

## Vaping: Know the truth Art Challenge OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

THIS CHALLENGE IS INTENDED FOR PARTICIPATION BY INDIVIDUALS IN MIDDLE SCHOOL OR HIGH SCHOOL BETWEEN 13 AND 19 YEARS OF AGE AT THE TIME OF ENTRY RESIDING IN THE 50 UNITED STATES OR WASHINGTON D.C. AND WILL BE GOVERNED BY DISTRICT OF COLUMBIA LAW. ELIGIBLE ENTRANTS WHO ARE UNDER 18 YEARS OF AGE OR UNDER THE LEGAL AGE OF MAJORITY OF THEIR STATE OF PRIMARY RESIDENCE (“**MINOR**”) AT THE TIME OF ENTRY MUST OBTAIN THEIR PARENT’S OR LEGAL GUARDIAN’S PERMISSION TO PARTICIPATE. DO NOT ENTER IF YOU ARE NOT A LEGAL U.S RESIDENT RESIDING 50 UNITED STATES OR WASHINGTON D.C. AT THE TIME OF ENTRY. FURTHER ELIGIBILITY RESTRICTIONS ARE CONTAINED IN THE OFFICIAL RULES (“**OFFICIAL RULES**”) BELOW.

**1. DESCRIPTION:** The “**Know the Truth Art Challenge**” (the “**Challenge**”) offers eligible entrants (each an “**Entrant**”) and collectively the “**Entrants**”) the opportunity to create and submit one (1) unique and original artwork as inspired by their learnings from the complimentary online youth vaping prevention digital course, *Vaping: Know the truth* (the “**Course**”) for consideration as described below (each, a “**Submission**”). By participating in the Challenge, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor of this Challenge, EVERFI, Inc., 2300 N Street N.W., 5<sup>th</sup> Floor, Washington, D.C. 20037 (“**Sponsor**”). The Presenter of this Challenge is Truth Initiative ®, 900 G Street, NW, Fourth Floor, Washington, D.C. 20001 (“**Presenter**”). The Administrator of this Challenge is Creative Zing Promotion Group, LLC (“**Administrator**”), 2265 Lee Road, Suite 229, Winter Park, FL, 32789. Sponsor, Presenter and Administrator shall collectively be referred to as the “**Challenge Entities**”. Void where prohibited or restricted by law.

The Challenge will operate in accordance with these Official Rules (the “**Official Rules**”) as follows:

- **Submission Period:** The Submission Period begins on or about Monday, March 15, 2021, immediately following the Challenge Announcement or at 8:00am ET, and ends at 8:59 pm Eastern Time (“**ET**”) on Friday, April 16, 2021 (the “**Submission Period**”).
- **Submission Review, Evaluation & Judging:** Concurrent with and following the Submission Period, eligible Submissions will be reviewed and evaluated according to the criteria set forth in Section 4 of these Official Rules by judges selected by the Challenge Entities (each a “**Judge**” and collectively the “**Judges**”). Based on initial review and evaluation of the Submissions, the Judges will score each Submission and select up to a total of five (5) finalists (each a “**Finalist**”, collectively the “**Finalists**”).
- **Finalist Notification:** On or about Friday, April 30, 2021, up to five (5) Finalists, as determined by the Judging results, will be contacted to confirm eligibility, and obtain releases, according to Section 5 of these Official Rules.
- **Public Voting Period:** Upon confirmation of eligibility, Finalist’s Submissions will be shared on the Presenter’s Instagram account for Public Voting via Instagram Stories, according to Section 6 of these Official Rules. The Public Voting Period begins on or about Thursday, May 6, 2021 with the posting of each Finalist’s Submission by Presenter as an Instagram Story on Presenter’s Instagram account, and will end at the expiration of each Finalist’s Submission Instagram Story post. During the Voting Period, members of the public will have the opportunity to vote on each Finalist Submission, in each Submission Category, according to Section 6.
- **Winner Determination, Notification & Announcement:** Finalist Submissions will be scored on the combination of a Judges Score and Public Voting Score according to Section 7 to determine one (1) Grand Prize winner and up to four (4) Runner-Up winners (the “**Prize Winners**”). On or about Tuesday, Tuesday, May, 11, 2021 each potential Prize Winner will be contacted to obtain a prize acceptance form, prior to the Winner Announcement. The Prize Winners will be announced on Sponsor’s Website and/or the Presenter’s Instagram account on or about Friday, May 14, 2021.

**2. ENTRANT ELIGIBILITY:** In order for an Entrant to participate in the Challenge and to be considered as a potential Finalist or Winner, the Entrant must meet the following eligibility criteria:

- Entrant must be a legal U.S. resident physically residing in the fifty (50) United States or the District of Columbia.
- Entrant must be a current middle school or high school student (grades 8-12) at a public, private, parochial or other institution, and will be required to provide proof satisfactory to the Sponsor, if selected as a potential Finalist.
- Entrant must be at least thirteen (13) years of age, and no more than nineteen (19) years of age at the time of entry. Eligible Entrants who are under eighteen (18) years of age must have obtained their parent's or legal guardian's permission to participate. If applicable, any minor Entrant may be required to provide parental or legal guardian's consent in a form satisfactory to the Sponsor before he or she can be declared a potential Finalist.
- Entrant must not be under a contractual obligation that would conflict with this Challenge.
- Entrant must be the rightful owner (or have authorized use) of the email address identified on the entry form. In the event of a dispute over the identity of an Entrant in the Challenge, the Entrant will be deemed the authorized account holder of the email address associated with the Submission and he/she must comply with these Official Rules. "**Authorized Account Holder**" is defined as the natural person in whose name the email account was opened. In the event a dispute regarding the identity of an Entrant cannot be resolved to Sponsor's satisfaction, the affected entry may be deemed ineligible and an alternate potential Finalist or Winner will be selected.
- Entrant, if selected as a Finalist (or parent or legal guardian, if minor) must consent to a web screening as a condition of being considered a Finalist. Such screening may include (but is not limited to) a web search conducted by Challenge Entities to help ensure that the Finalist's participation in the Challenge will not, in Challenge Entities' sole discretion, bring Challenge Entities into public disrepute, contempt, scandal or ridicule or reflect unfavorably in any way on the Challenge Entities; and
- Entrant must not be an employee, owner, shareholder, officer, or director of Challenge Entities, VF Corporation (Supreme brand) ("**Prize Provider**") or any of the foregoing's parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion, and advertising agencies, together with the immediate family members and/or those living in the same household of any of the foregoing persons (collectively, "**Household Members**"). For purposes of the Challenge "Household Members" shall mean those people who share the same residence at least three months a year; "**Immediate Family Members**" shall mean parents, stepparents, legal guardians, children, stepchildren, siblings, stepsiblings, or spouses. Void where restricted or prohibited by law.

**3. HOW TO ENTER & SUBMISSION REQUIREMENTS:** During the Submission Period, eligible Entrants must fully and accurately complete the online entry form at <https://knowthetruth.everfi.com/> (the "**Entry Website**") and follow the on-screen prompts to upload their artwork. The completed entry form and PDF or .jpeg of the original artwork as inspired by the Entrant's learnings from the course shall collectively be referred to as the "**Submission**". The *Vaping: Know the truth* course is available to schools at no cost and can be obtained by registering online <https://everfi.com/courses/k-12/vaping-prevention/>. Entrant must confirm that they have read, understand, and agree to these Official Rules and click "Submit" to receive one (1) entry into the Challenge.

**IMPORTANT: If the Entrant's Submission is selected as a Finalist, it will appear on the Presenter's Instagram for Public Voting. If Entrant does not want his or her Submission to be made public, he or she should not enter the Challenge.**

All Submissions must be received by Friday, April 16, 2021 at 11:59:59 pm ET. **Limit one (1) Submission per Entrant.** Any attempt to obtain more than one entry by using multiple/different identities, registrations, logins, and/or any other methods will void such Entrant's entry and that Entrant may be disqualified from the Challenge. Automated entries are prohibited, and any use of automated devices will cause disqualification. Incomplete, unreadable, or unintelligible entries will be disqualified. ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Participation in the Challenge constitutes Entrant's understanding of full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally.

**Submission Requirements & Restriction:** Each Submission that is entered into the Challenge must meet the following "Submission Requirements" (any Submission that, in Sponsor's sole and absolute direction, violates the following criteria will be disqualified):

- Submission must be an original piece of artwork as created by the Entrant (hand drawn, digitally rendered design, painting, or photograph).
- Submission theme must be based around youth vaping prevention in the United States and illustrate e-cigarettes' impact on our environment.
- Submission should be inspired by the topics and facts from the Course.
- Submission must be submitted as one (1) PDF or .jpeg (150 MB or less).
- Submission must be wholly original to Entrant and Entrant must be the rightful owner of the Submission or must have the rights, title, and interest necessary to utilize the Submission for the Challenge in compliance with these Official Rules.
- Submission must reflect the Entrant's honest and truthful opinion about youth vaping prevention.
- Submission must not have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means, including, but not limited to, posted on Entrant's own social media channels.
- Submission must be in compliance with Sponsor's, Presenter's, and Instagram's website terms and conditions; and
- Submission must be in accordance with the Content Restrictions listed below.

**Submissions are subject to the following Content Restrictions:**

- Submission must NOT include prominent mention or depiction of any copyrighted material (including but not limited to music, video games, films, books, television programming, etc.) and must not infringe on any third-party trademarks (including, but not limited to third party elements, brand names, product names, logos, insignia, location signage, photographs, artwork, etc.) EXCEPT for intellectual property associated with EVERFI or Truth Initiative.
- Submission must NOT contain material, which is sexually explicit, obscene, pornographic, violent, discriminatory, illegal, offensive, threatening, profane, or harassing.
- Submission must NOT contain material that infringes or violates any applicable laws or regulations or any right of a third party including: (1) patent, trade secret or other proprietary or contractual rights; (2) right of privacy or publicity; or (3) any confidentiality obligation.
- Submission must NOT contain third party individuals from whom Entrant has not obtained permission (or obtained written permission from parent or legal guardian of any minor featured) to display such third-party individual's likeness or any other identifying features in connection with the Submission in accordance with these Official Rules. If applicable, a potential Finalist or Winner may be required to verify such authorization in the form of a release and;
- Submissions must NOT contain any derogatory references to any Challenge Entities.

**4. SUBMISSION REVIEW & JUDGING:** Concurrent with and immediately following the Submission Period, eligible Submissions will be reviewed and evaluated by the Challenge Entities' representatives ("**Judging Panel**") based on the criteria and weighting below ("**Judging Criteria**"). Up to five (5) eligible Submissions with the highest point scores will be determined as potential Finalists, subject to verification of eligibility, execution of the Finalist Documents and in compliance with the Official Rules.

- Relevance to Theme: 50%
- Overall Creativity: 25%
- Unique Attributes of Submission: 25%

In the event of a tie, such tied Submissions will be reevaluated in accordance with the aforementioned criteria and the Submission with the highest point score on "Relevance to Theme" will be deemed the potential Finalist. Sponsor reserves the right to select fewer than five (5) Finalists, no Finalists, and/or to extend the Submission Period and all other dates associated with the Challenge in the event an insufficient number of eligible Submissions are received, as determined by the Challenge Entities, in their sole discretion. If an insufficient number of eligible Submissions or no eligible Submissions are received, no awards will be awarded. Judging scores will not be revealed or publicly announced.

**5. FINALIST NOTIFICATION:** On or about Friday, April 30, 2021, up to five (5) Finalists, as determined by the judging results, will be notified via the email and/or at the phone number associated with the Submission. Entrant must be able to receive calls from a blocked or unknown number. Potential Finalists will be required to respond as directed by the Administrator to the notification within forty-eight (48) (or a shorter time if required by exigencies) of first attempted notification. The failure to respond timely to the notification may result in forfeiture of the potential Finalist standing and, in such case, Sponsor or Administrator may select an alternate Finalist, based on the judging results.

Each potential Finalist (or the parent or legal guardian if a Minor) will be required to verify his or her permanent legal address, his or her middle or high school enrollment status in a form satisfactory to the Challenge Entities, and to execute and return an affidavit of eligibility and liability release, and, unless prohibited by law, a publicity release (the "**Finalist Documents**") along with other information that may be required in order to complete a web screening, within a reasonable amount of time, as determined by the Challenge Entities in their sole discretion. Sponsor or Administrator reserves the right to disqualify the potential Finalist, or to confirm his or her status as an approved Finalist.

Potential Finalists are bound to confidentiality and are NOT permitted to publicly announce their status as a Finalist (in any way, including social or traditional media) until the confirmed Finalists have been publicly announced by the Sponsor or Presenter (if Sponsor or Presented elects to make such announcement) or such other time as Sponsor grants the confirmed Finalists permission to share their status. A Finalist's breach of such confidentiality will result in his/her forfeiture of the Finalist standing, and, in such case, Challenge Entities may select an alternate or proceed with fewer Finalists.

**6. PUBLIC VOTING PERIOD:** On or about Thursday, May 6, 2021, the Presenter will post each Finalist Submission for Voting on Presenter's Instagram page at <https://www.instagram.com/truthorange/> in the form of an Instagram Story. Individuals must have an Instagram account to vote. Registration is free and can be obtained at [www.instagram.com](https://www.instagram.com). To vote, individuals must view Presenter's Instagram Story, view a Finalist Submission, and assign a percentage score utilizing the provided voting slider emoji. Voters may vote on as few, or as many Finalist's Submissions as desired, but must vote on a minimum of one (1) for their vote to be counted. **Limit one (1) vote per person per Finalist.**

Any suspected or deliberate attempt to manipulate, or otherwise fraudulently tamper with the voting process, may result in disqualification, at the sole discretion of the Challenge Entities. Fraudulent tampering includes but is not limited to:

- using multiple accounts in an attempt to exceed the voting limit.
- vote brokering via a 3<sup>rd</sup> party service, website or any other service which exists for the purpose of exchanging or soliciting votes to manipulate the voting results.
- offering any type of inducement or compensation (monetarily or otherwise) to any third party, in exchange for a vote in any manner.
- use of proxy voting; and
- votes generated by a macro, script, bot or other fraudulent means in an attempt to manipulate the outcome of the Voting Period.

At the conclusion of Public Voting each Finalist will receive a Public Voting score based on the total percentage score received.

**7. WINNER DETERMINATION, NOTIFICATION & ANNOUNCEMENT:** Finalist Submissions will be scored based on the following scoring system to determine one (1) Grand Prize Winner and up to four (4) Runner-Up Winners (each a "**Prize Winner**"):

- Judges Score = 90%
- Public Voting = 10%

Finalist Public Voting score is subject to eligible vote verification, if required. In the event of a disqualification, Sponsor will determine the Public Voting score based on non-suspect votes, if possible. If voting results are corrupted to a point that official Public Voting scores cannot be determined, Sponsor reserves the right to evaluate the Finalists Submissions in accordance with the Judges Score to select the Winners. Final vote tallies will not be revealed or publicly announced.

In the event of a tie, such tied Submissions will be reevaluated in accordance with the aforementioned Judging Criteria and the Submission with the highest point score from judging will be deemed the Grand Prize Winner, the next four highest point scores will determine the four (4) Runner-Up Prize Winners.

On or about Tuesday, May 11, 2021 each potential Prize Winner will be contacted via email and will be required to respond as directed by the Sponsor or Administrator to the notification **WITHIN 48 HOURS**. The failure to respond timely to the notification may result in forfeiture of the Prize, and, in such case, the prize will go unawarded.

Each potential Prize Winner (or the parent or legal guardian if the potential winner is a Minor) will be required to complete a prize acceptance form "**Prize Acceptance Form**", and other applicable releases, as determined by the Challenge Entities, prior to officially being declared as the Prize Winner. All documents must be returned within the time period directed by Sponsor or Administrator. The failure to complete or return the Grand Prize Acceptance Form within the specified time period may result in forfeiture of the prize and selection of an alternate potential Grand Prize Winner from the remaining eligible Finalists. Prize will not be awarded until all such properly executed forms are returned. Administrator reserves the right to disqualify anyone not fully complying with the Official Rules. All Winners must provide a high-resolution file of their artwork as directed by Sponsor and/or Administrator as a condition of receiving a prize.

Prize Winners will be announced on Sponsor Website and/or the Presenter's Instagram account on or about Friday, May 14, 2021.

## 8. PRIZES:

Grand Prize (1)	There is one (1) Grand Prize available. The prize consists of one (1) \$5,500 USD college tuition scholarship (the " <b>Scholarship</b> ") for the winner's benefit in the form of a 529 savings plan gift card, one (1) Supreme merchandise prize pack and their Submission artwork will be featured on select truth® merchandise. Approximate Retail Value (" <b>ARV</b> ") of Grand Prize: Five Thousand and Six Hundred Dollars (\$5,600)
Runner-Up Prizes (4)	There are four (4) Runner-Up Prizes available. Each prize consists of one (1) \$1,125 USD college tuition scholarship (the " <b>Scholarship</b> ") for the winner's benefit in the form of a 529 savings plan gift card and one (1) Supreme merchandise prize pack. ARV of each Runner-Up Prize: One Thousand and Two Hundred and Twenty-Five Dollars (\$1,225)

**The cumulative prize value is \$10,500**

ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS. 529 savings plan gift cards subject to separate terms, conditions, and restrictions provided with the gift card; instructions for how to open a 529 savings plan will be provided to Prize Winners if the Prize Winners do not already have one in place. (For additional information, please see [this FAQ sheet](#) by the Gift Card provider.) For tax reporting purposes, Prize Winners must provide the Administrator with his or her social security number before the Prize will be awarded. The Prize Winner may receive an IRS Form 1099 from the Sponsor for the actual retail value of the Prize for the calendar year in which the prize was fulfilled. Prize Winners cannot assign, transfer, or sell the prize claim to another person. No prize substitution is allowed except at the discretion of Challenge Entities. If a prize cannot be awarded due to circumstances beyond the control of the Challenge Entities, a substitute prize of equal or greater retail value may be awarded. Limit one (1) prize per person / per Household. All portions of the prize are awarded WITHOUT WARRANTY OF ANY KIND, express or implied, without limitation. Any depictions of prizes are for illustrative purposes only. Sponsor shall use all reasonable efforts to issue the prizes within sixty (60) days of winner announcement date. If a prize is awarded but goes unclaimed or is forfeited by recipient, such prize may not be re-awarded, in Challenge Entities' sole discretion. Other restrictions may apply.

**9. REPRESENTATIONS AND WARRANTIES:** Each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) represents and warrants as follows: (i) the Submission is the Entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus, is otherwise uncorrupted, is wholly original with Entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous; (iv) the Submission is not the subject of any threatened

or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof; (v) the Submission is free and clear of any liens or claims with respect to the use of the Submission in the manner authorized herein and has not given and will not give rise to any claims of infringement, invasion of privacy or publicity or claims, or infringe on any rights or interests of any third party, or give rise to any claims for any payment whatsoever, including but not limited to claims for re-use fees or residuals; and (vi) you will not use the Submission for any purpose other than creation and in accordance with these Official Rules, including without limitation, use in or in connection with any commercial endeavor, including, without limitation, t-shirts, posters, or other merchandise.

**10. MATERIALS/RIGHTS IN SUBMISSIONS/PUBLICITY RIGHTS:** Each Submission, and all materials provided in conjunction with the Submission, will remain the property of the respective Entrant who will have sole responsibility and liability for any claims related to such Submission and any other materials submitted by the Entrant. In consideration of a Submission being reviewed and evaluated for this Challenge, each Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) hereby grants to the Challenge Entities and their designees the irrevocable, perpetual, royalty-free right to use, copy, transmit, distribute, adapt, modify, edit, delete, display or make derivative works from the Submission or the "Materials" (defined below) in any way so long as the Challenge Entities do so solely for Challenge-related social media, publicity and promotion and for purposes of Challenge administration, judging and fulfillment. Each Entrant agrees and acknowledges that participation in the Challenge, including, without limitation, the Entrant's decision to upload a Submission for purposes of the Challenge, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Entrant on the one hand and any of the Challenge Entities on the other, does not place the Challenge Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's entry, and that the only commitments, express or implied, between the Sponsor and its designees and Entrant are as set forth in these Official Rules and any additional release forms. By submitting a Submission, Entrant agrees: (i) that Entrant's Submission is gratuitous, made without restriction, and will not place the Challenge Entities under any obligation; and (ii) that Challenge Entities are free to disclose or otherwise disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the Submission without any additional compensation. As an Entrant (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) you acknowledge that, by acceptance of your Submission, Challenge Entities do not waive any rights to use similar or related ideas previously known to Challenge Entities, or developed by their employees, or obtained from sources other than you. In consideration of Entrant being confirmed as a Finalist (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) such Finalist grants to the Challenge Entities and its designees the exclusive, irrevocable, fully paid, royalty-free, universal license to use, copy, edit, sublicense, transmit, distribute, publicly perform, publish, delete or display his/her Submission, or any portion thereof, including to the extent applicable (a) any information, photo, name, likeness, biographical data, city, state of residence, school name and quotations submitted by Finalist in connection with the Challenge; and (b) all photographs, text, graphics, statements and quotations furnished by Finalist as part of this Challenge (collectively, the "**Materials**") included in and/or submitted by Finalist in connection with the Challenge, in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol and on a winners' list, if applicable, without further compensation unless prohibited by law. Finalists understand that their name, school name and Submission may be posted on the Website in connection with the Challenge and/or on Sponsor's social media channels and/or Presenter's website and social media channels. Finalist agrees that neither the Sponsor and its designees nor Presenter has any obligation to display or post the Submission or any Material on their website and/or social media channels. Finalist authorizes the Challenge Entities and its designees to utilize, for eternity and in any manner, they see fit, the Submission for the purpose of advertising, trade, or promotion without further compensation or consideration in any and all media now known or hereafter developed throughout the universe and to make derivative works from such Materials.

**11. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Entrant, Finalist and Winner understand and acknowledge that the Challenge Entities have wide access to ideas, designs, and other materials, and that new ideas are being developed by their own employees, suppliers, and/or business partners. Each Entrant, Finalist and Winner also acknowledges that many ideas may be competitive with, similar or identical to an idea and/or each other in theme, idea, format, or other respects and agrees that he or she will not bring any claim or action against any of the Challenge Entities or any third parties and will not be entitled to any compensation, as a result of any Challenge Entity's or any third party's use of any such similar or identical material. Each Entrant, Finalist and Winner acknowledges and agrees that the Challenge Entities do not now

and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of copyright, patent, trade secret, proprietary or other intellectual property rights in and to an idea and/or Submission. Nothing stated herein should be construed to create any kind of employment relationship, contractor relationship, partnership, or joint venture with any of the Challenge Entities.

**12. RIGHTS OF CHALLENGE ENTITIES/ DISCLAIMER OF LIABILITY:** The Challenge Entities and each of them, shall have the right and sole discretion to edit or disqualify any Submission whatsoever which they find to be in violation of the provisions hereof, does not fully comply with the Challenge Entities' requirements in connection with any and all legal clearance issues, or which it finds in its sole discretion to be otherwise objectionable for any reason whatsoever. Challenge Entities also reserve the right to replace the winning Submission with the Submission of an alternate eligible Entrant in accordance with these Official Rules if such Submission and/or Entrant is withdrawn from or removed from the Challenge for any reason, including without limitation, Entrant's failure to have documents executed as directed by the Challenge Entities. Sponsor reserves the right, in its sole discretion, to adjust times and dates reflected in the Description Section of the Official Rules at any time and/or to terminate the Challenge for any reason in the event that there is an error, problem or cause which impacts the operation, administration or security of the Challenge or the Challenge Entities and, in such situation, to select the Winner from the eligible Submissions received prior to the action taken or in such manner as deemed fair and appropriate by Sponsor. The Challenge Entities are not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of the Submission creation. The Challenge Entities are not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in connection with the Challenge. The Challenge Entities make no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in any Submission. All statements and opinions made by Entrants are those of such Entrants only, and the Challenge Entities neither endorse nor shall be held responsible for the reliability or accuracy of same. Challenge Entities are not responsible for the content or practices of third-party Websites that may be linked to the Challenge Website. This site may also be linked to Web sites operated by companies affiliated with Challenge Entities. Visitors to those sites should refer to each site's separate privacy policies and practices.

**13. WARRANTY:** It is an express condition of submission and eligibility that each Entrant warrants and represents that Entrant's Submission is solely owned by Entrant and solely created by Entrant for the purpose of entering this Challenge, and that no other party has any rights or interest in or to the Submission. Entrant further represents and warrants that the Submission and any use thereof by the Challenge Entities, and each of their respective parent companies, subsidiaries, and affiliates in connection with programming, advertising, promotion, and publicity, shall not infringe upon any statutory or common law copyright and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

**14. CONDITIONS OF PARTICIPATION/RELEASES:** Challenge is void in Guam, Puerto Rico and all other U.S. territories and possessions and where prohibited or restricted by law. All federal, state, and local laws and regulations apply. Sponsor, in its sole discretion, may designate the Administrator to handle notification and fulfillment tasks on Sponsor's behalf. By participating, each Entrant, Finalist and Winner agrees to be bound by these Official Rules and the decisions of the Challenge Entities, which shall be final in all respects. Each Entrant, Finalist and Winner hereby releases the Challenge Entities, Prize Provider, and each of their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each of the foregoing's respective officers, directors, employees and agents (collectively, the "**Released Parties**") from any and all actions, claims, injuries, death, losses or damages arising in any manner, directly or indirectly, from participation in this Challenge and/or participation in the Finalist Interview or acceptance or use of the award (including any travel or activity associated thereto). The Released Parties shall not be liable for any: (i) injuries, losses, liabilities or damages of any kind including without limitation personal injury or death caused by the award or resulting from acceptance, possession or use of a award including participation in any activity or travel related thereto, or from participation in the Challenge; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible Submissions, votes, communications or affidavits, regardless of the method of transmission; (v) inability of the Finalist or a Winner to accept or use any award (or portion thereof) for any reason and such award or portion thereof shall be

forfeited; or (vi) printing, typographical, human, administrative, technological or other errors in any materials or activities associated with the Challenge. The Released Parties disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with the Challenge. The Challenge Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Challenge (or any portion of the Challenge) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper participation of the Challenge and, in such situation, will select the Winners from eligible non-suspect Submissions received prior to and/or after such action or in such manner as deemed fair and appropriate by the Challenge Entities. Challenge Entities may prohibit Entrant from participating in the Challenge or winning an award if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Challenge by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Challenge Entities representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CHALLENGE. SHOULD SUCH AN ATTEMPT BE MADE, CHALLENGE ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. BY ENTERING THE CHALLENGE, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CHALLENGE, OR ANY AWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED, AND IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**15. INDEMNITY:** Each Entrant, Finalist and Winner (and, in the case of a Minor, such Minor's parent/legal guardian on his/her behalf) agrees to indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including without limitation reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Challenge; (b) a breach or allegation, which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and/or property damage arising therefrom.

**16. GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR THE CHALLENGE ENTITIES IN CONNECTION WITH THE CHALLENGE OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE CHALLENGE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE DISTRICT OF COLUMBIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE 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, THESE 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. IN NO EVENT WILL THE CHALLENGE ENTITIES, THEIR PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S IN THE CHALLENGE. WITHOUT LIMITING THE FOREGOING, **ALL AWARDS AND THE PROMOTION ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE CHALLENGE ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**17. DISPUTES:** As a condition of participating in this Challenge, Entrants agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Challenge, shall be resolved individually, without resort to any form of class action or consolidated action, in accordance with the arbitration provision below. Further, in any such dispute, under no circumstances will Entrants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental, or consequential damages, including without limitation attorneys' fees, other than Entrant's actual out-of-pocket expenses (e.g., costs associated with entering) if any, and Entrant further waives all rights to have damages multiplied or increased.

**18. ARBITRATION PROVISION:** By participating in this Challenge, each Entrant agrees that any and all disputes the Entrant may have with, or claims Entrant may have against, the Released Parties relating to, arising out of or connected in any way with (i) the Challenge, (ii) the awarding or redemption of any award, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "Forum") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed upon by the Entrant and Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Challenge. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Entrant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award special or punitive damages against the Entrant or Released Parties. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at [www.arb-forum.com](http://www.arb-forum.com). If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

**19. PRIVACY POLICY:** Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <https://everfi.com/privacy-policy>. Sponsor may share your information with Presenter, which will use such information in accordance with its independent privacy policy posted at <https://www.thetruth.com/terms-of-service>. By entering the Challenge, you grant Sponsor permission to share your Submission including your email address and any other personal information with the other Challenge Entities for the purpose of public voting, administration, and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described herein or in accordance with Sponsor's privacy policy.

**20. SPONSOR:** EVERFI, Inc 2300 N Street N.W., 5<sup>th</sup> Floor, Washington, D.C. 20037.

**21. PRESENTER:** Truth Initiative, 900 G Street, NW, Fourth Floor, Washington, D.C. 20001.

**22. ADMINISTRATOR:** Creative Zing Promotion Group, 2265 Lee Road, Suite 229, Winter Park, FL 32789.

**23. WINNER LIST:** For the name of the winners, send your request along with a stamped, self-addressed envelope to the "Creative Zing – Know the Truth Art Challenge" Winner List, 2265 Lee Road, Suite 229, Winter Park, FL 32789. Requests for winners' names must be received no later than July 30, 2021.

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