



Watts Wild Ride Sweepstakes Contest Official Rules

NO PURCHASE, PAYMENT OR CONSIDERATION OF ANY KIND IS NECESSARY TO ENTER OR TO WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

This sweepstakes is in connection with and incidental to the sale to licensed contractors of flow control products for the water quality, residential plumbing & heating, commercial and OEM markets. Thus, this sweepstakes is not in connection with the sale to consumers of consumer products.

1. Sponsor and these Rules:

These sweepstakes rules (the “**Rules**”) apply to the sweepstakes (the “**Sweepstakes**”) to be conducted by Watts Regulator Co. (“**Sponsor**”) via www.wattswildride.com (the “Entry Page”). Sponsor has a principal place of business at 815 Chestnut Street, North Andover, Massachusetts 01845 U.S.A. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Harley-Davidson Motor Company or any other prize participants referenced herein.

2. Prizes:

(a) As more specifically described in Sections 9 and 10, the following prizes (the “Prizes”) will be awarded at random among the eligible entrants for the Sweepstakes:

Prize Package Description	Approximate Retail Value
1 Grand Prize Harley-Davidson® Fat Boy® Motorcycle	US\$21,000.00 (CA\$28,614.00)
15 First Place Open Road Motorcycle Adventures for 2 on a Harley-Davidson® motorcycle	US\$650.00 each (CA\$886.00)
20 Second Place “Final Month” Premium Bulova® Harley-Davidson® Watches (final month only)	US\$300.00 each (CA\$409.00)
50 Second Place Bulova® Harley-Davidson® Watches	US\$30.00 each (CA\$41.00)

(b) THE PRIZES INCLUDE ONLY THE ITEMS SET FORTH IN SECTION 2(a) ABOVE. THE AGGREGATE APPROXIMATE RETAIL VALUE OF ALL PRIZES TO BE AWARDED IN THE SWEEPSTAKES IS US\$59,250. ALL EXPENSES AND COSTS RELATED TO THE RECEIPT AND/OR USE OF THE PRIZES, INCLUDING BUT NOT LIMITED TO TRAVEL, TRANSPORTATION, SHIPPING, DELIVERY, AND PERSONAL EXPENSES, ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER.

(c) IN ORDER TO BE ABLE TO USE THE GRAND PRIZE – I.E., THE HARLEY-DAVIDSON® FATBOY MOTORCYCLE – OR A FIRST PRIZE – I.E., THE OPEN ROAD MOTORCYCLE ADVENTURE FOR 2 – THE WINNER MUST COMPLY WITH ALL APPLICABLE STATE/PROVINCIAL MOTORCYCLE LICENSE AND SAFETY TRAINING REQUIREMENTS. THE WINNER IS ALSO RESPONSIBLE FOR TITLE, INSURANCE, AND ALL OTHER REQUIREMENTS RELATED TO THE OWNERSHIP, MAINTENANCE AND USE OF THESE PRIZES.

(d) IN ORDER TO BE ABLE TO TAKE POSSESSION OF AND USE THE GRAND PRIZE – I.E., THE HARLEY-DAVIDSON® FAT BOY® MOTORCYCLE – THE GRAND PRIZE WINNER MUST ARRANGE FOR MOTORCYCLE DELIVERY FROM A LOCAL HARLEY-DAVIDSON® DEALER. THE GRAND PRIZE WINNER IS RESPONSIBLE FOR ALL COSTS AND EXPENSES RELATED TO DELIVERY, INCLUDING BUT NOT LIMITED TO TRAVEL TO THE LOCAL HARLEY-DAVIDSON® DEALER.

(e) IN ORDER TO BE ABLE TO USE AND ENJOY A FIRST PRIZE – I.E., THE OPEN ROAD MOTORCYCLE ADVENTURE FOR 2 – THE WINNER MUST ARRANGE FOR PICK-UP AT ONE OF THE HARLEY-DAVIDSON® MOTORCYCLE RENTAL LOCATIONS IN THE U.S.A. SPECIFIED IN SUBSECTION 2(f) BELOW. EACH FIRST PRIZE WINNER IS RESPONSIBLE FOR ALL COSTS AND EXPENSES RELATED TO PICK-UP, INCLUDING BUT NOT LIMITED TO TRAVEL TO THE HARLEY-DAVIDSON® MOTORCYCLE RENTAL LOCATION IN THE U.S.A.

(f) The Open Road Motorcycle Adventures for 2 prize package includes the following: (i) one Harley-Davidson® motorcycle rental for three (3) days; (ii) helmet rentals for driver and his/her passenger; (iii) prepaid fuel; (iv) two (2) nights of hotel accommodations, including breakfast for two (2); and (v) supplemental insurance, covering the driver and his/her passenger. This prize package DOES NOT INCLUDE the following, all of which are the responsibility of the Recipient: motorcycle license; any additional motorcycle gear (safety or otherwise); meals, other than the hotel breakfasts described above; transportation to and from the Harley-Davidson® motorcycle rental locations; and any other additional insurance (vehicle damage, etc.). If the Recipient is a Canadian resident, travel to the U.S.A. is required in order to use this prize. The Recipient may choose to pick-up and return the motorcycle rental at any one of the following locations: Arizona – Flagstaff, Phoenix, Sedona; California – Las Angeles, Palm Springs, San Diego, San Francisco, Beverly Hills, Carmel, Fresno, Santa Monica/Marina Del Rey; Colorado – Denver, Grand Junction; Florida – Ft Lauderdale, Miami, Orlando, Daytona Beach, Jacksonville, Winter Haven; Georgia – Atlanta; Hawaii – Maui; Illinois – Chicago; Louisiana – New Orleans; Maryland – Crofton; Massachusetts – Boston, Foxboro; Minnesota – Elk River, Minneapolis; Montana – Billings; Nevada – Las Vegas; New Hampshire – Manchester; New Jersey – Newark/Belleville; New Mexico – Albuquerque; New York – Howard Beach, Queens Village; Ohio – Columbus; Oregon – Portland; Pennsylvania – Pittsburgh; South Dakota – Sturgis; Tennessee – Nashville; Texas – Dallas, El Paso; Utah – Salt Lake City; Virginia – Bristol; Washington D.C.; Washington – Seattle; Wyoming – Jackson Hole.

3. Odds of Winning:

The winners of the Sweepstakes will be determined by random selection from among valid entries received from eligible participants. The odds of winning a Prize in the Sweepstakes depend on the number of valid entries received from eligible participants during the Entry Period. Not all entries will result in a prize. The odds of winning First, Second and Third Place prizes will be based on the total number of entries awarded each month and the number of total awards in each prize level. The odds of winning the Grand Prize will be based on the total number of entries awarded throughout the six-month promotion.

4. Eligibility:

The Sweepstakes is open only to individuals (i) residing in one of the fifty United States or the District of Columbia or Canada (excluding Quebec), that are (ii) at least 18 years old, unless the age of majority in the individuals' jurisdiction of residence is greater than 18, then at least such age of majority, that have (iii) a valid email address for notifications, and

have (iv) a valid contractor's license, including but not limited to a license as a plumber, gasfitter, sprinkler fitter, or an electrician. Entrants may be required to prove their age and residency and possession of a valid contractor's license, the sufficiency of any such proof to be determined by Sponsor, in its sole discretion. However, employees of any "Promotion Entity" (as defined in Section 11(b) below) that is not an individual, and of any parent or subsidiary company of any Promotion Entity that is not an individual, and members of such employees' immediate families, are not eligible to participate in the Sweepstakes.

5. Sweepstakes Entry Period:

Online Sweepstakes entries will be accepted only if submitted and received by Sponsor at or after 12:00:00 a.m. Eastern Time on Friday, April 1, 2016, through and including 11:59:59 p.m. Eastern Time on Friday September 30, 2016 (such period constituting the "Entry Period"), and mail-in entries will be accepted only if post marked within the Entry Period. Entries not received sent and/or received within the aforementioned time periods will not be valid to participate in the Sweepstakes.

6. How to Enter:

There are two (2) ways to enter the Sweepstakes, as follows:

(a) Online Entry Method. To enter using the online entry method, an eligible participant must (i) visit www.wattswildride.com, (ii) complete the online enrollment form available at such site, which, among other things, requires the entrant to provide his/her full name, address, email address, daytime telephone number, and valid contractor license number, (iii) upload to the 2016 Watts Wild Ride website a photo or scanned copy of an invoice or purchase order showing the purchase of any of Watts's (or one of its subsidiaries') brand products, provided that the product purchase was made during the Entry Period, and (iv) electronically submit the completed entry form so that it is sent and received within the Entry Period. Once an eligible participant has successfully completed and timely submitted one online enrollment form, an eligible participant shall receive one entry into the Sweepstakes for every day a purchase of any of Watts's (or one of its subsidiaries') brand products is made and can be substantiated by uploads to the 2016 Watts Wild Ride website via a photo or scanned copy of an invoice or purchase order, PROVIDED that the product purchase was made during the Entry Period. Each timely uploaded invoice or purchase order is valid for only one entry into the Sweepstakes. Eligible participants may only earn one online entry per purchase date during the Entry Period. Participants can track the number of entries earned on the 2016 Watts Wild Ride website. Duplicate or falsified entries – i.e., entries reflecting the same purchase date – will be disqualified.

(b) Mail-in Entry. To enter the Sweepstakes by mail and without completing an online enrollment form, an eligible participant must mail (by regular mail) to Sponsor, c/o HMI Inc., Attn: Watts Wild Ride Sweepstakes, 57 Providence Highway, Norwood, MA 02062, U.S.A., in an envelope with proper postage, a 3” by 5” original hand-written card (photocopies and otherwise mechanically or digitally reproduced cards are not permitted) containing the entrant’s full name, address, valid email address, daytime telephone number, and valid contractor’s license number. Online enrollment form will be completed with this information, as required by eligibility rules. Each envelope containing a card must be separately stamped and mailed such that it is post marked within the time set forth in Section 5 as the Entry Period. Only one card per envelope. Envelopes must be no larger than a standard #10 business envelope. Eligible participants are allowed only one mail-in entry per day during the Entry Period. Duplicate or falsified entries – i.e., entries reflecting the same post marked date – will be disqualified.

(c) For the avoidance of doubt, participants may enter once per day via the online method and, in addition, once per day via the mail-in entry method.

(d) By entering the Sweepstakes, an eligible participant hereby certifies that his or her participation in the Sweepstakes does not violate any policy or code of business conduct of his or her employer.

7. Conditions Relating to Entries:

(a) No attempted means of entering the Sweepstakes other those set forth in Section 6 will be accepted as a valid means of entering the Sweepstakes.

(b) Without limiting the provisions of Section 11(f) below, incomplete and illegible entries, late entries, and entries with information reasonably determined by Sponsor (its sole discretion) to contain false information, will not be valid. Each entrant is responsible for providing accurate information as to his/her mailing address and how he/she may be contacted via email and telephone.

(c) All entries become the property of Sponsor and will not be acknowledged or returned.

8. Specific Prize Conditions; Liability for Taxes:

(a) The Prize winners will be required to execute an Affidavit of Eligibility and Liability Release, and, if permitted in his/her state or province of residence and if required by Sponsor, a Publicity Release (collectively, the “Prize Claim Documents”). If a winner fails or

refuses to sign and return all Prize Claim Documents in the manner and within the time set forth in Section 9(b) below, such winner may be disqualified and an alternate winner may be selected.

(b) Any tax liability of any nature, including income disclosure obligations, related to the receipt and/or use of a prize, shall be the sole responsibility of the recipient. The winner of any Prize with a value US\$600 or greater will be issued a 1099 US Tax Form for the retail value of the Prize.

(c) The winner is also responsible for title, insurance, and all other requirements related to the ownership, maintenance and use of these prizes.

(d) In order to be able to take possession of and use the grand prize – i.e., the Harley-Davidson® Fat Boy® motorcycle – the grand prize winner must arrange for motorcycle delivery from a local Harley-Davidson® dealer. The grand prize winner is responsible for all costs and expenses related to delivery, including but not limited to travel to the local Harley-Davidson® dealer.

9. Drawing/Prize Winner Selection:

(a) Each Sweepstakes winner will be selected at random from among all valid entries received from eligible participants. There will be multiple random winner selection events, as follows:

On or about the second week of the month following each of the first five months of the 2016 Watts Wild Ride promotion period (April – August, 2016), 82 winners (per month) will be chosen, at random, from all qualified entries. The first 2 winners selected in that month's drawing will earn a First Place Prize, the next 10 winners selected will earn a Second Place Prize, and the final 70 winners selected will earn a Third Place Prize.

On or about the 5th of the month following the last month of the promotion (September, 2016), 150 winners will be chosen, at random, from all qualified entries. The first 5 winners selected will earn a First Place Prize, the next 20 winners selected will earn a Second Place "Final Month" Prize, and the final 125 winners selected will earn a Third Place Prize.

Qualified participants may only win 1 prize per month; PROVIDED HOWEVER, any winner of a First Place Prize after any month will be ineligible to win a Second Place Prize, Second Place "Final Month" Prize or Third Place Prize, and any winner of a Second Place Prize or a Second Place "Final Month" Prize will be ineligible to win a Third Place Prize. All valid entries from eligible participants over the entire promotion, however, will be eligible to win the Grand Prize, regardless whether or not they already received another Prize. Winner selection for the Grand Prize shall be conducted in October, 2016.

(b) Winner selection will be carried out by Sponsor using methods within its sole discretion. For each Prize, the potential winner will be notified by email that his/her entry has been drawn (the “Notification”) as soon as practicable after winner selection. (Canadian residents will be required to correctly answer, unaided, a mathematical skill testing question in order to be declared a winner.) The Notification will include the applicable Prize Claim Documents, if any. The potential winner will be required to:

(i) respond by email acknowledging the Notification and providing a mailing address – NOT a post office box – to which Prizes may be sent (First, Second and Third Prizes only); and

(ii) execute and return all applicable original, signed and unmodified Prize Claim Documents,

Such that ALL are received by Sponsor within ten (10) days of the date of the email Notification. Failure to fully and timely respond as aforesaid will result in any prize being forfeited and an alternate entrant selected as a potential winner and so notified in the same manner as before. All email accounts must be current and up-to-date at the time of each drawing.

(c) If a Notification email (including the required Prize Claim Documents) is returned or is deemed by Sponsor (in its sole discretion) to be undeliverable, or in the event of non-compliance with the eligibility requirements and/or these Rules, the potential winner will be disqualified and an alternate entrant will be selected as a potential winner and so notified in the same manner as before.

(d) The decisions of Sponsor will be final and binding on all matters relating to the Sweepstakes. In the event of a dispute as to the identity of an entrant, the entry will be deemed submitted by the holder of the email account provided in the Website registration, if any, and if there is no Website registration, then the entry will be deemed submitted by the holder of the email account provided in the mail-in entry. The “account holder” is the natural person assigned an email address or service by the organization responsible for assigning addresses for the domain associated with the submitted address. A potential winner may be required to show proof of being the registered account holder for the email account associated with the winning entry.

10. Award of and Use of Prizes:

(a) Winners of the Sweepstakes will receive one of the Prizes subject to these Rules. Prizes shall be awarded only to the individuals named as prize winners, and the right to a Prize may not be sold, assigned or transferred to any other person. Prizes must be accepted as awarded, and no substitutions are allowed, except that Sponsor may substitute a prize of a value equal to or greater than the value of the originally described Prize, if the Prize, as

described, is unavailable on a commercially reasonable basis (as determined by Sponsor, in its sole discretion) for any reason. Prizes may not be redeemed for cash or other consideration.

(b) Without limiting Section 2(b), winners will be responsible for all expenses associated with the receipt, possession and use of a Prize. Sponsor is not responsible for Prize delivery, safety, utility, quality or otherwise.

11. General Conditions; Privacy; Release and Waiver of Liability:

(a) The Sweepstakes is subject to these Rules and is governed by the laws of the Commonwealth of Massachusetts and the applicable federal laws of the United States of America. By entering the Sweepstakes, each entrant agrees to be bound by and subject to the Rules, the decisions of Sponsor in relation to the Sweepstakes (which shall be final and binding in all respects) and Sponsor's Privacy Policy (available for review at <http://www.wattswater.com/Privacy-Policy>) ("Sponsor's Privacy Policy"). The data collected from entrants may be processed and stored in one or more jurisdiction outside Canada (which may include the United States) and may be subject to access by regulatory authorities in those jurisdictions.

(b) Sponsor, Watts Water Technologies, Inc., each of their affiliated companies, and all of their respective directors, officers, employees, representatives and agents, as well as Harley-Davidson Motor Company and its affiliated companies, and all of their respective directors, officers, employees, representatives and agents (collectively, the "Promotion Entities"), are not responsible for any incorrect or inaccurate entry information, human error, technical malfunctions, theft, tampering, destruction, or unauthorized access to, or alteration of entries.

(c) In order to validly enter and in order to claim a prize, entrants are required to provide Sponsor with certain information that can reasonably be used to identify them, such as their name, telephone number, physical address, licensed contractor number and email address ("Personal Data"). Each entrant hereby agrees that such Personal Data and his/her image or likeness may be used and shared by Sponsor in connection with the conduct of the Sweepstakes (including but not limited to prize fulfillment) and also as allowed by Sponsor's Privacy Policy (subject to the terms and conditions of Sponsor's Privacy Policy). Each entrant further expressly releases, discharges, and agrees to hold harmless the Promotion Entities and all persons acting under their permission or authority, from any and all claims and liabilities he/she may have relating to Sponsor's use of his/her Personal Data, image or likeness in accordance with Sponsor's Privacy Policy or these Rules, including without limitation claims under defamation, right of publicity and invasion of privacy.

(d) By entering the Sweepstakes, each entrant, on behalf of himself/herself and his/her

heirs, successors, assigns, agents and representatives:

(i) releases and discharges each of the Promotion Entities from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, known or unknown, including personal injury and death and including claims arising out of the alleged negligence of an entity, which he/she now may own or hold, or at any time heretofore may have owned or held, or at any time hereafter may own or hold, by reason of any matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done, in connection with participation in the Sweepstakes, and/or from his/her acceptance, receipt, possession and/or use or misuse of a Prize;

(ii) acknowledges that the information he/she provides in connection with the Sweepstakes is being provided to the Sponsor and not to Harley-Davidson Motor Company;

(iii) acknowledges and agrees that none of the Promotion Entities have made or are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, with respect to the Sweepstakes and/or any Prize, including, without limitation, their quality or fitness for a particular purpose; and

(iv) acknowledges and agrees that none of the Promotion Entities or Harley- Davidson have made or are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, with respect to a Prize, including, without limitation, its quality or fitness for a particular purpose; subject however, to any representations and/or warranties, if any, provided by Harley-Davidson Motor Company with respect to the Grand Prize.

(e) Waiver of California Civil Code Section 1542. Further, entrants are advised that California Civil Code § 1542 provides that: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. By entering the Sweepstakes, each entrant, on behalf of himself/herself and his/her heirs, successors, assigns, agents and representatives, acknowledges that he/she understands the significance and consequences of California Civil Code § 1542 and, to the extent it may be applicable, elects to waive the benefits of its provisions, with the intent that the releases and waivers of liability in Section 11(d) shall include claims known or unknown, and unknown and unsuspected.

(f) None of Sponsor, the other Promotion Entities or Harley-Davidson Motor Company shall have any obligation, responsibility or liability with respect to: (i) entries, notifications, communications or materials sent from an entrant to Sponsor, or from Sponsor to an entrant, that are undelivered, lost, late, misdirected, garbled, inaccurate, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, post office or technical error of any kind, (ii) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or

difficulties, (iii) power-related or weather-related events of any kind, and/or to any events not under Sponsor's direct control, (iv) entries or other communications from entrants that contain inaccurate information or do not comply with these Rules, (v) errors, omissions, interruptions, deletions, defects, delays in operation or transmissions, theft, destruction, unauthorized access or alterations by entrant or third parties, and/or (vi) any damage to entrant's computer system that occurs in connection with participation in the Sweepstakes.

(g) Sponsor reserves the right to modify, suspend, or terminate the Sweepstakes, or any part thereof, if it determines, in its sole discretion, that the Sweepstakes, or any part thereof, is technically impaired or corrupted, or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined or impaired the integrity, feasibility, security and/or proper play of the Sweepstakes, or any part thereof. In addition, if for any reason the Sweepstakes, or any part thereof, cannot run as planned, including tampering, unauthorized intervention, fraud, technical failures or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, or any part thereof, Sponsor reserves the right, in its sole discretion, to (i) disqualify any individual who is responsible for or who tampers with the any Sweepstakes process, and/or (ii) to cancel, terminate, modify or suspend the Sweepstakes, and (if the Sweepstakes is not cancelled) to select the winners from among all eligible entries received prior to the termination or modification.

12. Governing Law; Forum Selection:

This Sweepstakes is governed by the laws of the Commonwealth of Massachusetts. Each Sweepstakes entrant knowingly and voluntarily intends and agrees that (i) the mandatory, exclusive venue for any action in any way related to or arising out of this Sweepstakes or Prizes awarded shall be resolved individually without resort to any form of class action and shall be in the state and federal courts in and for Suffolk County, Massachusetts; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes, but in no event attorneys' fees. Each entrant hereby knowingly and voluntarily waives any and all objections to venue and personal jurisdiction in the foregoing courts, and submits themselves thereto. Each entrant hereby waives any right he/she may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 12, and stipulates that the aforementioned courts shall have in personal jurisdiction and venue over them for purposes of litigating any dispute, controversy, or proceeding arising out of or related to this Sweepstakes.

13. Class Action Waiver:

Each Sweepstakes entrant agrees that an arbitrator, judge, magistrate or other similar authority may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **By entering the Sweepstakes, the entrant agrees to waive any right to a jury trial or to participate in a class action.**

14. Identification of Winner:

Winners' names, cities, and photos (where applicable) may be posted on Sponsor's website following confirmation, in Sponsor's sole discretion. To obtain a list of winners by mail, send a self-addressed stamped envelope to Sponsor, c/o HMI Inc., Attn: Watts Wild Ride Sweepstakes, 57 Providence Highway, Norwood, MA 02062, U.S.A. so it is received by Sponsor no later than six months after the last day of the Entry Period. (Vermont residents may omit return postage.) Please specify "Sweepstakes winner" on the envelope. Please allow 6 to 8 weeks for receipt of the list.

15. Final Matters:

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

(b) Except where prohibited by law, and regardless whether a Publicity Release is required of or signed by a Prize winner, acceptance of a prize shall constitute and signify the prize winner's consent that Sponsor may use the winner's name, likeness, image, voice, photographs and written statements made by the prize winner about the Sweepstakes, a prize, Sponsor, Sponsor's products and/or services for promotional purposes in all forms of media, in perpetuity, without payment or consideration.

(c) No Promotion Entity shall be liable for failure or delay related to the Sweepstakes caused by any reason not within such Promotion Entity's sole direct control, including but not limited to fire, flood, epidemic, earthquake, explosion, sickness, labor dispute or strike, bad weather, act of God or public enemy, equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, any newly-enacted federal, state or local government law, order, or regulation, or order of any court or governmental authority.

