

**2018 \$250,000 (USD) TRANSFORMATION CHALLENGE  
PRESENTED BY OPTIMUM NUTRITION  
OFFICIAL RULES**

**NO PURCHASE NECESSARY**

**WHAT CAN I WIN?**

One (1) male and one (1) female Contestant will each receive a grand prize (“Grand Prize Winners”) of:

- \$100,000 (USD)
- A trip to Boise, Idaho for a photo shoot at the Bodybuilding.com Headquarters

Five (5) Contestants, who are deemed the category winner in one of the following categories: 1) Motivation – best social motivator; 2) Muscle Building – best muscle building transformation; 3) First Challenge – best transformation for a first-time registrant; 4) All Access Plan – best transformation using an All Access program; and 5) Transform for Life – best continuing transformation by a Contestant that completed Mission: Possible, and based on the criteria below (“Category Prize Winners”), will win a prize of:

- \$10,000.00 (USD)

Sixteen (16) Countdown to Challenge (8 males and 8 females) winners during the four (4) weeks leading up to the Challenge (December 18, 2017 – January 14, 2018) (“Countdown Winners”) will each receive the following package:

- One “Optimum Nutrition Complete Pack” which includes the following: one (1) 30-serving container of Optimum Nutrition Gold Standard Pre-workout; one (1) 2 lb. tub of Optimum Nutrition Gold Standard Whey; one (1) 28-serving container of Optimum Nutrition Gold Standard BCAAs; one (1) 12-count box of Cake Bites; and one (1) set of workout gear, which includes (1) top and one (1) bottom. The approximate retail value (“ARV”) of the Optimum Nutrition Complete Pack is \$148.94 USD.

Fifty (50) Contestants (25 males and 25 females) (“Weekly Prize Winners”) will receive the following weekly prize packages (“Weekly Prize Package”):

- Week 1 through Week 11 (January 15, 2018 – April 1, 2018): Four (4) Weekly Prize Winners (2 males and 2 females) will receive: one (1) workout apparel top and one (1) 65 serving container of Optimum Nutrition Amino Energy. The ARV of each of the Week 1 through Week 11 Weekly Prize Package is \$77.98 USD.
- Week 12 (April 2, 2018 – April 8, 2018): Six (6) Weekly Prize Winners (3 males and 3 females) will receive: One (1) “Optimum Nutrition Complete Pack” which includes the following: one (1) 30-serving container of Optimum Nutrition Gold Standard Pre-workout; one (1) 2 lb. tub of Optimum Nutrition Gold Standard Whey; one (1) 28-serving container of Optimum Nutrition Gold Standard BCAAs; one (1) 12-count box of Cake Bites; and one (1) set of workout gear, which includes (2) tops. Each Week 12 Weekly Prize winner will also receive one (1) pair of Beats® Headphones. The ARV of each Week 12 Weekly Prize is \$408.88 USD.

Additionally, for the first eleven (11) weeks of the Contest, one (1) winner each week for the first eleven (11) weeks of the Contest (January 15, 2018 – April 1, 2018) (“Weekly Grand Prize Winners”) will receive the following weekly grand prize package:

- One “Optimum Nutrition Complete Pack” which includes the following: one (1) 30-serving container of Optimum Nutrition Gold Standard Pre-workout; one (1) 2 lb. tub of Optimum Nutrition Gold Standard Whey; one (1) 28-serving container of Optimum Nutrition Gold Standard BCAAs; one (1) 12 count box of Cake Bites; and one (1) set of workout gear, which includes two (2) tops. The approximate retail value (“ARV”) of the Optimum Nutrition Complete Pack is \$208.93 USD (“Weekly Grand Prize Package”).

A total of eleven (11) Weekly Grand Prize Packages will be awarded.

The Weekly Prize and Grand Prize Winner Contests will take place across social media channels such as Facebook, Instagram, Twitter, and BodySpace.

More information regarding eligibility, winner selection, and available prizes is further described below.

### **WHO CAN ENTER?**

1. **ELIGIBILITY:** The \$250,000 (USD) Transformation Challenge powered by Optimum Nutrition (the "Contest") is open to BodySpace members who are eighteen (18) years of age or older or the age of majority in Contestant's place of residence at the time of entry ("Contestant"). Membership and enrollment in BodySpace are free. Contestant may not be a national or legal permanent resident of the province of Quebec (Canada) or the following countries: Burma, Cuba, Iran, North Korea, Sudan or Syria. Contestants may not be members of any guild, union, or other organization that may prohibit them from participating in this Contest and that would restrict, require due payment, or otherwise have the right to oppose such Contestant's participation in this Contest. Employees, contractors, members, and agents of Bodybuilding.com, LLC and Liberty Media Corporation and members of their immediate family (including spouses, parents, siblings, children and their respective spouses) and persons living in the same household with any such individuals are ineligible. Except as otherwise permitted herein, only one (1) entry per person will be accepted. If a Contestant submits multiple entries, the last will be accepted and the others will be discarded. In order to be eligible, Contestant must follow these Rules. Failure to comply with these Rules will result in ineligibility of Contestant. **This Contest is void where prohibited or restricted by law. No purchase necessary.**
2. **SPONSOR:** This Contest is sponsored by Vitalize, LLC dba Bodybuilding.com located at 5777 N. Meeker Ave, Boise, Idaho 83713 U.S.A. and Optimum Nutrition, Inc. located at 3500 Lacey Road, Suite 1200, Downers Grove, IL 60515, U.S.A., (collectively "Sponsor").
3. **TO ENTER:** The Contest Challenge Period begins at 12:01 am MT on December 18, 2017 and ends at 11:59 pm MT on April 8, 2018 ("Contest Challenge Period"). Enrollment periods are as follows:
  - Registration begins at 12:01 am MT on December 18, 2017 and ends at 11:59 pm MT on January 14, 2018, winner announced January 15, 2018.
  - Transformation Challenge week 1 begins at 12:01 am MT on January 15, 2018 and ends at 11:59 pm MT on January 21, 2018, winner announced January 22, 2018.
  - Transformation Challenge week 2 begins at 12:01 am MT on January 22, 2018 and ends at 11:59 pm MT on January 28, 2018, winner announced January 29, 2018.
  - Transformation Challenge week 3 begins at 12:01 am MT on January 29, 2018 and ends at 11:59 pm MT on February 4, 2018, winner announced February 5, 2018.
  - Transformation Challenge week 4 begins at 12:01 am MT on February 5, 2018 and ends at 11:59 pm MT on February 11, 2018, winner announced February 12, 2018.
  - Transformation Challenge week 5 begins at 12:01 am MT on February 12, 2018 and ends at 11:59 pm MT on February 18, 2018, winner announced February 19, 2018.
  - Transformation Challenge week 6 begins at 12:01 am MT on February 19, 2018 and ends at 11:59 pm MT on February 25, 2018, winner announced February 26, 2018.
  - Transformation Challenge week 7 begins at 12:01 am MT on February 26, 2018 and ends at 11:59 pm MT on March 4, 2018, winner announced March 5, 2018.
  - Transformation Challenge week 8 begins at 12:01 am MT on March 5, 2018 and ends at 11:59 pm MT on March 11, 2018, winner announced March 12, 2018.
  - Transformation Challenge week 9 begins at 12:01 am MT on March 12, 2018 and ends at 11:59 pm MT on March 18, 2018, winner announced March 19, 2018.
  - Transformation Challenge week 10 begins at 12:01 am MT on March 19, 2018 and ends at 11:59 pm MT on March 25, 2018, winner announced March 26, 2018.
  - Transformation Challenge week 11 begins at 12:01 am MT on March 26, 2018 and ends at 11:59 pm MT on April 1, 2018, winner announced April 2, 2018.
  - Transformation Challenge week 12 begins at 12:01 am MT on April 2, 2018 and ends at 11:59 pm MT on April 8, 2018, winner announced April 9, 2018.

Contestant's transformation start date begins on January 15, 2018 ("Transformation Start Date") and ends on April 8, 2018 ("Transformation Completion Date"). All final materials must be received on the Transformation Completion Date. In no event will materials be accepted after 11:59 pm MT on April 8, 2018 (the "Contest Period"). To enter the Contest, visit the website <http://www.bodybuilding.com/fun/transformation-challenge.html> for the official online entry form. Contestant must be, or must register to be, a BodySpace member to participate in the Contest. Membership to BodySpace is free. Contestant must complete all information requested, including but not limited to, Contestant's full legal name; BodySpace username; full address (including apartment number, city, state, province, zip/postal code, and country); daytime, home, and/or mobile telephone numbers; e-mail address; date of birth; and all other information requested, including submission of required photos. Failure of Contestant to correctly complete any portion of the online entry form will result in ineligibility. Any communication regarding the Contest will be sent to the e-mail address on file with Sponsor. It is Contestant's responsibility to notify Sponsor at [transform@bodybuilding.com](mailto:transform@bodybuilding.com) of a change of e-mail address or BodySpace username. All materials submitted become the property of Sponsor and will not be returned. Contestant must complete the entry form themselves. Only one (1) entry per Contestant will be accepted; all preceding entries will be disregarded. False, deceptive, or incomplete entries provided by Contestant shall render the entry ineligible.

Use of any illegal or banned substances to achieve results is prohibited. Contestants may be required to test and/or sign an affidavit verifying that their transformation was achieved without the use of illegal or banned substances.

**IMPORTANT NOTICE TO CONTESTANTS: CONTESTANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.**

- 4. PHOTO SUBMISSION:** In addition to the entry requirements above, to enter the Contest, Contestant must submit four (4) "before" photographs in .jpg format depicting: (a) front body view including face, (b) back body view, (c) body side view, and (d) a scale clearly depicting Contestant's weight at the beginning of the Contest. Three-quarter body or full body pictures are recommended, as they are best for demonstrating Contestant's full transformation. Front view and scale photo must include the official contest hashtag "#XXXXXX (Released January 1, 2018)" written or printed on an object (e.g., piece of paper, marker board) held by Contestant or clearly displayed in Contestant's photo.

All "before" photos must be submitted from 12:00 AM MT on January 1 to 11:59 pm MT January 21, 2018. Contestant must be clothed in a bathing suit or similar clothing. Contestants are encouraged to be active on BodySpace (e.g., by utilizing BodySpace tools to enter body fat percent before, during, and after the competition; updating fit status regularly; tracking workouts; joining the BodyGroup and conversation in the group; adding friends on BodySpace; uploading progress pictures; using the Fitboard; etc.) and social media, including the Official Contest Facebook Group (e.g., by completing weekly challenges, posting progress or Contest-related pictures using the Contest hashtag #250KCHALLENGE, encouraging other Contest participants, etc.).

From 12:00 AM MT on April 2 to 11:59 PM MT on April 8, 2018, Contestant must submit four (4) "after" photographs in .jpg format depicting: (a) front body view including face, (b) back body view, (c) body side view, and (d) a scale clearly depicting Contestant's weight at the end of the Contest. Three-quarter body or full body pictures are recommended, as they are best for demonstrating Contestant's full transformation. Front view and scale photo must include the official contest hashtag "#250KCHALLENGE2018" written or printed on an object (e.g., piece of paper, marker board) held by Contestant or clearly displayed in Contestant's photo.

Contestants are encouraged to enter body fat percent and weight into their BodySpace profiles. Sponsor reserves the right to contact any Contestant who has entered the Contest to request resubmission of one or more of the "before" or "after" photographs or to request that Contestant submit additional images to Sponsor for judging. All Entries must be submitted by Contestant.

Entries may not be submitted by modeling or similar professional photography agencies. Entries may not be digitally altered beyond standard optimization (e.g., retouching with photo editing software, smoothing, etc.). High resolution photos are not considered enhanced or altered for purposes of this Contest. If the judges determine that a Contestant has digitally enhanced or altered his or her photo, they reserve the right to disqualify Contestant or request additional photos for judging. Photos should be submitted to the "Progress" section of BodySpace.

5. **INTELLECTUAL PROPERTY:** Contestant retains rights to their Entries; however, by entering the Contest, posting photos in connection with the Contest, or using Contest-related hashtags, Contestant grants Sponsor (and those authorized by Sponsor) a royalty-free, worldwide, perpetual, non-exclusive license to publicly display, distribute, reproduce, and create derivative works of the Entries, in whole or in part, in any media now existing or later developed, for any purpose, including, but not limited to, advertising and promotion. Contestant represents and warrants that he or she has all rights to Contestant's Entries and all materials submitted in connection with the Contest. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such uses. Sponsor has no obligation to publish a photo credit to the original copyright holder for the publication of an Entry. By submitting an Entry, each Contestant represents and warrants that: (i) the Entry is the original creation of the Entrant (or Entrant's agent); (ii) none of the intellectual property rights in the Entry, or any portion thereof, has been licensed, assigned, or transferred to anyone that is not Entrant; and (iii) the Entry does not, to Contestant's knowledge, violate any applicable law or regulation or infringe upon the intellectual property rights held by any third party. Contestant agrees to hold harmless, defend, and indemnify Sponsor from any and all liabilities, loss, claims, or causes of action, including reasonable attorneys' fees and expenses that may be incurred by Sponsor, arising out of or relating to Contestant's Entries.
6. **WINNER SELECTION & JUDGING CRITERIA:** On or about, Wednesday, May 2, 2018, two (2) Contestants (one male and one female), subject to eligibility requirements, will be selected to win the Grand Prizes as described below (the "Grand Prize Selected Entrants"). In addition, five (5) Contestants who are deemed the most improved in their respective categories will win the Category Winner Prizes described below (the "Category Selected Entrants"). Lastly, seventeen (17) weekly winners – sixteen (16) winner during registration and five (5) winners Weeks 1 through 11 and six (6) winners week 12 of the Transformation Challenge period as set forth in Section 3 – will be selected to win the Weekly Prize as described below (the "Weekly Selected Entrants"). The Grand Prize Selected Entrants, Category Selected Entrants, and Weekly Selected Entrants are collectively referred to herein as "Selected Entrants."

The Grand Prize Selected Entrants will be chosen by judges applying the following criteria, in their sole discretion: (a) physical improvement made to Contestant's body as evidenced by the "before" and "after" Images as submitted; (b) Contestant's before and after weight and body fat percentages (if posted on Contestant's BodySpace profile); (c) Contestant's ability to achieve their transformation goals; and (d) Contestant's active use of BodySpace and social media, including the Official Challenge Facebook Group and Contest hashtags. The judges will consist of Sponsor's employees qualified to apply the judging criteria, in Sponsor's sole discretion. YouTube videos will not be used as part of the judging criteria. All decisions by Sponsor are final and binding. All Selected Entrants will be notified by email or telephone and announced on or about Wednesday, May 2, 2018 on Bodybuilding.com.

The Category Selected Entrants will be chosen by judges applying the following criteria, in their sole discretion: (a) Contestant's active use of BodySpace and social media, including the Official Challenge Facebook Group and Contest hashtags; (b) Contestant's encouragement of other participants; (c) Contestant's ability to achieve their transformation goals; and (d) Contestant's success in one of these five categories: 1) Motivation – best social motivator; 2) Muscle Building – best muscle building transformation; 3) First Challenge – best transformation for a first-time registrant; 4) All Access Plan – best transformation using an All Access program; and 5) Transform for Life – best continuing transformation by a Contestant that completed Mission: Possible. The judges will consist of Sponsor's employees qualified to apply the judging criteria, in Sponsor's sole

discretion. YouTube videos will not be used as part of the judging criteria. All decisions by Sponsor are final and binding. All Selected Entrants will be notified by email or telephone and announced on or about Wednesday, January 17, 2018 on Bodybuilding.com.

Seventy-seven (77) Weekly Selected Entrants who complete the challenge sent out in the weekly Contest e-mails will be selected at random during the Contest to receive a Weekly Prize. Selection of the Weekly Selected Entrant is based on Contestant's participation in the weekly contest described in weekly e-mails sent to Contestant by Bodybuilding.com ("Weekly Contests"). The Weekly Contests will take place across social media channels like Facebook, Instagram, Twitter, and BodySpace. Contestants must follow the directions provided to them in the weekly emails to be eligible to win. Each Countdown Challenge Winner will be announced on <http://www.bodybuilding.com/fun/transformation-challenge.html> the following week.

7. **PRIZES:** Subject to Contestant's full compliance with the Rules, Selected Entrants will receive the following prizes:

One (1) male and one (1) female Contestant will each receive a grand prize package consisting of:

- \$100,000 (USD)
- A trip to Boise, Idaho for a photo shoot at the Bodybuilding.com Headquarters

Five (5) Contestants, who are deemed Category Prize Winners will win the Category Prize package consisting of:

- \$10,000.00 (USD)

Sixteen (16) Countdown to Challenge (8 males and 8 females) winners during the four (4) weeks leading up to the Challenge (December 18, 2017 – January 14, 2018) ("Countdown Winners") will each receive the following package:

- One "Optimum Nutrition Complete Pack" which includes the following: one (1) 30-serving container of Optimum Nutrition Gold Standard Pre-workout; one (1) 2 lb. tub of Optimum Nutrition Gold Standard Whey; one (1) 28-serving container of Optimum Nutrition Gold Standard BCAAs; one (1) 12-count box of Cake Bites; and one (1) set of workout gear, which includes (1) top and one (1) bottom. The approximate retail value ("ARV") of the Optimum Nutrition Complete Pack is \$148.94 USD.

Fifty (50) Contestants (25 males and 25 females) ("Weekly Prize Winners") will receive the following weekly prize packages ("Weekly Prize Package"):

- Week 1 through Week 11 (January 15, 2018 – April 1, 2018): Four (4) Weekly Prize Winners (2 males and 2 females) will receive: one (1) workout apparel top and one (1) 65 serving container of Optimum Nutrition Amino Energy. The ARV of each of the Week 1 through Week 11 Weekly Prize Package is \$77.98 USD.
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Additionally, for the first eleven (11) weeks of the Contest, one (1) winner each week for the first eleven (11) weeks of the Contest (January 15, 2018 – April 1, 2018) ("Weekly Grand Prize Winners") will receive the following weekly grand prize package:

- One "Optimum Nutrition Complete Pack" which includes the following: one (1) 30-serving container of Optimum Nutrition Gold Standard Pre-workout; one (1) 2 lb. tub of Optimum Nutrition Gold Standard Whey; one (1) 28-serving container of Optimum Nutrition Gold

Standard BCAAs; one (1) 12 count box of Cake Bites; and one (1) set of workout gear, which includes two (2) tops. The approximate retail value ("ARV") of the Optimum Nutrition Complete Pack is \$208.93 USD ("Weekly Grand Prize Package").

A total of eleven (11) Weekly Grand Prize Packages will be awarded.

The Weekly Prize and Grand Prize Winner Contests will take place across social media channels such as Facebook, Instagram, Twitter, and BodySpace.

The Grand Prizes, Category Prizes, and the Weekly Prizes are collectively referred to as the "Prize." The value of the Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of a Prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No transfer, substitution, or cash equivalent for any prizes will be permitted, except at the sole discretion of the Sponsor due to unavailability of prizes for any reason, including but not limited to cancellation, scheduling conflicts, or force majeure. Sponsor reserves the right to substitute prizes of equal or greater value.

All prizes are valued in U.S. dollars. Any costs associated with currency exchange are the sole responsibility of the recipient. The prizes do not include taxes, insurance, personal expenses, gratuities, incidental charges, or any other items not specifically described in the Rules and the foregoing are the Selected Entrants' sole responsibility. Selected Entrants are responsible for determining applicability and payment of all taxes.

8. **ADDITIONAL REQUIREMENTS:** All Selected Entrants agree to sign any documentation requested by Sponsor, including, without limitation, an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form when selected and upon presentation of said form(s) by Sponsor. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from any Selected Entrant within five (5) business days of attempted notification, such Selected Entrant may be disqualified and the prize will be awarded to an alternate winner. Selected Entrants may be required to participate in media coverage and/or events at Sponsor's request. Should the Selected Entrant be unable or unwilling to fulfill the obligations outlined in these Official Rules, a substitute winner may be named.
9. **LANGUAGE:** The official version of these Official Rules is the English language version. In the event of contradictions or discrepancies between different language versions of these Official Rules, the English language version takes precedent. Entrants must submit all materials and information in English. Sponsors are not responsible for translation of any submissions or information provided in another language. Failure to submit required information in English may result in disqualification.
10. **PERSONAL INFORMATION:** Any personal information that Contestants and Selected Entrants submit in connection with the Contest will be collected and used by Sponsor and their authorized agents to administer the Contest and award the prizes. Contestant's personal information may also be used to send additional information about Sponsor, its affiliates, and licensees, in accordance with applicable law. Except as set forth herein, Contestant's personal information will not be used for any other purpose and will not be shared with anyone else, unless required by law.
11. **GENERAL DISCLAIMER AND RELEASE OF LIABILITY:** In consideration of the acceptance of Contestant's entry in the Contest and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contestant hereby takes action for themselves, their executors, administrators, agents, representatives, spouse, children, heirs, next of kin, successors, and assigns, and acknowledges and agrees as follows: (a) to be bound by the Official Rules and decisions of Sponsor in any way related to the Contest; (b) that participation in the Contest is voluntary; (c) Contestant is not a minor; (d) Contestant is of sound mind and body and has not been advised otherwise by qualified medical person; (e) Contestant possesses all rights and faculties

necessary to execute, deliver, and perform this agreement; (f) certifies that Contestant meets all eligibility requirements as set forth in these Official Rules, which Contestant represents they have read, understand, and agree to; (g) certifies that all photographs Contestant submits for the Contest will depict only Contestant and do not require the consent of any other third party rights holder before use; and (h) Contestant is fully aware and assumes the risk of illness, accidents, injury, death, personal injury, bodily harm, emotional stress, psychological harm, property damage, and all dangers potentially arising from or in connection with participation in the Contest.

Further, Contestant irrevocably grants to Sponsor the right to edit, modify, and/or publish and copyright the Images. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any Prize, including, without limitation, quality, merchantability, and/or fitness for a particular purpose.

Sponsor is not responsible for any incorrect or inaccurate entry information, human error, technical malfunction, failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, servers, access providers, or software, including any injury or damage to Contestant's or any other person's computer relating to or resulting from participation in this Contest; inability to access the entry website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information on website is not considered proof of delivery or receipt. All dates set forth in these Rules are approximate.

NOTWITHSTANDING ANY PROVISION OF THESE CONTEST RULES TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO CONTESTANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), EVEN IF SPONSOR HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Sponsor reserves the right to terminate, withdraw, or amend the Contest and these Official Rules for any reason.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity and enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

12. **GOVERNING LAW; JURISDICTION:** This Contest will be governed by and construed in accordance with the laws of the state of Idaho without regard to conflict of law principles. Any controversy arising under, in connection with or in any way relating to this Contest shall be adjudicated before a state or federal court of competent jurisdiction located in Boise, Ada County, Idaho, U.S.A. Contestant and Sponsor (i) accept, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Contest, and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.
13. **EU CONTESTANTS:** For Contestants from Member States of the European Union, mandatory national law may apply in some cases.