall have the sole discretion to disqualify any Contestant who, in his or her video submission or in a Qualifying Event or the Main Event, behaves in a discriminatory, disorderly or otherwise disrespectful manner; insults or starts a confrontation with any audience member, other Contestant, any member of Billy Bob's staff, a host, or judge; or who otherwise violates these Official Rules.

JUDGES AND JUDGING CRITERIA:

Three judges will score and rank the Contestants in each Qualifying Event and the Main Event. The judges will consist of (i) a Billy Bob's executive, (ii) a regional musician, and (iii) a music producer or media member.

Each Contestant will be judged as follows:

1. Each judge will score a Contestant's performance based on the following criteria:

	<u>Criteria</u>	<u>Weight</u>	<u>Score Range</u>
A.	Singing Ability	(60%)	1-10
B.	Stage Presence	(30%)	1-10
C.	Audience Reaction (applause)	(10%)	1-10

2. Judges' scores range from 1 to 10 on each of the three criteria. One (1) serves as the lowest score, and ten (10) serves as the highest score.

3. Each score will be multiplied by the applicable weight and all weighted scores will be added together. The judges' overall scores will then be combined and totaled for each Contestant. A perfect score is thirty (30). The lowest score a Contestant may receive is three (3).

4. All scoring decisions by the judges shall be final and binding on all Contestants.

SELECTION OF THE WINNER/TIE BREAKER:

The top forty (40) Contestants will be selected to advance to the Qualifying Events based on overall scores. In each Qualifying Event, the top ten (10) Contestants will advance to the Main Event based on overall scores. The Contest winner will be the Contestant with the highest score in the Main Event.

In the event of a tie for first place, those tied Contestants shall perform another song of their choice (subject to availability) and the judges shall score the tie-breaker round in the same manner as the Main Event. This process shall be repeated until a winner is determined. The winner will be announced at the conclusion of the Main Event and after scoring has been completed. The winning Contestant must be present to claim the Prize.

PUBLICITY AND PRIVACY:

Except where prohibited by law or regulation, by submitting an entry, each Contestant grants Billy Bob's a perpetual, worldwide, royalty-free license to use his or her name, character, photograph, voice, and likeness in connection with the promotion of this Contest and other contest(s), and Contestants waive any and all claims and rights to receive any royalties or other compensation for Billy Bob's use thereof. Entry into this Contest may require Contestant to enter his or her email address and certain other personal information. Contestants are informed that the personal data collection in connection with this Contest will be collected by Billy Bob's servers and computer systems, which are based in the United States, and such collection will therefore be subject to applicable United States laws. A Contestant may withdraw his or her personal data upon request; however, such Contestant will be disqualified as a Contestant in this Contest immediately upon such request. Additionally, any Contestant that advances to a Qualifying Event shall be required to execute a "Grant of Rights, Release, and Confidentiality Agreement" in the form set forth on Exhibit A attached hereto and incorporated herein by reference, and failure to execute same prior to the Contestant's participation in a Qualifying Event shall result in disqualification as a Contestant in the Contest.

Contestants agree that Billy Bob's may publish the Contestants' video submissions on Billy Bob's website and on its social media pages. Additionally, Contestants agree that Billy Bob's may disclose to third parties all personal information (other than protected information such as Social Security Numbers) obtained from Contestants and use such information for marketing and other purposes. The winner may be required to complete, sign, notarize, and return an affidavit of eligibility/liability waiver and a publicity release, which must be returned, properly executed,

within three (3) days of issuance of Prize notification. If these documents are not returned properly executed, or are returned to Billy Bob's as undeliverable, or if the Prize winner does not otherwise comply with the Official Rules, the Prize will be forfeited and awarded to the second-place finisher, subject to such second-place finisher satisfying these Official Rules.

All participants grant Billy Bob's all rights to the use of the sound recordings, photographs, video recordings, and illustrations taken during or in connection with the Contest, in any and all applications including, but not limited to advertising, commercials, promotion, stories, text, articles, illustrations, copy and commercial use, in any and all media forms at any time without the Contestant's further knowledge or consent.

GENERAL CONDITIONS/RELEASE:

THE CONTEST IS VOID WHERE PROHIBITED BY LAW. THE SUBMISSION OF AN ENTRY IS SOLELY THE RESPONSIBILITY OF THE CONTESTANT. BY PARTICIPATING, CONTESTANTS (A) RELEASE CONTEST ENTITY, AND EACH OF ITS RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES, FROM ANY AND ALL LIABILITY FOR ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND CAUSED BY PARTICIPATION IN THE CONTEST, INCLUDING, WITHOUT LIMITATION, THE UNAUTHORIZED OR ILLEGAL ACCESS TO PERSONALLY IDENTIFIABLE OR SENSITIVE INFORMATION OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF THE PRIZE THAT MAY BE AWARDED; AND (B) ACKNOWLEDGE THAT SAID PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO A PRIZE INCLUDING, WITHOUT LIMITATION, THE PRIZE QUALITY OR AVAILABILITY. NEITHER THE CONTEST ENTITY NOR ANY SERVICE PROVIDERS ARE RESPONSIBLE FOR ANY INCORRECT OR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, OR FOR ANY HUMAN OR OTHER ERROR, TECHNICAL MALFUNCTIONS, LOST/DELAYED DATA, OR VOICE TRANSMISSION, OMISSION, INTERRUPTION, DELETION, DEFECT, LINE FAILURES OF ANY TELEPHONE NETWORK, COMPUTER EQUIPMENT, SOFTWARE, INABILITY TO ACCESS ANY ONLINE SERVICE OR WEBSITE OR TO COMPLETE A TELEPHONE CALL OR FACSIMILE TRANSACTION, OR ANY OTHER ERROR OR MALFUNCTION, OR LATE, LOST, OR MISDIRECTED MAIL, OR ANY INJURY OR DAMAGE TO CONTESTANTS OR ANY OTHER PERSON'S COMPUTER OR TELEVISION RELATED TO OR RESULTING FROM PARTICIPATION IN THIS CONTEST.

CAUTION: ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND JURISDICTION:

This Contest shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this Contest or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Fort Worth and County of Tarrant, and each Contestant irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens.

COPY OF OFFICIAL RULES/PAST WINNERS:

For a copy of the Official Rules, mail a self-addressed stamped envelope by first class mail to Billy Bob's, 2520 Rodeo Plaza, Fort Worth, Texas 76164, USA. Contestants are hereby authorized to copy these official rules on the condition that it will be for their personal use and not for any commercial purpose whatsoever. A list of winners from prior contests may be obtained by mailing in a written request to Billy Bob's c/o Marketing Department, 2520 Rodeo Plaza, Fort Worth, Texas 76164, USA.

MISCELLANEOUS:

The names of individuals, groups, companies, products, and services mentioned herein, and any corresponding likenesses, logos, and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group, or Contest Entity, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group, or Contest Entity or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.

Contest Entity's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

CONTEST CANCELLATION, SUSPENSION, OR MODIFICATION:

Billy Bob's reserves the right to reschedule, cancel, terminate, modify or suspend the Contest if the Contest is not capable of being completed for any reason, including, but not limited to, weather, a computer virus, fraud, technical failure of any kind, power outage, an act of God, or any other condition deemed by Billy Bob's to make the Contest unsafe. The decision of Billy Bob's to reschedule, cancel, terminate, modify, or suspend the Contest shall be final and binding in all respects.

SOCIAL MEDIA

While a Contestant may not enter the Contest by or through the use of social media, Billy Bob's intends to showcase Contestant video submissions and promote the Contest on various social media outlets.

Each Contestant understands and agrees that Billy Bob's use, promotion, and advertising of the Contest on various social media outlets, including but not limited to Facebook, Twitter, Instagram, and YouTube, shall in no way suggest that the Contest is endorsed, sponsored, or associated by or with such social media outlet. Contestant hereby agrees to release and hold harmless each of Facebook, Twitter, Instagram, and YouTube, both jointly and severally, from any all liability, claims, and damages that may arise out of or in connection with the Contest.

EXHIBIT A

GRANT OF RIGHTS, RELEASE, AND CONFIDENTIALITY AGREEMENT

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**Grant of Rights, Release,
and
Confidentiality Agreement (“Agreement”) for the
World’s Largest Karaoke Fest and Competition**

I hereby irrevocably consent to the recording, use and reuse of my image, voice (singing and speaking), actions, likeness (simulated or actual), name, any indicia of my identity, photograph, personality, appearance and biographical materials supplied by me or obtained from any source (collectively, my “Likeness”) by (i) Billy Bob’s Texas Operating Co., LLC (“BBT”), (ii) the Contest sponsors, advertisers, and any television or radio network, station or third party broadcasting, exhibiting, licensing or otherwise distributing the Contest (as defined below), (iii) and each of the respective designees, licensees, successors, assigns, parents, subsidiaries, affiliates, divisions, business units or affiliated and related entities, and each of their respective employees, agents, contractors, representatives, officers, shareholders, members and directors described in (i) and (ii) (collectively, the “BBT and Distribution Entities”), in any and all media now known or hereafter devised, throughout the universe, in perpetuity, in or on the connection with the Contest currently entitled “**World’s Largest Karaoke Fest and Competition**” (the “Contest”), including, without limitation, in and in connection with the production, broadcast, distribution, exhibition, advertising, merchandising, marketing and promotion of the Contest and any other exploitation in connection with the Contest or otherwise, including, without limitation, in the exercise of all subsidiary, allied and ancillary rights for any purpose, and/or in advertising and promotion for any of BBT and Distribution Entities or otherwise.

In addition to the use of my Likeness, I hereby irrevocably grant BBT and Distribution Entities all rights of every kind and character whatsoever in perpetuity, throughout the universe, in any and all media whether now known or hereafter devised, in and to (i) any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced or provided hereunder depicting me, my statements, actions or my Likeness and any of my performances (the “Recordings”), (ii) material or images supplied by me (whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me) and information given by me and/or captured in the Recordings (“Statements”), and (iii) all of the results and proceeds thereof (collectively, Likeness, [i], [ii] and [iii] shall be referred to as the “Material”).

I acknowledge that the Material (including without limitation the Recordings and Statements) are specially ordered by BBT for use as part of a motion picture or other audiovisual work and shall be considered a work made for hire for BBT, and therefore, BBT shall own all right, title and interest in and to any and all of the Material (including without limitation the Recordings and Statements), including all rights of production, manufacture and exhibition thereto including, without limitation, all rights of copyright (and all renewals, extensions, and restorations thereof), trademark and all other intellectual property rights now known or hereafter created, and all allied, ancillary, subsidiary and derivative rights, and the right to use all Material (including without limitation the Recordings and Statements) as part of the Contest or other contests, audiovisual works and print works, in any or all manners, versions, formats, and media, whether known or hereafter devised.

I further irrevocably grant to BBT and Distribution Entities, the right to use the Material (including without limitation the Recordings and Statements) in and in connection with the Contest, including without limitation, any promotion, publicity, marketing, advertising or merchandising in connection with the Contest or for BBT and Distribution Entities or otherwise in any manner whatsoever. I hereby grant BBT and Distribution Entities the irrevocable right to reproduce, edit, dub, subtract from, add to, modify or juxtapose any part of the Material (including without limitation the Recordings and Statements), in any manner and to combine them with any other material. I grant the rights hereunder whether or not I am selected to participate in each round of the Contest in any manner whatsoever.

I hereby represent and warrant that (i) I have the full right, power and authority to enter into this Agreement and grant the rights herein granted and the consent of no other person or entity (including without limitation any labor organization) is required to enable BBT to use the Material (including without limitation the Recordings and Statements and Likeness as described herein); (ii) the use of the Material (including without limitation the Recordings and Statements) and my Likeness hereunder by BBT and/or any of the Distribution Entities will not violate the rights of any third party; (iii) BBT and the Distribution Entities shall each have the right to use my Likeness and the Material (including without limitation the Recordings and Statements) free and clear of any claims for royalties, residuals or other compensation, either by virtue of this Agreement or any guild or union agreement, which I acknowledge does not govern my relationship with BBT or any of the Distribution Entities. Further, I represent and warrant that I have answered all application questions completely, honestly and accurately, and I acknowledge that if any of the information contained herein or otherwise in the application process is found to be false, that BBT has sole discretion to disqualify me from the Contest.

Neither I nor any of my successors, assigns, heirs, guardians and/or legal representatives will institute or support any claims, liabilities, demands, costs, expenses or actions of any kind (including without limitation attorneys' fees) (collectively, "Claims") against BBT and Distribution Entities, and/or any entity owned, controlled or affiliated with BBT, arising directly or indirectly from or by reason of the video submission process, my interview(s), my open call(s), my appointment(s), live performances, any travel in connection with the Contest, this Agreement, or any of their respective use of my Likeness, Statements, the Recordings, and/or the Material in or in connection with the Contest or the production, distribution, marketing, promotion, merchandising or any other exploitation of the Contest, or otherwise, or the exercise by BBT and Distribution Entities of any of their rights (including, without limitation, any Claims that such use of the Recordings, the Material, the Statements or Likeness invades any right to privacy and/or publicity and/or any Claims based on personal injury, copyright or trademark infringement, defamation, emotional distress, slander, libel and/or false or negative light). Neither BBT, nor anyone else associated with the Contest has made any promises to me with regard to the Contest, including without limitation that I will be considered as a potential participant in connection with the Contest. In particular, no one has promised that I will be given an opportunity to participate in the Contest or that I will be chosen to advance to any given round of the Contest.

I understand that, in connection with my participation in the video submission process and potential participation in connection with the Contest, information may be disclosed to or obtained by me, pursuant to my communications with BBT or otherwise, including, without limitation, information regarding the Contest's selection process, identities of potential or actual participants or other talent participating in the Contest, BBT's personnel, the content of the Contest, BBT's business methods and practices, and other confidential and/or proprietary information of BBT and Distribution Entities (collectively, the "Confidential Information"). I agree that I will not, directly or indirectly, verbally or otherwise, at any time (whether or not I ultimately participate in the Contest) disclose, reveal, publish, disseminate or cause to be disclosed, revealed, published or disseminated ("Disclosure"), any Confidential Information to any individual or entity.

I understand that Disclosure of the Confidential Information constitutes a material breach of this Agreement and will cause BBT and the Distribution Entities substantial and irreparable injury. Accordingly, I agree that in the event of any Disclosure by me, I will be liable to BBT and Distribution Entities, and must pay to BBT and the Distribution Entities collectively, as liquidated damages, and not as a penalty, the sum of Five Thousand United States Dollars (US \$5,000.00) per breach, which amount represents the result of a reasonable endeavor by BBT and the Distribution Entities and me to ascertain the fair average compensation for any harm that BBT and the Distribution Entities will sustain as the result of such Disclosure. I agree that (i) this liquidated damages amount represents reasonable compensation for the harm which will be incurred by BBT and the Distribution Entities as a result of such Disclosure, (ii) that this liquidated damages provision is necessary because BBT and Distribution Entities will in fact suffer significant damages as a result of violation of this Agreement, and (iii) that proof of the amount of those damages is impracticable to calculate or ascertain with certainty or specificity.

In addition, and irrespective of the adequacy, availability, or award of monetary damages, I agree that in the event of such Disclosure in violation of this Agreement, BBT and the Distribution Entities are each entitled to seek, and obtain among other things, (i) injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Agreement by me, (ii) recovery or disgorgement of the monies or other consideration received in connection with such disclosure, if any, and (iii) recovery of BBT's and/or the Distribution Entities' attorneys' fees incurred to enforce my obligations under this paragraph.

I acknowledge that there is a possibility that after my execution of this Agreement, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me at that time, may have materially affected my decision to execute this Agreement. I acknowledge and agree that by reason of this Agreement, and the release of liability contained herein, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

This Agreement shall constitute a full release of liability in accordance with its terms. I knowingly and voluntarily waive the provisions of any applicable statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this Agreement and that without such waiver, BBT would not have accepted this Agreement or my entry into the Contest or advancement into a qualifying event or the main event.

This Agreement is deemed entered into in Tarrant County, Texas, and is governed by and interpreted in accordance with the laws of the State of Texas applicable to agreements executed and fully carried out within Texas. I acknowledge that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this Agreement and I acknowledge that I have not executed this Agreement in reliance on any such promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this Agreement and I acknowledge that I have not executed this Agreement in reliance on any such promise, representation or warranty not contained herein. Any waiver by BBT or Distribution Entities of any term of this Agreement in a particular instance will not operate as a waiver of such term for the future.

I have been given ample opportunity to read, and I have carefully read, this entire Agreement. I represent and warrant that I have the full right, power, and authority to grant the rights herein. I understand that BBT is making substantial expenditures in reliance upon my consent and that I may not revoke the rights I have granted herein. I hereby certify that I intend to be legally bound hereby. I acknowledge that I have been offered a copy of this Agreement. I represent and warrant that I have had the opportunity to consult with my own legal counsel prior to signing this Agreement, and I have either so consulted with my own counsel or, in the alternative, I have voluntarily and of my own accord declined such opportunity. By signing below, I am voluntarily and knowingly agreeing to the terms and conditions of this Agreement.

I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT.

I have signed this GRANT OF RIGHTS, RELEASE, and CONFIDENTIALITY AGREEMENT

On _____, 2017.

Date

Print Name

Signature

Date of Birth