"insert TITLE" IMPACT CAMPAIGN

OFFICIAL RULES

Important: Please read these Official Rules before entering and participating in this Challenge (the *"Challenge"*).

By participating in this Challenge, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE IS NECESSARY TO ENTER THIS CHALLENGE.

Challenge void where prohibited. Subject to applicable federal, state, and local laws.

1. Eligibility: The Challenge is open only to legal residents of the 50 United States or the District of Columbia who are at least (insert AGE) years old (or the age of majority in their jurisdiction of residence, whichever is older) upon submission of Contribution (defined below). Directors, officers, members, managers, and employees of insert BRAND NAME ("Sponsor"), insert any other relevant parties, and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, webmasters, and immediate family members (spouse, parent, child, sibling, grandparent, and "step" child, wherever they may live) of each are not eligible to win any Feature. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A FEATURE. To be eligible to win a Feature, entries must be completed and received by the Sponsor in the manner and format designated below and otherwise comply with these Official Rules.

2. Challenge Period: The Challenge contribution period starts at <u>insert time 00:00:00 am/pm</u> (insert Time Zone) on Month, DD, YYYY and ends at <u>insert time 00:00:00 am/pm</u> (insert Time Zone) on Month, DD, YYYY (the "*Challenge Period*"). Sponsor's or its designee's computer is the official time-keeping device for the Challenge. All entries must be received during the Challenge Period and meet other requirements in these Official Rules to be eligible to win a Feature. Proof of Contribution does not constitute proof of receipt by the Sponsor.

- **3. How to Enter:** To enter, complete the following steps during the Challenge Period:
 - i. Go to (Insert Campaign Link) and provide the requested information (e.g., name and email)
 - ii. List choice points and campaign participation details.
 - iii. Visit (Insert Contribution Campaign Link) and submit the image layout to the Sponsor. It will show up alongside other submissions under the "contributions" tab if the content is appropriate and does not get rejected by our content moderators.

By submitting the design and information as instructed above ("*Contribution*"), you agree that your Contribution conforms to the Guidelines and Restrictions below. Sponsor may choose to remove any Contribution or disqualify you from the Challenge if it believes that your Contribution fails to conform with the Guidelines and Restrictions. Upon completion of all required entry steps and compliance with the Guidelines and Restrictions, you will automatically receive one entry into the Challenge.

<u>Limit:</u> (<u>Insert numerical limit</u>) CONTRIBUTION PER PERSON DURING CHALLENGE PERIOD, REGARDLESS OF METHOD OF ENTRY. Any attempt to obtain additional entries, including through multiple or duplicate accounts may result in disqualification.

Contribution Guidelines and Restrictions:

a. Your Contribution must not include or refer to untruthful, incomplete, inaccurate or misleading information.

- **b.** Your Contribution must be your original creation and owned 100% by you, or, alternatively, you must have the full rights to grant the license and other rights that you grant to Sponsor in Section 10 below.
- c. Your Contribution must not (in Sponsor's discretion): (i) violate any third-party rights, including copyrights, trademark rights, or rights of privacy and publicity; (ii) contain disparaging or defamatory statements; (iii) include threats to any person, place, business, or group; (iv) be obscene, offensive, or indecent; (v) depict any risky behavior; (vi) contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; or (vii) contain unauthorized third-party trademarks or logos.
- **d.** You represent and warrant that: (i) the Contribution does not violate any applicable law, rule or regulation; (ii) to the extent the Contribution depicts any individual or features the voice or other qualities of any individual, you are the individual pictured, heard, or otherwise featured in the Contribution, or, alternatively, that you have obtained written permission from each person appearing in the entry to grant the rights to Sponsor described in these Official Rules, and will make written copies of such permissions available to Sponsor upon request; (iii) the Contribution complies with Sponsor's applicable terms of use and policies; and (iv) the Contribution complies with all requirements of these Official Rules.

4. Identity of Entrant: All Contributions must be submitted by the individual entrant. Bulk or automated Contributions will be disqualified (including entries made using any script, macro, bot, or promotional service). Multiple participants are not permitted to share the same e-mail for entry. Any attempt to obtain additional entries through fraud or other illegitimate means will result in disqualification, at Sponsor's discretion.

If there is a dispute about the identity of the entrant, Contributions will be declared made by the authorized account holder of the e-mail address associated with the Contribution. An "*authorized account holder*" means the natural person who is assigned to an e-mail address by an Internet access provider, online 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. A potential winner may be required to provide Sponsor with proof that a potential winner is the authorized account holder of the account associated with the featured Contribution.

5. Selection and Notification of Winner: On or about <u>(insert date, Month, DD, YYYY)</u>, by <u>(Insert Who Makes the final selection i.e. a panel of judges, the Sponsor, Maestro etc.)</u> selected at (a) Sponsor's discretion; and (b) the "Maestro's discretion will score each Contribution based on the following criteria ("*Judging Criteria*"):

Judging Criteria:

(Insert all Judging Criteria and weight each with a percentage value"):

- a. <u>Criteria 1:</u> (E.g. Evaluate based on technique and concept. 25%)
- **b.** <u>Criteria 2</u>: (E.g. Simple, clean line or shape art, minimalistic, and conceptually compelling (25%);
- c. <u>Criteria 3:</u> (E.g. Minimal color palette compositions (25%); and
- d. <u>Criteria 4:</u> (E.g. Explain idea most accurately (25%)

Add more criteria and adjust percentages accordingly.

The submissions that get chosen by the brand and Maestro, will then be <u>(Insert how it will be used)</u> with <u>(Insert Numerical limit)</u> design variants for public upvotes. The <u>(Insert Numerical limit)</u> variants with the most public support will then get <u>(Used as follows and offer the following compensation/value/prize)</u>. <u>Describe how the submissions will be used in detail.</u> (Explain how contributors receive value for submitting: i.e. give the creatives whose designs made it to the production stage, the opportunity to earn from all digital sales, as per the "split" stated on the campaign

page. Every stakeholder, i.e., the brand, the creatives, and the maestro will also be able to donate their earnings in part or in total toward the nonprofit if they so choose.)

The top <u>(Insert Numerical limit)</u> scoring Contributions that are selected by the brand and the contributions most aligned with the Maestro's thesis and thus hand-selected by the Maestro will have the opportunity to be featured. In the unlikely event of a tie, the winners will be determined by the Contribution's score in the following criteria: insert one of above criteria to serve as tiebreaker. Odds of getting a Feature depend on number and quality of eligible entries received.

Sponsor will notify each potential feature and subsequently those whose designs are selected by public vote as the layout that will get minted and manufactured, via (Insert communication methods: e-mail or describe other method on or about insert date Month, DD, YYYY.) To claim a Feature, the potential winner must follow the instructions contained in the notification. To the fullest extent permitted by applicable law, Sponsor may require each potential winner to sign and return, within seven days of being notified by Sponsor, an affidavit of eligibility, liability and publicity release, and other legal, regulatory or tax-related documents required at Sponsor's discretion ("Affidavit and Related Documents") in order to claim a Feature. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) the Affidavit and Related Documents are not signed and returned within seven days of the date the notification e-mail is sent by Sponsor; or (iii) if potential winner is otherwise unable to accept the Feature as stated, the Feature will be forfeited and will be awarded to an alternate winner in accordance with the Judging Criteria. Only three alternate winners will be selected for the/each Feature, after which the remaining Feature(s) will not be awarded. If, by reason of a print or other error, more Features are claimed than the number specified in these Official Rules, the Feature(s) will be awarded to the person with the highest scoring Contribution in accordance with the above selection process from among all valid claimants to award the Feature(s) available.

<u>Verification of Potential Winner</u>: EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CHALLENGE. AN ENTRANT IS NOT A FEATURE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

6. Feature: Describe the list of Features.

a. Feature 1: (E.g. Most Humorous)

b. Feature 2: (E.g. Most Impact aligned)

c. Feature 3: (E.g. Brand Favorite)

d. Feature 4: (E.g. Most Popular)

Add more features if necessary.

Sponsor makes no guarantees that getting Contributions will be used on produced shoe's, which is at Sponsor's sole discretion. If sponsor selects your Contribution to be featured on a shoe, you will be required complete additioanl releases.

<u>Feature Restrictions</u>: Features are not transferable. No substitutions or exchanges of any Feature (including for cash) will be permitted, except that Sponsor reserves the right to substitute a Feature of comparable or greater value for any Feature. Only the number of Features stated in these Official Rules are available to be won in the Challenge. <u>LIMIT (Insert Numerical Limit) FEATURE PER PERSON</u>. Sponsor will not replace any lost or stolen Features or Feature components. Except for applicable manufacturer's standard warranties, the Features are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including any implied warranty of merchantability or fitness for a particular purpose). Any unclaimed or unused Feature (or portion of the Feature package) will remain the property of Sponsor.

ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY FEATURE ARE THE SOLE RESPONSIBILITY OF THE WINNER.

7. Disclaimer: (Insert Brand Sponsor name), (Insert Maestro Name), (Insert Impact Partner name), and Henoscene, and any of their parent companies, subsidiaries, affiliates, professional advisors, consultants, contractors, legal counsel, public relations firms, advertising, fulfillment and marketing agencies, and any of their respective directors, officers, members, managers, and employees (collectively, the "*Released Parties*") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures; (c) any Challenge disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties; or (d) any printing or typographical errors in any materials associated with the Challenge.

8. General Release and Limitation of Liability: By entering the Challenge, you agree to release Sponsor and all Released Parties from any liability whatsoever and waive any and all causes of action, whether under a theory of contract, tort (including negligence), warranty or other theory, arising out of or in connection with the Challenge or delivery, misdelivery, acceptance, possession, use of or inability to use any Feature (including claims for costs, losses, personal injuries, death, or damages of any kind, such as damage to or destruction of property or damages related to rights of publicity or privacy, moral rights, defamation or portrayal in a false light, whether intentional or unintentional).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE CHALLENGE OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CHALLENGE OR ANY FEATURE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE CHALLENGE OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE CHALLENGE OR ANY FEATURE EXCEED \$10. THE LIMITATIONS IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS PURCHASED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD.

9. Use of Name, Likeness, etc.: To the fullest extent permitted by applicable law, entry into the Challenge constitutes permission for (Insert Brand Sponsor name), (Insert Maestro Name), (Insert Impact Partner name), and Henoscene to use your name, hometown, biographical data, aural and visual likeness and Feature information for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any Feature, except where prohibited by law, winner may be required to execute a written consent, confirming Sponsor's right to use winner's name, hometown, biographical data, aural and visual likeness and Feature information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Challenge, you consent to being contacted by Sponsor for any purpose in connection with this Challenge.

10. License to Contribution: By entering the Challenge and providing your Contribution in connection with the Challenge, you hereby grant to (Insert Brand Sponsor name). (Insert Maestro Name). (Insert Impact Partner name), and Henoscene, a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your Contribution, or any portion thereof (including your name and likeness as shown and conveyed in the Contribution), in connection with the Challenge and for other commercial, advertising, marketing, and/or promotional purposes, and to incorporate Contributions, in whole or in part, into other works in any manner, form, media or technology now known or later developed. Sponsor will have no obligation to publish or use or retain any Contribution you submit or to return any such Contribution to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. Sponsor may select participants and Contributions to be placed on shoe designs. If selected by Sponsor, you agree to take, at Sponsor's expense, any further action (including execution of affidavits assigning all rights in your Contributions, tax forms, and other documents) reasonably requested by

Sponsor to effect, perfect or confirm Sponsor's rights as stated in this paragraph. You will not be entitled to compensation for any use by Sponsor, or its agents, licensees or assignees, of your Contribution, although we may consider making additional opportunities available to you (in our discretion).

11. Privacy: See Sponsor's Privacy Policy at [https://www.henoscene.com/privacy-policy].

12. Winner List; Rules Request: For a copy of the winner list, send a stamped, self-addressed, business-size envelope for arrival after (insert date Month, DD, YYYY) a week from when Features are awarded and before the (insert date Month, DD, YYYY) one year later to the address listed in Section 16 below, Attn: "Title of Campaign". To obtain a copy of these Official Rules, visit https://www.henoscene.com/campaigns/lemondeur/i-stand-for/Challenge-rules or send a stamped, self-addressed business-size envelope to the address listed in Section 16 below, Attn: "Title of Campaign" VT residents may omit return postage.

13. Intellectual Property: [INSERT SPONSOR TRADEMARK (E.G., Corporate Brand Trademarked Name) is a trademark of [insert Sponsor Brand/Corporation's Name]. The Challenge and all accompanying materials are copyright © <u>YYYY</u> by [insert Sponsor Brand/Corporation Name]. All rights reserved.

14. Disputes: YOU AGREE THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CHALLENGE OR ANY FEATURE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE _____ DISTRICT OF [Insert State] OR THE APPROPRIATE STATE COURT LOCATED IN [New York, NY]. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF [Insert State], WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

15. General Conditions: By participating in the Challenge, you agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its discretion, and to modify, suspend or cancel the Challenge or any entrant's participation in the Challenge should viruses, bugs, unauthorized human intervention, pandemics, public disruptions, or other causes beyond Sponsor's reasonable control affect the administration, security or proper play of the Challenge, or Sponsor otherwise becomes (in its discretion) incapable of running the Challenge as planned. Entrants who violate these Official Rules, violate any law, rule, or regulation in connection with participation in the Challenge, tamper with the operation of the Challenge or engage in any conduct that is detrimental or unfair to Sponsor, the Challenge, or any other entrant (as determined in Sponsor's discretion) are subject to disqualification from the Challenge. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Challenge. Sponsor reserves the right to disqualify any entries received that contain inappropriate or offensive content. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. The use of the terms "include" or "including" in these Official Rules is illustrative and not limiting.

16. Sponsor: (Insert Brand Name), (Insert Brand HQ Address)