

**Kingsford “Preserve the Pit” Search**  
APPLICATION TERMS

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO APPLY FOR OR TO RECEIVE A FELLOWSHIP.**

BY SUBMITTING AN APPLICATION, APPLICANTS AGREE TO THESE APPLICATION TERMS, WHICH CREATE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE APPLYING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE SEARCH ENTITIES (AS DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **Description of the Search:** Kingsford is committed to preserving the history of barbecue in the Black community in America and investing in future barbecue entrepreneurs. The Kingsford “Preserve the Pit” Search (the “Search”) seeks to identify up to three (3) barbecue enthusiasts (i.e., aspiring restaurateurs, food truck chefs, influencers/bloggers, etc.) and provide them with support to help them learn the necessary skills and create a business plan to take their passion to the next level (“Fellowship”).

2. **Eligibility:** This Search is open only to individuals who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia who are at least eighteen (18) years of age at time of submission (“Applicant”). Although union or guild membership is not required to participate in the application process, individuals who are party to any union or guild agreement that would govern the creation of any materials in connection with a submission, including without limitation, SAG, AFTRA, and AFofM, are also eligible to participate. Void where prohibited or restricted by law.

The following are not eligible to participate or receive the Fellowship offered in the Search: employees, officers, or directors of the Kingsford Products Company, LLC, a subsidiary of The Clorox Company (“Kingsford”) (located at 1221 Broadway, Oakland, CA, 94612), IPG DXTRA, Inc., dba Current Global (“Administrator”) or their parent companies and affiliate and subsidiary companies, participating advertising and promotion agencies, and any company and affiliate and subsidiary companies associated with the Fellowship mentors (i.e., Howard Conyers, Kevin Bludso, Bryan Furman, Rashad Jones, Amy Mills and Devita Davison, collectively, the “Mentors”). Final eligibility to be determined in Kingsford’s sole discretion. Kingsford, Administrator, Mentors, and their respective parent companies and affiliate and subsidiary companies, participating advertising and promotion agencies, and each of its and their respective directors, officers, employees, agents, successors and assigns are collectively referred to herein as “Search Entities.”

**Note: Any Applicant’s ability to participate in the Search or be selected as a Fellowship Recipient (as defined below) is subject to any/all applicable union rules. Kingsford will not be responsible for paying any required union membership fees, dues or other related charges. If considered by Kingsford to be a Fellowship Recipient, such participation will be subject to standard scale rates (if applicable).**

3. **How to Apply:** To apply, visit [PreserveThePit.com](http://PreserveThePit.com) (the “Website”) and complete the online application form, where Applicants will be asked to provide contact and other information and answer the following questions:

- What role does barbecue/grilling play in your life?
- Why are you interested in the Preserve the Pit Fellowship program?
- If selected, what are the goals that you would like to achieve with the help of the Fellowship?
- How are you currently involved in the barbecue and/or restaurant industry? (i.e. business ownership, industry involvement, brand partnerships, etc.)
- Barbecue has a special ability to create community. How will you use barbecue to continue that legacy of community building?
- Tell us about your first and/or most meaningful barbecue memory

Additionally, Applicants may submit an optional short video (not less than one (1) minute in length) through the Website that a) explains why they should be considered for the Fellowship

Program, and b) addresses one (1) or more of the questions in the online form (online form and optional video together, "Application"). Applications must be submitted between January 25, 2021, at 12:00am Pacific Time ("PT") and 11:59pm PT on March 1, 2021 ("Submission Period"). Kingsford's designated clock is the official time clock of the Search. Application must include full and accurate contact information for Applicant. Application, including video, if submitted, must comply with the Submission Guidelines (defined below).

An Application may, in Kingsford's sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed in these Application Terms. Those who do not follow all of the instructions, provide the required information in their Application, or abide by these Application Terms or other instructions of Kingsford may be disqualified in Kingsford's sole and absolute discretion. Search Entities are not responsible for Applications that are late, illegible, incomplete, damaged, destroyed, forged, inaccurate, delayed, misdirected or otherwise not in compliance with the Application Terms, and all such Applications may be disqualified from the Search in Kingsford's sole and absolute discretion. Applications generated by script, macro or other automated means or which subvert the submission process are void. Applications not selected will not be acknowledged. Assurance of delivery of Application is the sole responsibility of the Applicant.

4. **Submission Guidelines:** In addition to the provisions set forth herein, each Application must also comply with the following guidelines or will be subject to disqualification ("Submission Guidelines"):

- a. Only one Application per Applicant.
- b. The Application must be in English (or in another language with English translation and/or subtitles).
- c. The optional video must be not less than sixty (60) seconds long.
- d. Subject to any applicable Coronavirus/COVID-19 travel restrictions, Applicants must be willing and able to travel between April and September 2021, in the event they are selected as a Fellowship Recipient.
- e. Applications cannot be publicly displayed or distributed except by Kingsford and Applicants must maintain all rights, without third party obligations, to transfer the content of their Applications to Kingsford.
- f. In addition to the requirements set forth above, each Application must comply with the following:
  - I. The Application must be the Applicant's original work. The Application must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any third party.
  - II. The Application must not contain any content or material that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, violent, racist, derogatory of any ethnic, racial, gender, religious, professional or age group or otherwise inappropriate or objectionable, as determined by the Expert Review Team (as defined below) and/or Kingsford in their sole and absolute discretion.
  - III. The Application must not contain any personally identifiable information of any person other than the Applicant. Should the Applicant include personally identifiable information about him/herself in the Application, Applicant acknowledges and agrees that such information may be disclosed publicly, and Applicant is solely responsible for any consequences thereof.

IV. The Application must not contain any clearly visible commercial content or logos of any entity other than Kingsford. For clarity, no use of Kingsford products is required.

V. Applications cannot and will not promote any activity that is unsafe, hazardous, dangerous or prohibited by law. The Expert Review Team (as defined below) and/or Kingsford reserve the right to disqualify at any time any Application that they determine, in their sole and absolute discretion does not meet the requirements of the Application Terms or is inappropriate for any reason. Proof of submission of an Application does not constitute proof of receipt.

VI. No background artwork should appear in the Application unless it is an original work of the Applicant. Any artwork, murals, etc. that can be seen in videos must be created solely by the Applicant or Applicant must be the sole owner of all copyright interests therein.

VII. Videos with music may only include; 1) original music created and performed solely by Applicant (i.e., songs composed, lyrics written and performed by Applicant), or 2) music that is owned by a thirdparty but has been licensed for such use by Applicant. Applications that include any other songs or recordings are in violation of these terms and will be subject to disqualification.

VIII. The Applicant must have all rights, clearances, permissions, approvals and/or consents necessary from any other persons who participated in production of a video. In the event that an Applicant does not have the appropriate rights or violates any of the Submission Guidelines, the Application may be disqualified in Kingsford's sole discretion.

5. **Application Review:** After the conclusion of the Submission Period, all eligible Applications will be reviewed by a panel of barbecue industry experts selected by Kingsford ("Expert Review Team") who will evaluate the Applications based on a variety of factors, including without limitation the Applicant's (i) level of interest in the Fellowship program; (ii) commitment to the traditions of barbecue in the Black community; (iii) entrepreneurial spirit; and (iv) goals for future barbecue-related endeavors. The Expert Review Team will select up to three (3) "Fellowship Recipients." Kingsford reserves the right to identify fewer than three (3) Fellowship Recipients in the event Kingsford does not receive a sufficient number of eligible and qualified Applications, as determined in their sole discretion. Application scores will not be revealed.

6. **Fellowship Recipient Notification Process:**

a. Each potential Fellowship Recipient will be notified by email or telephone on or about March 15, 2021. Within seven (7) days of Fellowship Recipient notification, the potential Fellowship Recipient must respond and confirm their acceptance of the Fellowship (subject to confirmation by Kingsford). Failure to respond during this time frame will forfeit the opportunity to proceed as a Fellowship Recipient and Kingsford may select an alternate Fellowship Recipient if time permits.

b. Each potential Fellowship Recipient must also sign an Affidavit of Eligibility and Release of Publicity/Liability ("Affidavit and Release"), provide written consent for and pass a background screening, and sign additional documents as required by Kingsford for their future participation as a confirmed Fellowship Recipient. Prior to being confirmed as a Fellowship Recipient, Fellowship Recipient may also be required to submit clearances and releases for all people, locations, service providers and media/content used within their video (if applicable). Failure to respond with all required documentation in a form acceptable to Kingsford within the required time period will forfeit the opportunity to receive the Fellowship. Kingsford may select an alternate Fellowship Recipient, if time permits.

7. **Fellowship (Up to three (3) awarded):** Each Fellowship Recipient will have the opportunity to learn skills from Kingsford-provided mentors and receive assistance in creating a business plan, as well as a

monetary grant in the amount of \$16,720 at the conclusion of the Fellowship in approximately September 2021 (“Grant”) to support their existing or anticipated barbecue business.

Each Fellowship Recipient will also receive the following benefits and agree to actively participate in the following activities:

- Participation in not less than four (4) “Fellow Touch Bases” with the Mentors on a schedule that will be separately provided by Kingsford. All Touch Bases will be conducted by phone and will be thirty (30) to sixty (60) minutes in duration.
- Participation in immersion sessions with Mentors on dates and times mutually agreed upon by Fellowship Recipient, Mentors, and Kingsford. During the immersion sessions, Mentors will provide hands-on counseling to Fellowship Recipient. Total duration and locations of immersion sessions is to be mutually agreed upon by Fellowship Recipient, Mentors, and Kingsford
- Development of a business plan that Fellowship Recipient will submit to the Mentors and Kingsford by August 31, 2021, for review and feedback.

Fellowship Recipients acknowledge and agree that their active participation in the aforementioned activities is a key requirement of the Fellowship Program. If at any time during the Fellowship Program a Fellowship Recipient does not actively participate or becomes non-responsive to the Mentors, Administrator, or Kingsford, as determined by Kingsford in its sole discretion, they will forfeit their Grant and the opportunity to continue as a Fellowship Recipient, and Kingsford may select an alternate Fellowship Recipient if time permits.

Kingsford may document the Fellowship Recipient by any means, including by taking photographs, video recordings, and/or sound recordings. Fellowship Recipient consents to such activities and grants Kingsford and its partners and agencies permission to use, in perpetuity and by any means, the results of such activities for Kingsford’s advertising and promotional purposes without additional compensation, unless prohibited by law. Fellowship Recipient’s participation and services in connection with such activities shall be deemed a work-made-for-hire for Kingsford, as such term is understood in copyright law. In addition, acceptance of the Fellowship constitutes permission for, and Fellowship Recipients’ consent to, Kingsford and its partners and agencies, and their respective successors, assigns and licensees, to use a Fellowship Recipient’s name, photograph, voice recordings, biographical information and/or likeness and submission in any all forms of media and by any and all means (now and hereafter known), throughout the world, in perpetuity, for any purpose, including, without limitation, for advertising and promotional purposes, without any obligation, notice or additional compensation, unless prohibited by law.

All travel and lodging arrangements necessary for Fellowship Recipient to travel to an immersion session or barbecue event identified and approved by Kingsford will be made at Kingsford’s cost and discretion and must be made through the Kingsford or Kingsford’s designee. Certain travel restrictions may apply. Subject to applicable COVID-19 restrictions, the Fellowship Recipients must be available to travel and complete Fellowship tasks when designated by Kingsford or the Fellowship may be forfeited.

Approximate value of Fellowship benefits: \$29,120. Actual value of Fellowship may vary depending on point of departure, travel dates and fare/rate fluctuations, if any.

Kingsford shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, providers or any other persons providing any Fellowship-related services or accommodations. Kingsford is not liable for any missed Fellowship events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of

the cancellation or delay of any transportation or other Fellowship element except at the sole and absolute discretion of Kingsford. Additional Fellowship details and travel information to be provided at the time of Fellowship notification.

Fellowship Recipient is responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Kingsford has not and will not obtain or provide travel insurance or any other form of insurance. Fellowship Recipient may be required to provide a credit card at the time of hotel check-in. Travel (if applicable) is subject to the terms and conditions set forth in this Search, and those set forth by Kingsford's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged.

All expenses not specifically mentioned herein are not included as part of the Fellowship, and are solely the Fellowship Recipient's responsibility, including, but not limited to: hotel taxes, additional ground transportation at the Fellowship Recipient's destination(s), travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the Fellowship Recipient.

ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE FELLOWSHIP RECIPIENT. The Fellowship Recipient will be required to provide Kingsford with a valid social security number before the Fellowship can be provided for tax reporting purposes. An IRS Form 1099 may be issued in the name of Fellowship Recipient for the actual value of the Fellowship received.

Fellowship is non-transferable, with no cash redemption or substitutions except at Kingsford's sole and absolute discretion. All Fellowship details not specified in these Application Terms will be determined in Kingsford's sole and absolute discretion.

In the event a Fellowship Recipient engages in behavior that (as determined by Kingsford or any provider, in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Kingsford reserves the right to terminate the right to receive the Fellowship benefits or other applicable experience early. Fellowship is provided "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

8. **Intellectual Property Rights in Applications:** With the exception of the use of any Kingsford materials created using the Application or any portion thereof, the ownership rights to each Application will remain with the Applicants as more fully contemplated below. As a condition of participating in the Search, upon submission of an Application, Applicants irrevocably grant to Kingsford, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Application, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, video, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Applicants or any third party, except for the awarding of the Fellowship to the Fellowship Recipients in this Search. Kingsford, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Applications, to assign or transfer any or all of Kingsford's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the foregoing, Kingsford will have the right to use the Applications submitted as part of the Search, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Applicants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter

recognized in connection with Applications submitted as part of the Search. Applicants agree that Kingsford shall have the sole discretion in determining the extent and manner of use of Applications and are not obligated to use any Application.

9. **Conditions of Participation:** Applicant may be prohibited from participating in this Search if, in Kingsford's sole discretion, it reasonably believes that the Applicant has attempted to undermine the legitimate operation of this Search by cheating, deception, or other unfair practices, or abuses, threatens or harasses any other Applicants, Kingsford or other Search Entities. Due to the unique nature and scope of this Search, Kingsford reserves the right to alter or modify these Application Terms at any time. In the event Kingsford is prevented from continuing with the Search or any aspect of the Fellowship Program by any event beyond its control, including, but not limited to, fire, flood, earthquake, explosion, labor dispute or strike, act of God, epidemic, pandemic, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Search by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Kingsford's control (each a "Force Majeure" event or occurrence) Kingsford shall have the right to modify, suspend or terminate the Search or any aspect of the Fellowship Program. Kingsford additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Search should causes corrupt or interfere with the administration, integrity, operation, security or proper conduct of the Search; or (b) to disqualify any Applicant found to be, or suspected of: (i) tampering with the application process or the operation of the Search; (ii) acting in violation of these Application Terms; or (iii) acting in an un-sportsmanlike manner. The Search Entities are not responsible for any changes or unavailability of the Website that may interfere with the Search or ability of Applicant to timely enter, receive notices or communicate with Kingsford. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SEARCH MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, THE SEARCH ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. THE CALIFORNIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SEARCH AND THE LAWS OF THE STATE OF CALIFORNIA SHALL GOVERN THE SEARCH. EACH APPLICANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THESE COURTS.

10. **Elimination:** Any false information provided within the context of the Search by any Applicant concerning identity, postal address, telephone number, ownership of rights or noncompliance with these rules or the like may result in the immediate elimination of the Applicant from the Search. Kingsford further reserves the right at any time, including after announcement of the Fellowship Recipients to disqualify any Application that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Application Terms.

11. **Warranty, Release and Indemnity:** Applicants certify that their Application is original, true and verifiable and that they have the right to submit the Application in the Search. Each Applicant agrees not to submit any material as part of their Application that: (1) infringes any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) includes any personally identifiable information of anyone other than Applicant; or (3) otherwise violates the Submission Guidelines, these Application Terms or any applicable law.

To the maximum extent permitted by law, each Applicant agrees to release, discharge and hold harmless the Search Entities from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to Applicant's participation in the Search and/or related to the Fellowship (including, without limitation, losses, damages or injuries to Applicant's or any other person's equipment or other property, or to their persons, related to participation in the Search; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim

of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Search activity and/or Fellowship). Without limiting the generality of the foregoing, Applicant agrees that Search Entities: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Search and/or with respect to Fellowship(s), including, without limitation, to any Fellowship element's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the Fellowship(s) provided in connection with the Search; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Search Entities, and (iv) by any cause, condition or event whatsoever beyond the control of the Search Entities. Search Entities are not responsible for the actions of Applicants in connection with the Search, including Applicants' attempts to circumvent the Application Terms or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Search. To the maximum extent permitted by law, each Applicant indemnifies and agrees to keep indemnified Search Entities at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which Search Entities will or may become liable by reason of or related or incidental to any act, default or omission by an Applicant under these Application Terms including without limitation, resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these Application Terms by an Applicant.

Search Entities are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Search Entities are not responsible for theft or destruction or unauthorized access to or alterations of submission materials, or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Search, including, without limitation, errors or difficulties which may occur in connection with the administration of the Search, the processing or review of Applications, the announcement of the Fellowship or in any Search-related materials. Search Entities are not responsible for inaccurate transmissions of or failure to receive submission information by Kingsford on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof.

12. **Similar Materials:** Applicants acknowledge that Kingsford engages, has engaged and will in the future engage in the development, preparation, production, acquisition and dissemination of creative, entertainment, artistic and other material (collectively, the "Materials"), including, without limitation, Materials that may be similar or identical to the content of the Applications submitted in this Search. Applicants also acknowledge that other persons, including employees of Kingsford, may previously have originated and may hereafter originate Materials that are similar or identical to the Applications. Applicants agree that they will not be entitled to any compensation because of the use by Kingsford of any such similar or identical material.

13. **Severability:** If any provision(s) of these Application Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

14. **No Obligation to Use:** Kingsford shall have no obligation (express or implied) to use any or to otherwise exploit any Application or, if commenced, to continue the distribution or exploitation thereof, and Kingsford may at any time abandon the use of the Application for any reason, with or without legal justification or excuse, and Applicants shall not be entitled to any damages or other relief by reason thereof.

15. **Dates & Deadlines:** Because of the unique nature and scope of the Search, Kingsford reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Application Terms or otherwise governing the Search. Kingsford cannot predict the number of Applicants who will participate in the Search.

16. **Further Documentation:** If Kingsford shall desire to secure additional assignments, certificates of engagement for the submission or other documents as Kingsford may reasonably require in order to effectuate the purposes and intents of these Application Terms, then Applicant agrees to sign the same upon Kingsford's request therefor.

17. **Privacy / Information Submitted:** As a condition of participating the Search, Applicant gives consent for Kingsford to collect and share their name, address and other information to third parties for the purpose of administering this Search and to comply with applicable laws, regulations and rules. Any information Applicant provides to Kingsford may be used to communicate with Applicant in relation to this Search or on a Fellowship Recipient list. Information submitted in connection with the Search will be treated in accordance with the Website's Privacy Policy.

18. **Miscellaneous:** The invalidity or unenforceability of any provision of these Application Terms or the Affidavit and Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Application Terms or the Affidavit and Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Kingsford's failure to enforce any term of these Application Terms will not constitute a waiver of that provision. Applicants agree to waive any rights to claim ambiguity of these Application Terms. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Search-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Application Terms, the Application Terms shall prevail, govern and control.