



"Inspired by You" Photo Contest 2020

Together, we are Inspire. Photos submissions will be evaluated based on the passion/energy/message of the submission (see official judging criteria within rules). Inspire's own selected panel of judges including employees, board members, patient advocates, community leaders, influencers and partner liaisons, etc., will evaluate entries and select winners.

Note, due to Covid-19, mail in entries will not be accepted.

OFFICIAL RULES "Inspired by You" Photo Contest 2020

NO PURCHASE IS NECESSARY AND A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

SPONSOR = ClinicaHealth, DBA Inspire ("**Sponsor**") 3101 Wilson Blvd., Ste 220, Arlington, VA 22201

CAMPAIGN = Photo Contest;

Entrant = person who submits contest entry for review.

TERMS

The "Inspired By You" Photo Contest **begins June 15, 2020, and ends July 31, 2020 (the "Entry Period")**. Online Entries must be received by 11:59 p.m. (Eastern Daylight Time) on July 31, 2020. Online Entries shall be referred to herein as "Entries" collectively. Entries become the property of Sponsor and will not be returned or acknowledged. Information on how to enter and prizes form part of these official rules ("Official Rules"). This is a skill based contest and chance plays no part in the determination of winners in the weekly or grand prize judging rounds.

WHO MAY ENTER

Contest is open only to Inspire members 18 years of age and older at the time of entry. Employees, officers and directors of Sponsor, its affiliates and subsidiaries, and official Inspire advocacy partners (all such individuals and entities collectively referred to herein as the "Contest Entities"), and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such individuals, whether or not related, are not eligible to enter or win a prize. Members may enter as many times as they like but may only win once a week, per entry. Each submitted image is eligible for one weekly prize.

1. Eligibility: This Campaign is open only to Inspire members over the age of 18 who adhere to contest requirements. CONTEST IS VOID WHERE PROHIBITED.

2. Agreement to Rules: By participating, the Entrant ("You") agrees to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Inspire [Sponsor] as final and binding as it relates to the content of this Campaign. Inspire reserves the right to write and interpret rules and judge submitted content at its discretion.

3. How to Enter: "Inspired by You" is a photo contest sponsored by Inspire. You may enter as often as you like. Submissions must be marked "public" and should be accompanied with a reply text of fifty (50) words or less that describes the photo. Qualified entries will be displayed on Inspire under the following categories:

#Togetherness

#Resilience

#Hope

All photos received by Friday noon EST of each contest week will be evaluated together regardless of whether or not a category is tagged.

You may also apply by going to <https://corp.inspire.com/photo-contest/> and uploading photo entries. All entries must meet the specs below and be accompanied by a reply describing/explaining the photo in approximately fifty (50) words or less.



The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize or have photo featured on Inspire.com. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor.

If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Sponsor.

Requirement to submit a photograph:

- Online entries must be 12 megabytes or smaller, must be in JPEG, JPG or PNG format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image). Digital entries need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable;
- Due to Covid-19, mailed entries cannot be accepted at this time;
- Original transparencies and negatives, or in the case of digital images a minimum 5"x7" 300 dpi (9m) JPEG of the winning photographs must be available to Inspire so they can be published. Do not send transparencies, negatives, or disks to accompany the photographs;
- Photographs taken with digital camera or conventional films are eligible;
- Minor burning, dodging and/or color correction is acceptable. Cropping is acceptable, as are fish-eye lenses. Any changes to the original photograph not itemized here are unacceptable and will render the photograph ineligible for a prize;
- Mounted or framed photographs are not acceptable;

By submitting an entry or by responding to Sponsor's post/email inviting entry into the Contest, entrant agrees to be bound by these Official Rules.

Each entry must be the submitting entrant's own work, and not feature or focus on any material owned or controlled by third parties (unless the entrant can provide written documentation of permission to use any materials owned by a third party in a form and substance determined by Sponsor in its sole discretion). Sponsor is not responsible for collecting permissions from people in photo submissions other than the entrant. The contest follows current terms and conditions of Sponsor as relates to its existing images uploaded to the online community;

There is no right or wrong way to show how us, through your photos, what inspires you. Our own selected panel of Inspire employees, board members, patient advocates, community



leaders, influencers and partner liaisons, etc., will evaluate and select winners. Up to five (5) weekly winners will each receive a \$50 gift card*. Grand prize winner will receive \$1,000*; 2nd Place Grand prize winner will receive \$750*; 3rd Place Grand prize winner will receive \$500*. Two "Members' Choice" winners will each receive \$250*. In addition, all photos that meet eligibility criteria may be used in a photo mosaic that will be presented on Inspire.com and/or in other Inspire promotional materials (print, digital, PR, etc). Additional prizes, including prizes from Nixplay, of Sunnyvale, CA, will also be awarded according to the table below in the Prize Awards Summary Chart section below. Void where prohibited.

Prize Awards Summary Chart

1st place grand prize	\$1,000, plus one Nixplay product (model TBD)
2nd place grand prize	\$750, plus one Nixplay product (model TBD)
3rd place grand prize	\$500, plus one Nixplay product (model TBD)
Member choice winners (2 total)	\$250 apiece, plus one Nixplay product (model TBD) apiece
Nixplay category winners (10 total)	Ten runners-up to the top five placeholders will each receive one Nixplay product (model TBD)

As more fully set forth below, the entrant must provide upon request all appropriate clearances, permissions and releases (including but not limited to releases from all persons appearing in the entry, location releases, and releases from all creative consultants or others who assisted in the creation of the entry) for the entry in a form and substance determined by Sponsor in its sole discretion (in the event a contestant cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable entry, or seek to secure the releases and clearances for Sponsor's benefit, or allow the applicable entry to remain in Campaign); and the entry must not include content that is obscene, pornographic, libelous or otherwise objectionable (including, without limitation, profanity, offensive language, nudity, and excessive violence);

Any entry that, in Sponsor's good faith judgment, violates the Submission Requirements may be disqualified. Entries must be received by the deadlines set forth herein or as otherwise



stated on the Website. The Website's database clock will be the official timekeeper for this Contest. No substitutions of new versions of entries will be accepted under any circumstances once the original entry is submitted for consideration. Any entry that is considered by Sponsor in its sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified.

The entries will be judged together, in accordance with the Judging Criteria, as defined below.

4. JUDGING

Contest consists of one (1) round of evaluation each week for six (6) weeks. Up to five (5) weekly Winners will be chosen by a panel of Inspire employee judges (the "**Judging Panel**"). There is no right or wrong (except as noted above). Photos and accompanying explanations (of approximately fifty (50) words or less in reply field) will be evaluated by the official judging panel using a blended score based on a scale of 0 through 5, with 5 being the highest score, for the following elements: ("**Judging Criteria**")

1. Subject matter – Does the photo align with the explanation?
2. Impact – Does the photo depict or evoke a strong emotion?
3. Creativity – How does the photo convey an idea, message or thought in both an original and imaginative way?
4. Narrative – Does the photo share an imaginative story with you?
5. Quality of photograph – The photo itself is constructed well.

In the event of a tie, the entry with the highest "Creativity" score will be deemed the winner. If a tie still remains, the highest "Quality" score will be deemed the winner. If a tie still remains, the tied entries will be rejudged by the Judging Panel based on the same criteria outlined above. Decisions of the Judging Panel are final and are not subject to appeal.

Judging will take place in two rounds:

- 1) Each week of the contest, the Inspire Judging panel will evaluate weekly submissions that are received between 8am ET Monday and noon (12 p.m.) EST each Friday and



choose up to five (5) winners. Those winners will progress to the final judging round when the contest is closed.

- 2) All weekly contest winners will proceed to the final round of grand prize judging by the Special Judging Panel. From this round, three winners (1st, 2nd, 3rd place) will be selected as Grand Prize Winners.
 - a) In the final round there will also be a Member's Choice category, where weekly winners will be voted upon by Inspire members through the "Support" reaction. Two members' choice winners will be selected and each awarded a \$250 gift card. The 10 runners-up to the top five selections will each receive a product from Nixplay, of Sunnyvale, CA.
- 3) The judging will take place at/after noon (12 p.m.) EST Friday of every business week that the contest is open, and the selected entrants will be notified in writing (via email) using the information provided at the time of entry within five (5) business days. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received for any reason. If, despite reasonable efforts, a potential prize winner does not acknowledge acceptance within five (5) days of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner may forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner may be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded.
- 4) Grand prize judging will take place after the contest is officially closed and submissions received (noon 12pm EST July 31, 2020). Inspire's Special Judging Panel will vote on a grand prize winner, second, and third place winner for each category from previous weeks' winners. Selected entrants will be notified in writing (via email) using the information provided at the time of entry within five (5) business days.

5. THIRD PARTY RELEASES

If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If



any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the photograph entry, authorizing Sponsor and its designees, licensees and parents, subsidiaries and affiliates ("**Authorized Parties**") to reproduce, distribute, display and create derivative works of the photograph in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; and publication on Inspire. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed written license from the copyright owner of any sculpture, artwork or other copyrighted material that appears in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within 7 calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

6. CONTEST PRIZES

THE POTENTIAL WINNERS ARE REQUIRED TO EXECUTE THE FOLLOWING: (1) AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY RELEASE; (2) WARRANTY OF OWNERSHIP AND LICENSE; (3) WHERE IMPOSING SUCH CONDITION IS LEGAL, A PUBLICITY RELEASE; AND (4) ANY OTHER



AFFIDAVITS, DECLARATIONS AND/OR RELEASES OR ADDITIONAL DOCUMENTS THAT MAY BE REQUIRED BY PRIZE SUPPLIER(S) (the «PRIZE CLAIM DOCUMENTS»). UNLESS PROHIBITED BY LAW, THE POTENTIAL WINNER MUST SIGN THESE DOCUMENTS NO LATER THAN FIVE (5) DAYS FROM THE DATE OF RECEIPT OF PRIZE NOTIFICATION IN ORDER FOR SPONSOR TO AWARD THE PRIZE. NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE MAY RESULT IN DISQUALIFICATION AND, AT SPONSOR'S DISCRETION, SELECTION OF AN ALTERNATE WINNER. *WINNERS WHO ARE NOT U.S RESIDENTS MAY ONLY BE ELIGIBLE TO RECEIVE RECOGNITION IN PLACE OF PRIZES.

7. Prizes: All entrants that meet entry criteria will receive a badge that can be added to their profile. Up to five (5) weekly winners will each receive a \$50 gift card*. Grand prize winner will receive \$1,000*; 2nd Place Grand prize winner will receive \$750*; 3rd Place Grand prize winner will receive \$500*. Two "Members' Choice" winners will each receive \$250*. The 10 runners-up to the top five selections will each receive a product from Nixplay, of Sunnyvale, CA. In addition, any/all photos that meet eligibility criteria may be used in a photo mosaic that will be presented on Inspire.com and/or in other Inspire promotional materials (print, digital, press releases, etc).

Actual prize/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by [Sponsor]. Sponsor has the right to change or withhold the prize at any time for any reason. No cash or other prize substitution shall be permitted except at [Sponsor] discretion. Grand prize winner will receive \$1,000*; 2nd Place Grand prize winner will receive \$750*; 3rd Place Grand prize winner will receive \$500*. Two Members' Choice winners will each receive a \$250 gift card*. The 10 runners-up to the top five selections will each receive a product from Nixplay, of Sunnyvale, CA. The value of the products are approximately \$200 each. In addition, all photos that meet eligibility criteria may be used in an official contest photo carousel, and possibly a photo mosaic that will be presented on Inspire.com.

The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, country, state, and/or local taxes, shall be the sole responsibility of the Winner. Winner must sign an affidavit to receive the prize. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize and/or recognition constitutes permission for [Sponsor] to use Winner's username, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Please allow 6-8 weeks for delivery of prizes.

8. Odds: The odds of winning depend on the number of eligible entries received.



9. Winner Selection and Notification: Winners will be selected [Contest Winner Selection Method] under the supervision of [Sponsor]. Winners will be notified by [winner notification method] within five (5) business days following selection of Winners. [Sponsor] shall have no liability for Winners' failure to receive notices due to spam, junk email or other security settings or for Winners' provision of incorrect or otherwise non-functioning contact information.

If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all country, federal, state, and local laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at [Sponsor's] sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

Except as set forth herein, no cash alternative or substitution of prizes will be allowed. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between guidelines, disclosures or other statements contained in any such promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due.

10. ENTRANT LICENSES/RELEASES

By entering the Contest, all entrants grant a royalty-free, irrevocable, perpetual, non-exclusive license to Authorized Parties, to reproduce, distribute, display and create derivative works of the entry (along with a username credit) in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including, but not limited to: Display at a potential exhibition of winners; publication of a book featuring select entries in the Contest; publication on Inspire's website or online highlighting entries or winners of the Contest. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to pay any



additional consideration or seek any additional approval in connection with such use. Entrants consent to Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the entry for any purpose which Sponsor deems necessary or desirable. Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each entry even if the entry is disqualified or fails to meet the Submission Requirements or even if it is determined that the entrant who made the entry is ineligible to enter the Contest or win a prize. Submissions will not be returned and become the property of Sponsor.

11. REPRESENTATIONS AND WARRANTIES/LIMITATION OF LIABILITY

Each entrant who enters this Contest represents and warrants as follows: (i) except as set forth herein, the entry is the entrant's own, previously unpublished, and previously unproduced work; (ii) the entry does not contain any computer virus (as applicable), 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 entry does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; (iv) the entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous; and (v) the use of the entry as set forth herein will not give rise to any claims for any payment whatsoever. Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations, covenants, obligations or agreements of entrant hereunder.

12. CONDITIONS

This Contest is subject to federal, state, provincial, territorial and local laws and regulations. Certain restrictions may apply. Sponsor cannot accept mailed entries at this time, and cannot be responsible for late, lost, stolen, damaged, mutilated, incomplete, illegible, misdirected, or postage-due mail. Entries void if the Sponsor determines the entry to not be original, or if the



entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in and/or winner of the Contest, each entrant (and each entrant's parent or legal guardian) irrevocably grants the Authorized Parties and their respective successors, assigns and licensees, the right to use such entrant's name, photograph, likeness, statements, biographical information, and any other personal characteristics, in any and all media in connection with the Contest, and the advertising and promotion thereof and each entrant and/or prize winner hereby release the Contest Entities from any liability with respect thereto.

13. GENERAL LIABILITY RELEASE/FORCE MAJEURE

Entrants agree that the Contest Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or



to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. 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 in these Official Rules 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.

14. NO OBLIGATION TO USE

Sponsor shall have no obligation (express or implied) to use any entry or to otherwise exploit any entry, or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the entry, for any reason, with or without legal



justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

15. DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS

Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in Campaign.

16. FURTHER DOCUMENTATION

If Sponsor shall desire to secure additional assignments, certificates of engagement for the entry, or other documents as Sponsor may reasonably require in order to evidence or effectuate the rights granted in these Official Rules, then each entrant agrees to sign, authenticate and deliver the same upon Sponsor's request therefor.

Entrant shall defend, indemnify and hold the Sponsor, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Entrant in participating in the Campaign, except for injuries and damages caused by the sole negligence of Sponsor.

17. GOVERNING LAW/JURISDICTION

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF DELAWARE 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.

ARBITRATION PROVISION



By participating in this Contest, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Contest Entities relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“**FAA**”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Arlington, VA, or wherever Sponsor designates (iv) 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 Contest; (v) the arbitrator shall apply state law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant’s behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

18. WINNERS LIST



Winners' identities (in the form of their Inspire membership, and city or state of residence, if provided) will be available online at Inspire.com/photo-contest after weekly rounds of judging and again after the final round of judging.

19. DATA PRIVACY

Entrants agree that personal data, especially name and address may be processed, shared and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by the Sponsor in order to verify the participant's identity, postal address and telephone number or to otherwise verify the participant's eligibility to participate in the Contest. Addresses of winners will be shared with Prize Sponsor Nixplay for prize delivery. Entrant information will be used for no other reason.

20. You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules

