

Competition Terms and Conditions

These Competition Terms and Conditions (these “Terms”) govern participation in the Mechanical Design and Innovation Competition (the “Competition”) initiated in January/February 2026 and administered by TerraMagica Brands Uganda Limited (“TMB”). By submitting an Entry to the Competition, each contestant (individually, the “Contestant”, and collectively, “Contestants”) agrees to be bound by these Terms.

1. **DEFINITIONS AND INTERPRETATION.** The following terms will have the meanings set forth below:

“Entry” refers to a submission of materials, whether complete or incomplete, to compete in the Competition.

“Contestant” refers to any individual submitting an Entry in the Competition.

“Submission Materials” refers collectively to all documents, files, designs, analyses, Computer-Aided Design (CAD) models, drawings, bills of materials (BOM), and descriptions submitted by a Contestant, either as part of the initial Entry to the Competition or as part of subsequent revision or pitch rounds.

“Winning Entry” refers to any of the three top Entries selected by TMB as the first-, second-, and third-place winners of the Competition, subject to verification and fulfillment of all conditions for prize acceptance.

“Non-Winning Entry” refers to any Entry other than the top three Entries chosen by TMB for prizes.

“Confidential Information” refers to (a) valuable and proprietary information contained in the Submission Materials and (b) certain trade secrets (including but not limited to design concepts, design specifications, design processes, technical drawings, manufacturing parameters, materials specifications, technical data, specific program information, engineering practices and methods, recipes, production methods, techniques, and technology and methodology regarding the subject matter of the Competition) that TMB may share as part of the feedback that TMB provides on Entries during the Competition.

“Force Majeure Event” refers to any event, condition, or circumstance beyond the reasonable control of the affected party, including but not limited to acts of God (such as fire, flood, earthquake, or other natural disasters); war, invasion, acts of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power, or civil unrest; labor disputes, strikes, lockouts, or boycotts; national emergency or governmental action (including but not limited to unexpected regulatory changes, travel restrictions, or closures); widespread epidemic or pandemic; and prolonged and pervasive interruption or failure of utility services (e.g., power or communication).

2. **ELIGIBILITY, REGISTRATION, AND COMPETITION STRUCTURE**

- 2.1 **Eligibility and Acceptance.** The Competition is open to individuals aged 18 years or older who are either citizens or work-eligible legal residents of the Republic of Uganda. Entry into the Competition is contingent upon the Contestant’s acceptance

of, and adherence to, these Terms. Submission of an Entry constitutes binding agreement to all terms herein. By submitting an Entry, the Contestant represents and warrants to TMB that the Contestant has the full power and authority to enter into these Terms and to grant the rights herein, and that the Contestant has no existing obligations to others that are inconsistent with any of the provisions of these Terms or that would otherwise threaten, compromise, or frustrate the Contestant's ability to participate in the Competition.

- 2.2 **Entries from Individuals Only.** The Competition is only open to Entries from individuals. Teams of more than one individual are not allowed to submit an Entry to the Competition, and Contestants are not allowed to work with any other party in the creation and development of their Submission Materials.
 - 2.3 **Ineligible Participants.** The following groups are ineligible to participate in the Competition: (a) any shareholders, directors, officers, employees, or contractors of TMB; (b) any person having a financial position, investment, or interest in, or providing professional services to (either as an independent contractor or an employee), a TMB competitor.
 - 2.4 **One Entry Per Contestant.** Each Contestant is allowed to submit only one Entry.
 - 2.5 **Competition Phases.** The Competition will consist of four phases: (a) Phase 1: Submission, (b) Phase 2: Shortlisting and First Pitch (top 5-10 entries), (c) Phase 3: Final Pitch (top three entries), and (d) Phase 4: Final Modifications to the Top Entry. TMB will communicate the specific timeframes for each phase through its public announcement of the Competition and/or through updates as the Competition progresses. Depending on the level of competition within the field of Contestants, TMB reserves the right to alter the Competition structure at any time, including but not limited to adding phases or pitch procedures to the Competition or omitting certain phases of the Competition.
3. **SUBMISSION REQUIREMENTS.** To qualify for consideration in the Competition, the Contestant must electronically submit the following minimum materials: (a) a completed Official Entry Form, along with a copy, in the case of citizens, of the Contestant's National Identification Card (front and back) or, in the case of legal residents, of the Contestant's passport biodata page and work permit or work-eligible residency permit or visa; (b) a technical abstract (up to 3,000 characters) describing the proposed design; (c) complete Computer-Aided Design (CAD) models and engineering drawings for the design, created in a digital application of the Contestant's choice; and (d) a comprehensive bill of materials (BOM). Submissions that also include (e) design specifications and (f) analysis reports (e.g., feasibility simulations) will likely be judged more favorably. All submitted files must be in PDF format, except for any video files.
 4. **JUDGING AND SELECTION**
 - 4.1 **Judging Criteria.** Entries will be judged based on a combination of factors, including but not limited to the following:
 - (a) *Innovation:* Does the design adopt a novel and creative approach?

- (b) *Feasibility and Manufacturability*: How easily can the design be manufactured in Uganda, and how cost-effective is the design?
- (c) *Reliability and Maintenance*: What level of maintenance does the design require? Does the design maximize the lifespan of the machine?
- (d) *Aesthetics, Functionality, and User-Friendliness*: Can the machine be easily integrated into a standard production line? How much labor is required to operate the machine? Is the machine easy for operators to manage?
- (e) *Food-Grade Standards*: Does the design adhere to the highest standards of food safety and hygienic design?
- (f) *Quality and Flavor*: How will the design yield a food product with the best flavor possible?
- (g) *Methodology*: Is the design grounded in rigorous engineering methodology? Is the design informed by appropriate theoretical modeling?

4.2 **Judging Process.** Judging will be performed by a panel of assessors acting on behalf of TMB and qualified to interpret the presentations and judge if Entries meet TMB's requirements. TMB reserves the right to rank Entries and to select the Winning Entries at its sole discretion, based on the application of the judging criteria.

4.3 **Pitch Requirements.** Shortlisted Contestants selected for the pitch phases will give a presentation on their Entries in a format and based on guidelines that TMB will provide in advance of each pitch phase.

4.4 **Final Modification Phase.** After Phase 3 (Final Pitch) of the Competition, TMB will establish an initial, tentative ranking of the Winning Entries. TMB will notify the top three Contestants of these rankings within ten (10) days of the final pitch date. Following, the Contestant in first place will work with TMB to make any necessary modifications to the Submission Materials that TMB may request or deem necessary for its business needs. This modification period may last for up to twenty-one (21) days. During this period, TMB may, at its sole discretion, change the rank ordering of the Winning Entries and select another Contestant for the first-place Entry if the originally chosen first-place Contestant does not exhibit sufficient cooperation, professionalism, quality, or timeliness in making the design modifications.

5. PRIZES

5.1 **Prize Categories.** TMB will award the following prizes for the top three Entries and the shortlisted contestants from the first pitch round in the Competition:

- (1) *First Place*: (a) a monetary award of US\$1,250,000 (One Million Two Hundred Fifty Thousand Ugandan Shillings), (b) potential future opportunities to perform engineering design work for TMB, (c) an invitation to participate in TMB's *Young Business Leaders Program* (subject to the terms and conditions of the program), a three-month interdisciplinary training program that equips trainees with core business skills and supports the

development of their personal career interests, (d) a certificate of recognition, and (e) an endorsement on the LinkedIn social media platform.

- (2) *Second Place:* (a) a monetary award of US\$750,000 (Seven Hundred Fifty Thousand Ugandan Shillings), (b) potential future opportunities to perform engineering design work for TMB, (c) a certificate of recognition, and (d) an endorsement on the LinkedIn social media platform.
- (3) *Third Place:* (a) a monetary award of US\$500,000 (Five Hundred Thousand Ugandan Shillings), (b) potential future opportunities to perform engineering design work for TMB, (c) a certificate of recognition, and (d) an endorsement on the LinkedIn social media platform.
- (4) *All shortlisted contestants from the first pitch round:* certificate of participation.

- 5.2 **Right Not to Award Prizes.** TMB reserves the right to award less than three top prizes, including no prizes, if the Competition does not receive a sufficient number of Entries that, in TMB's sole discretion, objectively satisfy TMB's minimum evaluation criteria.

6. PRIZE ADMINISTRATION

- 6.1 **Prize Notification and Payment Terms.** TMB will notify the three winning Contestants within seven (7) days of the completion of Phase 4 (Final Modifications to the Top Entry) of the Competition. TMB will make all prize payments via electronic funds transfer to a bank account held by the Contestant. Prize payment will be contingent upon the Contestant providing a copy of the Contestant's Tax Identification Number Certificate of Registration; a copy, in the case of citizens, of the Contestant's National Identification Card (front and back) or, in the case of legal residents, the Contestant's passport biodata page and work permit or work-eligible residency permit or visa; and bank account information. Payment of the monetary prize will be issued within fourteen (14) days after TMB confirms fulfillment of the foregoing requirements. Prizes are non-transferable.
- 6.2 **Tax Obligations and Withholding.** The Contestant acknowledges and agrees that the receipt of any prize may constitute taxable income under the laws of the Republic of Uganda and under any other jurisdiction where the Contestant may be subject to taxation. The Contestant will be solely responsible for the payment of all domestic and international taxes, duties, and fees associated with the acceptance and use of the prize. The Contestant understands that TMB will withhold all legally mandated statutory deductions from the prize payment, based on the rates applicable under the laws of the Republic of Uganda at the time of payment. TMB will not be responsible for any taxes, penalties, or expenses incurred by the Contestant due to failure to comply with tax laws.

7. PROTECTION OF CONFIDENTIAL INFORMATION

- 7.1 **General Confidentiality Obligations.** TMB and the Contestant each acknowledge that, during the Competition, they will share, be exposed to, and have mutual interest in Confidential Information, as defined in Section 1. The parties

acknowledge that the Competition is intended to operate confidentially with respect to the exchange of information between the Contestant and TMB. Accordingly, each of TMB and the Contestant will hold and maintain Confidential Information in strictest confidence, will only use Confidential Information for the sole and exclusive purpose of the Competition, and will take all necessary and reasonable steps to prevent unauthorized disclosure or use of Confidential Information. Neither TMB nor the Contestant will: (a) disclose Confidential Information to any third party, including but not limited to other Contestants in the Competition; or (b) use, publish, or otherwise disclose to others Confidential Information for any purpose outside of the Competition.

- 7.2 **Protection of Winning Entries.** For any Entry chosen as a Winning Entry, the Contestant's confidentiality obligations will be perpetual, surviving indefinitely, and will expire only if the Submission Materials of the Winning Entry become publicly known through no fault of the Contestant.
- 7.3 **Protection of Non-Winning Entries.** The Contestant will retain full ownership over the Submission Materials of a Non-Winning Entry, and TMB will gain no license to use such Submission Materials. Accordingly, after the conclusion of the Competition, the Contestant's confidentiality obligations with respect to the Submission Materials of a Non-Winning Entry will expire. However, TMB will in perpetuity hold and maintain the Submission Materials of Non-Winning Entries in strictest confidence with respect to their underlying trade secrets. TMB's confidentiality obligation will only expire if the Submission Materials of a Non-Winning Entry become publicly known through no fault of TMB. TMB will be permitted to retain an archival copy of the Submission Materials of each Non-Winning Entry under strict, perpetual confidentiality solely for liability and documentation purposes.
- 7.4 **Protection of TMB Trade Secrets.** With respect to any Confidential Information of TMB that constitutes a "trade secret" under applicable law, the Contestant's obligations of confidentiality and non-use under these Terms will continue for as long as such information continues to qualify as a trade secret under such law.

8. **INTELLECTUAL PROPERTY OWNERSHIP AND ASSIGNMENT**

- 8.1 **Warranty of Originality and Non-Infringement.** The Contestant represents and warrants that: (a) other than feedback or materials provided to the Contestant by TMB during the Competition, the Submission Materials are the Contestant's wholly original work and are free from any third-party claims, liens, or encumbrances; (b) the Contestant has worked with no other party in developing the Submission Materials; (c) the Contestant has not copied in part or in whole from the work of any third party or otherwise infringed upon the intellectual property rights of any third party in the creation of the Submission Materials; (d) the Contestant has sufficient title and ownership of all proprietary rights necessary for the manufacture, use, and sale of the equipment design contained within the Submission Materials; (e) in the event that the Contestant has used any third-party intellectual property in the creation of the Submission Materials, the Contestant has obtained proper licenses for the use of such third-party intellectual property and has ensured that the

terms of any such licenses will not constrain TMB's use of the equipment design contained within the Submission Materials.

- 8.2 **Retention of Intellectual Property by Non-Winning Entries.** All intellectual property rights arising from Non-Winning Entries will be retained by and remain the sole and exclusive property of the Contestant and will not be assigned or transferred to TMB.
- 8.3 **Assignment of Intellectual Property Rights of the Winning Entries.** In consideration of prize awards for the Winning Entries, the Contestant, by entering into the Competition, agrees that all intellectual property rights arising anywhere in the world from the Submission Materials of a Winning Entry, including, without limitation, rights to inventions (whether or not patentable), discoveries, original works of authorship, patents, copyrights, trade secrets, proprietary information, know-how, trademarks, trade dress, trade names, service marks, logos, corporate names, domain names, technical drawings, products, recipes, equipment, improvements, data, written materials, graphics, marketing materials, other confidential information, and any other materials produced for the Competition, will be the sole and exclusive property of TMB in perpetuity. The Contestant, if selected by TMB for a Winning Entry, hereby assigns to TMB, without further consideration, perpetually and on a worldwide basis, any right, title, or interest the Contestant may have or acquire in any such intellectual property. This assignment is automatically triggered upon TMB's selection of the Contestant for a Winning Entry. TMB will possess such intellectual property rights, titles, or interests without exception, save for a prior written waiver or permission for periodic use granted by TMB via any of its bona fide and duly authorized representatives. Furthermore, to the extent that any intellectual property is copyrightable, such intellectual property will be considered a "work(s) made for hire" under applicable law and will be owned by TMB as if TMB were the author.
- 8.4 **Patent and Copyright Registrations.** At TMB's expense, the Contestant, if selected by TMB for a Winning Entry, will help TMB or its designee to secure TMB's rights in any intellectual property in all countries, including by disclosing to TMB all pertinent information and data about all such intellectual property, and by signing or causing to be signed all applications, specifications, oaths, assignments, and all other instruments that TMB may deem necessary to apply for and obtain such rights and to assign and convey to TMB, its successors, assigns, and nominees the exclusive interest in all such intellectual property. When it is in the Contestant's power to do so, the Contestant's obligation to sign or to cause to be signed any such instrument or papers will be perpetual, surviving indefinitely beyond the Competition. If because of the Contestant's or the Contestant's representatives' legal, financial, operational, administrative, mental, or physical incapacity or for any other reason TMB is unable to secure a signature to apply for or pursue any application for any patents or copyright registrations covering inventions or original works of authorship as above, the Contestant hereby irrevocably designates and appoints TMB and its duly authorized officers and agents as the Contestant's agents and attorneys in fact, to act for and on behalf of the Contestant to sign and file those applications and to do all other lawfully permitted acts to further the prosecution and issuance of patent or copyright

registrations on them with the same legal force and effect as if signed by the Contestant.

9. **CONFLICT OF INTEREST.** The Contestant must disclose any familial, domestic, intimate, financial, or professional relationships that the Contestant may have with any members of the panel of judges for the Competition as soon as possible after the Contestant discovers or is made aware of such a relationship. In the event of any such relationship, TMB will, at its sole discretion, determine a plan to manage the Contestant's ongoing participation in the Competition and to ensure the fairness of the Competition, which may potentially involve requiring the withdrawal of the Contestant from the Competition.
10. **NO IMPROPER INFLUENCE.** The Contestant represents and warrants to TMB that, in connection with the Contestant's participation in the Competition, including but not limited to the Contestant's possible selection for a prize, neither the Contestant nor any of the Contestant's agents or representatives will, directly or indirectly, (a) offer, promise, give, or authorize the giving of any payment, gift, or anything of value to TMB personnel or representatives or members of the panel of judges for the Competition for the purpose of improperly influencing their act or decision, or (b) seek, accept, or receive any payment, gift, or anything of value from TMB personnel or representatives or members of the panel of judges for the Competition for the purpose of improperly influencing an act or decision of the Contestant.
11. **INDEMNIFICATION AND LIMITATION OF LIABILITY**
 - 11.1 **Indemnification by Contestant.** The Contestant agrees to indemnify, defend, and hold harmless TMB, its affiliates, licensors, and service providers, and TMB's and their respective directors, officers, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all claims, damages, losses, liabilities, judgements, costs, expenses, awards, or fees (including reasonable attorney's fees) that arise from or relate to the Contestant's breach of any representation, warranty, or covenant under these Terms.
 - 11.2 **Limitation of Liability.** Except for the circumstances described in Section 11.4, under no other circumstances will the Contestant or TMB or its affiliates, or any of their respective employees, directors, officers, agents, representatives, vendors, licensors, or suppliers, be liable to the other party or to any third party for indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to damages for personal injury, loss of or damage to property, loss of income or profits, loss of use, loss of data, or other intangible losses, whether the claim is based on contract, tort (including negligence), strict liability, or any other legal theory, regardless of foreseeability, and without regard to the effectiveness of other remedies.
 - 11.3 **Liability Cap.** TMB's aggregate liability to any Contestant under these Terms will be limited to the value of the prize specified for that Contestant in the event of a Winning Entry or to US\$50,000 (Fifty Thousand Ugandan Shillings) in the event of Contestants for Non-Winning Entries.
 - 11.4 **Exceptions to Limitation of Liability.** The consequential damages exclusion of Section 11.2 and the liability cap of Section 11.3 will not apply to the Contestant's

obligations related to eligibility and registration, payment, indemnification, conflict of interest, and improper influence, or to breaches of confidentiality obligations or intellectual property rights infringement by either TMB or the Contestant.

12. **DISQUALIFICATION AND BREACH.** An Entry may be disqualified, or a prize revoked, if, in the opinion of TMB, the Contestant fails to comply with these Terms or the procedures of the Competition, for reasons including but not limited to: (a) submission of an Entry that is substantially similar to other Entries, (b) breach of confidentiality obligations, (c) failure to meet the Warranty of Originality and Non-Infringement of Section 8.1, (d) breach of obligations related to conflict of interest or improper influence, and (e) failure to meet deadlines of the Competition or to attend a scheduled pitch presentation.

13. **REMEDIES**

13.1 **General Remedies.** In the event of a breach of these Terms, either party reserves the right to seek all remedies available at law or in equity, including but not limited to the recovery of damages.

13.2 **Specific Performance.** In the event of a breach of intellectual property assignment obligations, or a failure to award the prize by TMB after all conditions are met, either party may seek specific performance to mandate the other party's full cooperation in fulfilling its obligations.

13.3 **Injunctive Relief.** Both parties acknowledge that a breach of confidentiality or intellectual property obligations may cause irreparable harm for which monetary damages are insufficient. Accordingly, each of the Contestant and TMB will be entitled to seek injunctive or other equitable relief to prevent or stop such breaches.

13.4 **TMB-Specific Remedies.** If the Contestant is found to have been in breach of any warranty or representation before a prize has been awarded, TMB may disqualify the Contestant from the Competition. If the Contestant is found to have been in breach of any warranty or representation after a prize has been awarded, the Contestant must, upon written demand, immediately repay the full value of the prize to TMB. This remedy is independent of any other rights of recovery.

13.5 **Non-Exclusivity.** The remedies set forth in this Section 13 are cumulative and are in addition to, and not in lieu of, any other rights and remedies that TMB may have at law or in equity.

14. **THIRD PARTIES.** These Terms, and all rights and obligations arising hereunder, are solely for the benefit of, and are enforceable only by, the Contestant and TMB. Nothing in these Terms, whether express or implied, is intended to or will confer upon any person or entity other than the Contestant and TMB any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms. No third party, including but not limited to any third party that may assist TMB in organizing the activities related to the Competition, will be considered a third-party beneficiary of these Terms.

15. **INDEPENDENT CONTRACTOR STATUS.** TMB and the Contestant agree that, should TMB select the Contestant for one of the prizes, these Terms create an independent contractor relationship and do not constitute the Contestant as an employee, partner, or agent of TMB. The Contestant will exercise full direction and control over the means and manner in which the Contestant participates in the Competition and performs any work for TMB, and in all respects the Contestant's relationship to TMB will be that of an independent contractor and not as an employee of TMB. The parties acknowledge that neither party has, or will be deemed to have, the authority to bind the other party.
16. **DATA PROTECTION AND PRIVACY.** As necessary for TMB's business operations and practices in connection with the Competition and when valid legal grounds exist under applicable law, TMB may collect, control, or process personal data of, for, or on behalf of the Contestant. TMB will handle all personal data of the Contestant in accordance with the TMB *Privacy Policy for Personnel*, which TMB will make available to the Contestant. TMB hereby undertakes the following: (a) to at all times comply with the *Data Protection and Privacy Act* (Republic of Uganda); (b) to implement and follow all reasonable standards and practices for information security, storage, and transmission, whether in physical, digital, or online form, to prevent unauthorized or unlawful use or processing of, accidental loss or destruction of, and damage to personal data; (c) to only use personal data of, for, or on behalf of the Contestant for purposes in connection with or relating to these Terms; (d) to never disclose any personal data to a third party without the Contestant's prior written consent, with the exception of personal data that TMB may be required to disclose pursuant to law or court order; (e) to exercise maximum respect for the Contestant's right to privacy; and (f) to immediately submit a detailed written report to the Contestant if TMB experiences or becomes aware of a data breach, data security compromise, or other adverse event involving personal data.
17. **FORCE MAJEURE**
- 17.1 **Force Majeure Event.** Neither TMB nor the Contestant will be considered in breach of these Terms, nor liable for any delay in performance or non-performance of any obligation hereunder, to the extent such delay or non-performance is caused by a Force Majeure Event.
- 17.2 **Notification and Mitigation.** The party claiming a Force Majeure Event must notify the other party promptly, in writing, of the occurrence of the event and the estimated delay in performance. The affected party must use reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance of its obligations promptly once the cause is removed.
- 17.3 **Consequence of Duration.** If a Force Majeure Event continues for a period exceeding thirty (30) consecutive days, TMB will have the right, but not the obligation, to either: (a) suspend the Competition and all related deadlines until performance is possible; or (b) terminate the Competition immediately upon written notice to all Contestants, without any liability for damages.
18. **GOVERNING LAW AND JURISDICTION.** These Terms will be governed by and construed in accordance with the laws of the Republic of Uganda. TMB and the Contestant irrevocably agree that competent courts located in Kampala, Uganda, will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection

with these Terms or their subject matter or formation (including non-contractual disputes or claims).

19. **VOLUNTARINESS AND COMPREHENSION.** By submitting an Entry to the Competition and entering into these Terms, the Contestant represents and warrants that (a) the Contestant has entered into these Terms freely, voluntarily, and without duress; (b) prior to agreeing to these Terms, the Contestant has read and has fully and satisfactorily understood all clauses contained herein and has weighed all the facts and circumstances likely to influence the Contestant's judgement in consenting to all of the provisions of these Terms; (c) the Contestant has sought and obtained independent advice and has been duly advised and apprised of the Contestant's questions pertaining to these Terms prior to entering into these Terms.
20. **NOTICE.** Any notices, statements, demands, or other communications hereunder must be in writing in English, and must be sent by e-mail, in TMB's case to legal_uganda@terramagica.co and in the Contestant's case to the e-mail address submitted in association with the Contestant's Entry to the Competition (or to such other addresses as a party may designate by notice to the other party). Such notices, statements, demands, or other communications sent in compliance with this Section 20 will be deemed to be sufficiently served.
21. **NON-ASSIGNMENT.** These Terms will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Contestant may not assign the Contestant's rights or obligations under these Terms without the prior written consent of TMB; any attempted assignment is void. The Contestant may not delegate or subcontract any of the Contestant's responsibilities hereunder to any third party without first notifying TMB and obtaining TMB's written consent.
22. **NO WAIVER.** Failure at any time to require performance of any of the provisions herein will not waive or diminish a party's right thereafter to demand compliance therewith or with any other provision. Waiver of any default will not waive any other default. A party will not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of the party making such waiver.
23. **SEVERABILITY.** If any provision of these Terms is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such provision will be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order, or rule, and the remaining provisions of these Terms will remain in full force and effect.
24. **ELECTRONIC SIGNATURES, ACCEPTANCES, AND RECORDS.** Either TMB or the Contestant may electronically sign, agree to, or accept, or create an electronic record of, these Terms and any other documents to be delivered in connection herewith. Any such electronic signatures, agreements, acceptances, or records, whether delivered via facsimile, e-mail, website, or other electronic means, will have the same legal force and effect as handwritten signatures and/or physical records for the purposes of validity, enforceability, and admissibility.

25. **HEADINGS.** The headings contained in these Terms are for convenience of reference only and will not affect in any way the meaning, construction, or interpretation of these Terms.
26. **ENTIRE AGREEMENT.** These Terms constitute the final and entire agreement between TMB and the Contestant with respect to the matter contained herein and supersede all prior or contemporaneous oral or written representations and agreements. Any modification, alteration, or amendment to these Terms must be in writing and signed or accepted by the parties.