

My Better World Contest

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. SPONSOR:** My Better World Contest (“Contest”) is sponsored by Impact(Ed) International 8403 Colesville Rd., Suite 306, Silver Spring, Maryland 20910 (“Sponsor”).
- 2. ELIGIBILITY:** To enter the Contest, you must, as of the start of the Contest Period (defined below), (i) be age 13 or over; and (ii) have an Instagram or Facebook account in good standing and Internet access. Employees, officers and directors of Sponsor, its advertising and promotion agencies, and its respective parent companies, affiliates, franchisees, subsidiaries and agencies, and their immediate families (parents, siblings, children and spouses of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors, are ineligible to participate in this Contest. The Contest is subject to all applicable national, state/provincial, and local laws and is void where prohibited. The Contest is in no way sponsored, endorsed, approved or administered by, or associated with, Instagram or Facebook.
- 3. CONTEST PERIOD:** Entries must be submitted between 9 AM U.S. Eastern Time (“ET”) on May 25, 2021 and 11:59 PM ET on July 31, 2021 (“Contest Period”). Sponsor’s computer, or that of its designee, shall serve as the official timekeeper for the Contest.
- 4. HOW TO ENTER:** Help us make the world better by posting a video or photo of you making your world better. Each entry must be inspired by the themes in the TV show “My Better World” (the “Theme”). During the Contest Period, participants must do the following to submit their entry:
 - a. If entering via Instagram
 - i. Allow your Instagram posts to be visible to the public by going to your Instagram profile, clicking on “Edit Your Profile,” and ensuring that the “Posts are Private” button at the bottom of the screen is turned off;
 - ii. Create a photo or video inspired by the Theme and post it on Instagram. By submitting your photo or video, you’re verifying that Impact(Ed) has the legal rights to use and share your photo or video in any manner or media.
 - iii. In the caption or post copy, tag @MyBetterWorldShow and include the hashtag #MyBetterWorldChallenge in the caption of your post.
 - b. If entering via Facebook
 - i. At the start of the Contest Period, Sponsor will publish a post about the Contest to its official Facebook Page located at <https://www.facebook.com/mybetterworldshow/> (“Contest Post”).
 - ii. Upload your photo or video to any public photo or video sharing website and post a link to the video in the comments below the Contest Post. Make sure that your photo or video is visible to the public.

NOTE: Limit one (1) entry per person regardless of method of entry. Entries must be received during the Contest Period to be eligible. Entries must also comply with the “Entry Requirements” described below. Any use of automated, robotic, macro, programmed or similar quick-entry programs, or attempts to exceed the maximum number of entries permitted, is prohibited and will result in disqualification. In case of dispute, entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor will not verify receipt of entries. Entries become property of Sponsor and will not be returned.

5. **ENTRY REQUIREMENTS:** Ineligible entries include entries that fail to comply with these Official Rules, as well as those that are, in whole or in part, unlawful, threatening, abusive, harassing, defamatory, libelous, hateful, embarrassing to another person or entity, deceptive, obscene, invasive of another’s privacy, tortious, contain racial slurs, depict unsafe, abusive, or violent behavior, violate or infringe the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights, contain explicit or graphic descriptions or accounts of sexual acts, or are not within the spirit of the Contest, as determined by Sponsor in its sole discretion (“Entry Requirements”).
6. **SELECTION AND NOTIFICATION OF THE PRIZE WINNER:** On or about June 15, 2021, July 1, 2021, and August 1, 2021, a panel of judges selected by Sponsor will select up to ten (10) potential winners from among all eligible entries received during the Contest Period. Entries will be evaluated and potential winners will be selected according to the following objective criteria:
 - a. Creative interpretation of the Theme (40%);
 - b. Community impact (40%);
 - c. Execution/artistry (20%).

The decisions of the judges will be final in all instances. In the event of a tie, the entry that received the highest score under “creative interpretation of the Theme” will be deemed the finalist.

The potential winners will first be notified using a private message via Instagram or Facebook and subsequently must submit a mailing or email address as instructed by Sponsor. If a potential winner does not submit a mailing or email address as instructed within a twenty-four (24) hour period from when the notification is sent then such person may be disqualified and the finalist with the next highest amount of votes may be selected as the potential winner.

Except where prohibited by law, potential winners must complete an Affidavit of Eligibility and Liability and Publicity Release (“Affidavit”) in accordance with the instructions listed in the prize notification correspondence. If a potential winner fails to provide the Affidavit within the required period of time, Sponsor may, in its sole discretion, disqualify potential winner and select an alternate potential winner. Non-compliance with these Official Rules, failure to return all required documentation by the stated deadline or Sponsor’s inability to contact a potential winner, as determined in Sponsor’s sole discretion, may result in disqualification. NOTE: Potential winner is subject to verification by Sponsor, whose decisions are final and binding in all matters related to the

Contest. An entrant is not a winner of any prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete.

7. **PRIZE:** Winners will be featured in a new digital series about young people making their world better. Sponsor will reach out to winners to learn more about their work and do an extended virtual interview with them. Odds of winning depend on the number of entries and the skill of the entrants. No transfer, substitution for prize is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater value if the prize or any portion of the prize cannot be awarded, in whole or in part, as described for any reason. Actual prize may differ from any promotional images. Prize winner is responsible for all federal, state, or local taxes associated with prize acceptance.
8. **DISQUALIFICATION:** If an entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then such entrant will be disqualified. If a prize, prize documentation or prize notification is returned as undeliverable or unclaimed, this will result in disqualification. In the event a finalist or the potential winner is deemed ineligible or disqualified for any reason under the provisions of the Official Rules, then the entry with the next highest score under the judging criteria listed above will be selected an alternate finalist or potential winner, respectively, if time permits.
9. **PRIVACY:** Entry in the Contest constitutes consent to the transfer of the personal information collected from the entrant to the Sponsor for the purposes of administering the Contest and for such other purposes to which entrant may consent as outlined herein or on the Contest website.

10. INTELLECTUAL PROPERTY RIGHTS:

Warranty. By posting a video or image in connection with the Contest, each participant warrants and represents that the video or image submitted is his/her own original work created and photographed by the participant and has not been previously published, has not won a previous prize or award, that participant owns or otherwise controls all of the rights to the video or image (including, without limitation, the rights in any photographs or other content pictured within the video or image) and that the image submitted by participant does not violate any law, regulation or any right of any third-party, including but not limited to rights of copyright, trademark, publicity and/or privacy.

License. Except where prohibited by law, by posting a video or image in connection with the Contest and/or accepting a prize, participants grant to the Sponsor the right, without limitation, to use the recipient's name, city, state, likeness, photo, and/or entry for promotional, advertising or other purposes, and to display the selected video or image in any media now known or hereinafter developed, including, but not limited to, Sponsor's website(s) and/or social media account(s). Participants further agree to grant to the Sponsor a world-wide, royalty free, non-exclusive, perpetual, irrevocable license to reproduce and use the video or image for any purpose whatsoever, including, but not limited to, in connection with clothing, apparel, and/or related accessories, without compensation or further permission, including but not limited to an irrevocable and perpetual, royalty-free, worldwide right, in all media (now known or later developed) to assign, sub-license, use, publish, edit, adapt, modify, alter, reproduce, distribute, broadcast, display, copyright,

create derivative works or otherwise exploit the video or image for commercial or non-commercial use, and without compensation to the participant.

11. CONTEST CONDITIONS: By entering, each entrant agrees: (a) to be bound by these Official Rules and any other documents required by Sponsor herein and by the decisions of the Sponsor, and to waive any right to claim ambiguity in this Contest, the Official Rules or any other documents required by Sponsor herein, (b) to indemnify, defend and hold harmless Sponsor, Instagram, Inc., Facebook, Inc., and their respective employees, officers, directors, shareholders, representatives, agents, parent companies, affiliates, franchisees, subsidiaries and agencies (collectively, "Released Parties"), from and against any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses arising out of or related to any statement, action or failure to act by entrant during or in connection with his/her participation herein and/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor and, (c) not to sue and to hereby irrevocably and unconditionally release, discharge and hold harmless the Released Parties from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which entrant (or entrant's successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm, resulting in whole or in part, directly or indirectly, from (i) participation in the Contest or any Contest related activity, (ii) the acceptance, possession, misuse or use of the prize, (iii) the use of any of the rights granted herein (including, without limitation, the use and exploitation of the participant's entry, name, address [city and state], biographical information, statements, voice, photograph, and/or other likeness), (iv) any malfunction or other problem with any Contest website or webpage, (v) any error in the collection or retention of entry information, and (vi) any typographical or other error in the printing, offering or announcement of any prize.

12. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for lost, late, stolen, deleted, misdirected, undeliverable or incomplete entries due to system errors or failures or faulty transmissions or other telecommunications malfunctions; and/or entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system/human errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, cable connections, or satellite transmissions, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on the Internet or at a website, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate. Proof of transmission does not constitute proof of entry. The Released Parties are also not responsible for any malfunction of any Contest website or webpage or error in the collection, processing or retention of entry information.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

13. TERMINATION/SUSPENSION/MODIFICATION OF SWEEPSTAKES: If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the Contest, Sponsor reserves the right in its sole discretion to terminate, modify or suspend the Contest and to select the winner by conducting a random drawing from those eligible entries received up to the time of the termination/suspension. Sponsor may also disqualify or prohibit an entrant from participating in the Contest or winning a prize in this or any other promotion conducted by Sponsor if, at its sole discretion, it determines that said entrant has violated the Official Rules or has threatened or is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices (including the use of automated quick-entry programs), or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

14. DISPUTES: The Contest is governed by the laws of Maryland, without regard to the conflicts of law provisions. All disputes, claims or demands that relate to these Official Rules will first be brought to the attention of the other party and will be resolved individually, without resort to any form of class action. The receiving party shall have sixty (60) days from the date of such notice to remedy the described breach or violation and notify the complaining party in writing of the resolution. If the dispute, claim or demand is not resolved to the satisfaction of the complainant within 60 days, the complainant may request an informal resolution conference (mediation), which if agreed to by the other party will be scheduled to occur within 21 days of the written response. Each party shall have the right to be represented at such a conference by counsel and will ensure that a decision-maker with full and complete authority to resolve the dispute attends the conference. Such conference will be in front of a third-party mediator chosen by the parties. If the parties do not agree to conference or are unable to resolve a dispute after such a conference, and except where prohibited by law, the parties agree that exclusive jurisdiction for any dispute, claim or demand related in any way to these Official Rules will be decided by binding arbitration. All disputes between the parties, of whatsoever kind or nature arising out of these Official Rules, shall be submitted to JAMS for binding arbitration under its applicable rules then in effect, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

15. WINNERS LIST: For a complete list of prize recipients, please contact Sponsor at Regan Alsup ralsup@impacted.org, 8403 Colesville Rd., Suite 306, Silver Spring, Maryland 20910 by no later than September 30, 2021.

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