

## #ARTXFREEDOM Art Contest Official Rules and Terms of Agreement

### **NO PURCHASE OR PAYMENT REQUIRED TO ENTER OR WIN. VOID WHERE PROHIBITED.**

These Terms of Use for User-Generated Content (“**UGC Terms of Use**”) describe the terms and conditions under which Exodus Cry, Inc., and its affiliates and subsidiaries (collectively, “**Exodus Cry**”) operate the #ARTXFREEDOM Contest (the “**Contest**”) and how Exodus Cry may use that content created and submitted by you, as more specifically identified in Exodus Cry’s communication to you via its websites, emails and social media accounts regarding the Contest (the “**User-Generated Content**”).

By clicking “I Accept” or “I Agree”, you agree to be bound by these UGC Terms of Use, without limitation or qualification. Exodus Cry reserves the right to modify these UGC Terms of Use by posting new versions thereof, as well as the right to provide additional notice of material changes, which modifications and changes will be effective immediately.

1. **ELIGIBILITY.** The Contest is open only to legal residents of the United States and District of Columbia where permissible by law, who are at least 18 years of age. Employees, officers and directors (including immediate family members (spouse, child, sibling, parent and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Exodus Cry and each of their parents, affiliated organizations, and subsidiaries are not eligible to participate or win a prize. Proof of residency and age may be required. The Contest is subject to all applicable federal, state and local laws, rules and regulations. Void where otherwise prohibited or restricted by law, rule or regulation. Odds of winning depend on the total number of eligible entries received during the Submission Period.
  - 1.1. **FOR NON-US RESIDENTS ONLY:** Though all non-United States legal residents (“**Nonresidents**”) are ineligible to participate in the Contest, have their User-Generated Content declared a finalist or winner, or win any prizes, nonresidents may still participate in the #ARTXFREEDOM Traffickinghub Campaign by submitting their User-Generated Content in the same manner as described below. By submitting your User-Generated Content, you acknowledge that you are doing so with the understanding that you are not eligible to participate in the Contest, be declared a finalist or winner, or win any prizes. You further acknowledge that these UGC Terms of Use apply to you and you agree to be bound by them, including but not limited to the rights in your User-Generated Content granted to Exodus Cry.
2. **TIMING.** The contest opens for submissions on Thursday, June 18, 2020 and closes Monday, July 20, 2020. Entries must be received by Monday, July 20, 2020 at 11:59 p.m. Central Daylight Time (the “**Submission Period**”). Entries received prior to or after the Submission Period are disqualified.
3. **TO ENTER.** You can enter the contest during the Submission Period by accessing and completing the contacts details entry form located on [traffickinghub.com/artxfreedom](https://traffickinghub.com/artxfreedom) and filling out the artwork submission form when submitting your finished piece. You must complete all required information in order to be eligible. It is your responsibility to ensure timely submission of entries. No submissions will be accepted after the deadline for any reason. The sole determinant of time for the purposes of online entries will be the time stamp on form submissions to the form website server.
4. **USE OF DATA.** Exodus Cry will be collecting personal data about participants (including, without limitation, name, phone number, mailing address, gender, age and email addresses) when they enter the contest online. Exodus Cry is entitled to use personal data contained in all entry forms in accordance with Exodus Cry’s privacy policy (<https://exoduscry.com/privacy-policy/>). Notwithstanding any contrary provision in Exodus Cry’s privacy policy, entrants grant to Exodus Cry, and Exodus Cry reserves, the right to use any and all information related to the contest, including information provided by entrants in connection with the contest, for any purpose, unless prohibited by law. Entrants may be required to sign a release, which grants Exodus Cry the right to use and publish their proper name

online or in any other media in connection with the contest. In order to accept a prize, entrants (excluding from Tennessee and where otherwise prohibited by law), shall be required to sign a release that grants permission to Exodus Cry to use his or her name, photograph, likeness, prize information and/or biographical information without future compensation.

**5. SELECTION AND NOTIFICATION OF WINNER.** Eligible submissions will be judged by the requirements noted in the Contest guidelines. The Exodus Cry Creative Team will evaluate all eligible submissions and choose a yet-to-be-determined number of finalists on Wednesday, July 22, 2020. All decisions regarding finalists are final and will be posted online on Wednesday, July 22, 2020. Winners will be determined by the results of public online voting which will commence on Wednesday, July 22, 2020 and close at 11:59pm CDT on Sunday, July 26, 2020. Winners will be announced publicly online according to the following schedule: (a) third place announced on Monday, July 27, 2020; (b) second place announced on Tuesday, July 28, 2020; and (c) first place announced on Wednesday, July 29, 2020. Contest winners will also be notified via email and must contact Exodus Cry within 5 calendar days from the date the notification is sent to claim the prize. Failure to contact Exodus Cry within the 5-day period will result in disqualification and the right for Exodus Cry to select a new winner based on the results of the public online voting.

**5.1. Prizes.** First Place: \$1000 cash, plus Traffickinghub Activist Artist Award, plus Traffickinghub Merchandise Box, approximate retail value (“ARV”) of \$100. Second Place: \$500 cash, plus Traffickinghub Merchandise Box, ARV of \$100. Third Place: \$500 cash, plus Traffickinghub Merchandise Box, ARV of \$100. Total value of all prizes is \$2300. Prize consists of only those items specifically listed as part of the prize. Limit one prize per family or household. No substitution or transfer of prize permitted by winners. Exodus Cry reserves the right to substitute a prize of equal or greater value. All prizes will be awarded. If a potential winner is disqualified for any reason, Exodus Cry will award the applicable prize to an alternate winner based on the results of the public online voting.

**6. REPRESENTATIONS AND WARRANTIES.**

**6.1.** You represent and warrant that: (i) your User-Generated Content is all your own original work and that you have obtained all the required rights, consents, permissions and clearances necessary to grant the license set forth below; (ii) no content, materials or information used in your User-Generated Content infringes or misappropriates the copyright, trademark or other intellectual property, privacy, or publicity rights of any third party; (iii) you have not entered into any agreements with third parties that could impair Exodus Cry’s right to use your User-Generated Content; (iv) any persons whose image is used in your User-Generated Content has given their consent for such use and has waived any rights they may have in that image as incorporated into your User-Generated Content; and (v) you will provide to Exodus Cry, at Exodus Cry’s request, written confirmation that you have obtained all required rights, consents, permissions and clearances referenced in this paragraph.

**6.2.** Your User-Generated Content must not contain any: (i) pornography, nudity or sexually explicit imagery; (ii) lewd, obscene, offensive, hateful or abusive imagery or language; (iii) harassing, disparaging or defamatory content; (iv) content that compromises the privacy or safety of yourself or others; (v) content that demeans a particular gender, sexual orientation, disability, race, ethnicity, nationality or religion; (vi) violent or dangerous behavior; (vii) spam, advertising or other commercial activities; (viii) any other type of content that is indecent, immoral, discriminatory, or encourages illegal activity or portrays such in a positive or approving manner; or (ix) worms, viruses or other harmful code. Any sexual imagery or portrayals must be suitable for general public viewing. Exodus Cry reserves the right to disqualify any User-Generated Content that it determines, in its sole and absolute discretion, contains any of the foregoing content or otherwise violates the representations and warranties in these UGC Terms of Use.

- 7. RIGHTS IN USER GENERATED CONTENT.** By submitting your User-Generated Content to the Contest, you hereby grant to Exodus Cry a worldwide, non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to use, copy and store for backup and archival purposes, transmit, broadcast, distribute, reproduce, modify, adapt, translate, reformat, transcode, and otherwise create derivative works of, publicly perform, record, re-record, synchronize with visual images and motion pictures, your User-Generated Content in any manner, in whole or in part, to incorporate your User-Generated Content into other works, and to otherwise exploit your User-Generated Content in any format or medium now known or later developed, including, without limitation Exodus Cry's website(s), blog(s), mobile website(s), mobile app(s), email(s), Exodus Cry-branded digital and social media channels and displays at Exodus Cry campuses, events and other locations. (collectively, the "Uses"). Exodus Cry shall not be obligated to use any User-Generated Content.
- 8. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EXODUS CRY, ANY THIRD PARTY SUBLICENSEE OF EXODUS CRY, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS, ARE NOT LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR RESULTING FROM THESE UGC TERMS OF USE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES, HOWEVER SUCH DAMAGES ARE CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURY, DAMAGES, LOSSES OR EXPENSES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

  - 8.1.** IN THE EVENT THE USER-GENERATED CONTENT CAUSES ANY TECHNICAL DISRUPTION, YOU AGREE TO BE RESPONSIBLE FOR ANY AND ALL LIABILITIES AND COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES) ARISING FROM ANY AND ALL CLAIMS BROUGHT BY THIRD PARTIES BASED UPON SUCH TECHNICAL DISRUPTIONS. WITHOUT LIMITING THE FOREGOING, YOU SHALL BE SOLELY LIABLE FOR ANY DAMAGES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF INFRINGEMENT OF PROPRIETARY RIGHTS OR ANY OTHER HARM ARISING FROM THE USER-GENERATED CONTENT.
  - 8.2.** Exodus Cry assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of unauthorized access to, or alternation of, entries. Exodus Cry is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry received by Exodus Cry on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Contest.
  - 8.3.** Exodus Cry will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk email, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this Contest; by any human error which may occur in the processing of the entries in this Contest; or any typographical, technological, or other error in the publishing of the offer, administration of the Contest, or announcement of the prizes. If, in Exodus Cry's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the Contest, or if technical difficulties (including viruses and bugs) compromise the integrity of the Contest, Exodus Cry reserves the

right to, in its sole discretion, cancel or modify this Contest in a manner deemed appropriate by Exodus Cry. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form.

**9. INDEMNITY & RELEASE.**

**9.1.** You agree to indemnify, defend and hold Exodus Cry, its agents, suppliers, licensees, successors, or assigns, and/or its and their respective officers, trustees, directors, employees, contractors and agents (collectively, the “**Indemnified Parties**”) harmless from and against any and all damages, liability, claims, actions, demands and costs (including, without limitation, reasonable attorneys’ fees and costs of settlement) arising out of any breach by you of these UGC Terms of Use.

**9.2.** Without limiting anything set out above, you hereby release each of the Indemnified Parties from all damages, liability, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with these UGC Terms of Use.

**10. TERMINATION.** These UGC Terms of Use are effective until terminated by Exodus Cry, with or without notice to you. Those terms and conditions of these UGC Terms of Use that, by their nature, are intended to survive termination (e.g., Limitation of Liability, Indemnity and Release) shall so survive.

**11. CHOICE OF LAW; VENUE.** These UGC Terms of Use shall be governed by the internal substantive laws of the State of California, without regard to its conflict of law principals. Jurisdiction for any claims arising under these UGC Terms of Use shall lie exclusively with the state or federal courts in Sacramento County, California. To the fullest extent permitted by applicable law, no claim under these UGC Terms of Use may be joined to any other claim and no class action proceedings will be permitted.

**12. ENTIRE AGREEMENT; WAIVER.** These UGC Terms of Use constitute the entire agreement between you and Exodus Cry with respect to the Contest and the User-Generated Content. The failure of Exodus Cry to exercise or enforce any right or provision of these UGC Terms of Use shall not constitute a waiver of such right or provision. If any provision of these UGC Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these UGC Terms of Use, which shall remain in full force and effect. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these UGC Terms of Use must be filed within one (1) year after such claim or cause of action arose. These UGC Terms of Use and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these UGC Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**13. WINNERS LIST.** For the names of all prize winners available after July 30, 2020, send a self-addressed, stamped #10 envelope to: Exodus Cry, Inc., ATTN: #ARTXFREEDOM Contest, 1017 L Street, #2223, Sacramento, CA 95814.

**14. CONTEST SPONSOR.** Exodus Cry, Inc., 1017 L Street, #2223, Sacramento, CA 95814.