

2019 “DISNEY & POINTS OF LIGHT VOLUNTEER FAMILY OF THE YEAR” CONTEST OFFICIAL RULES

The 2019 “Disney & Points of Light Volunteer Family of the Year” Contest (the “**Contest**”) begins at 9:00 AM Eastern Daylight Time (“**EDT**”) on May 16, 2019 and ends at 11:59 PM Eastern Standard Time (“**EST**”) on November 23, 2019 (the “**Contest Period**”). The Contest consists of a Nomination Period and Judging Period. Program is subject to all applicable federal, state and local laws. For the purposes of this Program, Sponsor’s computer will be the official timekeeper of the Program. Void where prohibited by law. Disney (as defined below) and its affiliates are not sponsors of the Contest.

1. SPONSOR: Points of Light, 600 Means Street, Suite 210, Atlanta, GA 30318.

2. ELIGIBILITY: Only representatives of nonprofit organizations and schools that have applied and been approved to participate in the *Disney Family Volunteer Reward Program* by or before June 20, 2019, at <https://www.pointsoflight.org/disneyrewards/> (each, a “**Nominator**”) are eligible make a submission for the Contest on behalf of their nonprofit organization or school.

Nominators may nominate families consisting of no more than 10 individuals, all of whom are legal residents of the 50 United States (excluding Puerto Rico) or the District of Columbia and which satisfy the other criteria set forth below (each, a “**Member**”). The term “**Nominee**” refers to all of the Members who are included in the same Submission. Families come in all shapes and sizes – it is up to the Nominators to determine what they determine to be a “family” for the purposes of this Contest.

Nominators must obtain each Member’s permission (including the permission of the Member’s parent/guardian if the Member is a minor) to make a Submission that includes the Member prior to nominating the Member. Each Member must have participated in volunteer work together, and at least one (1) Member must be 18 years or older. If the Nominee becomes a Finalist, all of its Members must be available on: (1) November 1, 2019 for a potential in-person notification if the Nominee is selected as the Volunteer Family Winner, with further details to be provided to Semi-Finalists, and (2) to be at *Walt Disney World*[®] Resort in Florida on or about November 23, 2019.

Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Points of Light Foundation (“**Sponsor**”), The Walt Disney Company and its affiliates, including but not limited to Walt Disney Parks and Resorts U.S., Inc. and Disney Destinations, LLC (“**Disney**”), any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest and/or their respective parent, subsidiary, affiliated, and successor companies (collectively, the “**Entities**”), and immediate family members and household members of such individuals, are not eligible to be included among the Nominees. “**Immediate family members**” means parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. “**Household members**” means individuals who share the same residence at least three (3) months a year, whether related or not.

Members are subject to verification of eligibility and identity per these Official Rules, which may include a background check and completion of any documentation required by Sponsor to complete such background check, the results of which must be completely satisfactory as determined

by Sponsor in its sole discretion.

3. HOW TO ENTER: To enter the Contest, between May 16, 2019 and June 20, 2019 EDT (the “**Nomination Period**”):

Nominators must visit <https://www.pointsoflight.org/disney-volunteer-family-of-the-year/> and follow the directions provided to complete and submit the *Disney & Points of Light Volunteer Family of the Year - Nomination Form* (“**Submission**”). In the Submission, Nominators will be required to include general information about the Nominator and Nominee, information about the volunteer activity that the Nominee has engaged in, a description of the family composition, and city/state of each Member, contact information for one adult Member, and an essay of up to 500 words (the “**Essay**”) describing why the Nominee should be selected as the Disney & Points of Light Volunteer Family of the Year. All Submissions must be received by 11:59 PM EDT on June 20, 2019.

Nominee’s volunteer nonprofit activities must have occurred in the fifty (50) United States. The foregoing as well as all eligibility determinations relating to Nominees shall be at the sole discretion of Sponsor.

Nominator acknowledges and agrees that Sponsor may obtain many Submissions in connection with this Contest and/or other Contest promoted by the Sponsor, and that such Submissions may be similar or identical in theme, idea, format or other respects to other Submissions submitted in connection with this Contest and/or other Contests sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Nominator waives any and all claims Nominator may have had and/or may have in the future, that any Submission and/or other works accepted, reviewed and/or used by the Nominator that may be similar to its Submission, or that any compensation is due to Nominator in connection with such Submission or other works used by Sponsor.

4. LIMIT: Nominators may make only one (1) Submission (i.e., for one (1) Nominee).

5. JUDGING: Judging will take place in the following three (3) phases:

I. Judging Phase I (Phase I Nominee Selection Period): From May 16 - June 30, 2019, a judging panel (the “**Judges**”) consisting of qualified individuals from Sponsor and Disney will review the Essays and select eighty (80) Nominees (each, a “**Phase I Nominee**”) based on the judging criteria listed below (the “**Primary Judging Criteria**”). In the event that there is an insufficient number of Nominations of sufficient quality, Sponsor has the right to select fewer than 80 Submissions to continue to Judging Phase II:

- a) **Service (35%).** How does the nominee family make the world a better place through creative, imaginative or otherwise extraordinary service to the community?
- b) **Inspiration (35%).** Does the nominee family’s story warm your heart, make you want to tell your friends about their story and inspire others to act?
- c) **Courageous Spirit and Teamwork (30%).** When the nominee family learns of a community need, do they routinely go above and beyond as a team to answer the call for

help? Does each member of the nominee family utilize their individual talents when coming together as a team united for good?

On or about July 1, 2019, each Member of the Phase I Nominees will receive eligibility paperwork (including signed release forms) (“**Release Paperwork**”) which will be required to be completed on or around July 14, 2019, in order for their Submission to continue to Judging Phase II. In addition, during Judging Phase I, each Phase I Nominee will be required to provide by July 14, 2019, a video that is up to 2 minutes long (each, a “**Video**”) explaining why the Phase I Nominee deserves to be selected as the Disney & Points of Light Volunteer Family of the Year. Nominee must NOT include any personal information (e.g., last name, e-mail address or phone number) in the Video itself or the Video title as the Video and/or Video title may be publicly displayed. The Video file must be in one of the following formats: .mov or .mp4 and the total file size must be no larger than 1 GB. The Video must contain no music, no costumes or characters (including Disney characters), no brands that are prominently displayed (e.g., on t-shirts, drink cans, posters, etc.). All of the Members must be included in the Video; no other individuals should appear in the Video. Additional guidance will be provided regarding to the Phase I Nominees regarding the making of the Video. Additionally, Phase I Nominees will be required to provide at least one photo of their Nominee “family” for potential publicity use; photos will not be used in judging Submissions.

In addition, Nominators whose Nominees have been selected as a Phase I Nominee will be required to provide the required verification documentation to Sponsor regarding their eligibility for the Contest (“**Nominator Paperwork**”) by July 14, 2019. All Release Paperwork and Nominator Paperwork must be completed and provided to Sponsor by the stated deadline before a Phase I Nominee Submission will be considered for Judging Phase II.

Phase I Nominees may be subject to verification of eligibility and identity per these Official Rules, which may include a background check, a confidentiality agreement, and completion of any documentation required by Sponsor to complete such background check, the results of which must be complete by August 21, 2019, and be completely satisfactory as determined by Sponsor in its sole discretion.

Any of the Videos, photos, and Essays, including portions thereof, may be featured by Good Morning America and other television stations during August 22 – December 31, 2019.

II. Judging Phase II (Top 30 Finalist and 5 Alternates): The Judges will review the Phase I Nominees’ Essays and Videos to select thirty (30) semi-finalist Nominees (each, a “**Semi-Finalist**”) and 5 alternate Semi-Finalists.

The Judges will review Essays and Videos, and score each Nominee based on the Primary Judging Criteria. In the event that there is an insufficient number of Videos of sufficient quality, Sponsor has the right to select fewer than 30 Videos.

III. Judging Phase III (Top 5 Finalists): At least one Member of the Semi-Finalists will be required to participate in a brief interview with Sponsor (the “**Interview**”), scheduled at their convenience between August 22 – September 23, 2019, to help Sponsor learn more about Nominee’s volunteer service, impact of the service, and motivation of the Members to engage in volunteer work. The Judges will review the Semi-Finalists’ Essays, Videos, and Interviews to select five (5) finalist Nominees (each, a “**Finalist**”). Judging will be based on the Primary Judging Criteria, which will be further weighted as follows:

- a) Essay: 33.33 %
- b) Video: 33.33 %
- c) Interview: 33.33 %

The Finalists will be notified by telephone and/or mail on or about October 7, 2019. In the event that there is an insufficient number of Videos of sufficient quality, Sponsor has the right to select fewer than 5 Videos.

In addition, all Members of each Finalist must confirm by July 14, 2019, that they are available for a potential in-person notification on November 1, 2019 and to travel to Florida during mid to late November, as described in Section 7 (Prizes); otherwise the Finalist will be disqualified and alternate Finalist will be selected.

IV. Judging Phase IV (Public Voting Period):

The focus of the final phase is on Nominees' power to inspire action, as largely determined by public vote, together with the Nominees' scores from Phase III ("**Final Judging Criteria**"). Sponsor will present the relevant Videos, photos and other information provided for each of the Finalists for an online public vote open to the public on or around October 14-22 (the "**Voting Period**"). The Finalists will be featured on Good Morning America prior to the Voting Period on or around October 7-11. Sponsor and Disney may promote the Voting Period via social media.

Any individual may vote (each, a "**Vote**") on the Disney & Points of Light Volunteer Family of the Year Contest page (<https://www.pointsoflight.org/disneyrewards/>) (the "**Voting Page**") from 12:01 AM EDT on October 14, 2019 to 11:59 PM EDT on October 22, 2019. Only votes made via the online Contest ballot on the Voting Page will be counted. The public will be asked to Vote for the Finalist they believe best exemplifies a Disney & Points of Light Volunteer Family of the Year.

The public vote will be used as a measure of "inspirational power" of each Finalist's volunteer story, and will be viewed together with the Phase III judging scores to determine the Volunteer Family Winner. These elements of the Final Judging Criteria will be weighted as follows:

- a) Inspirational Power (Public Vote): 70%
- b) Evaluation from Phase III: 30%

In the event of a tie, the Videos will be reviewed by one or more additional qualified judges selected by Sponsor who will determine which Finalist is the winner of the tie, evaluated according to the process used for "Judging Phase III" above.

Multiple Votes received from email address in excess of the permitted number will be void. Any attempt by any Member or voter to obtain or submit Votes by any fraudulent or inappropriate means, including without limitation, offering prizes, placing ads, or other inducements to members of the public (as determined by Sponsor in its sole discretion), by using any automated program, identities, registrations and logins, or any other methods, will result in the applicable Votes being voided and the Nominee may be disqualified, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to revise the Vote counts should the voting as a whole appear to have been tampered with or manipulated in any way.

6. NOTIFICATION OF WINNERS:

The Volunteer Family Winner will be notified in person (unless in-person notification is not possible, in which case, the Volunteer Family Winner will be notified via phone or email) on or about November 1, 2019. The Volunteer Family Winner will also be featured on ABC's Good Morning America show on or about November 1, 2019 (date subject to change) as the Disney & Points of Light Volunteer Family of the Year.

The Nominator of the Winner (the "**Nominator Winner**") will be notified on November 1, 2019.

All decisions of the Sponsor regarding the Contest are final and binding on all participants, and the selection of the Phase I Nominees, the Finalists, the Volunteer Family Winner, and the Nominator Winner, as based upon the criteria and process described in these official rules is within the sole discretion of Sponsor.

7. OWNERSHIP OF SUBMISSIONS: By making a Submission, Nominator grants Sponsor ownership of its Submission, and acknowledges and agrees its Submission in whole or in part may be used for promotional or marketing purposes. If requested, Nominator will sign any documentation that may be required for Sponsor, Disney, and/or their designees to make use of the Submission.

8. PRIZES:

Nominator Winner Prize: The Nominator Winner will receive a U.S. \$10,000 donation from Disney (the "**Nominator Prize**"), which may be increased at Sponsor's discretion in conjunction with Disney. All donations are subject to Disney's standard charitable grant conditions and the completion of required documentation by the Nominator. The Nominator Prize may not be used to satisfy a binding pledge or other legal obligation of the Nominator to any third party.

Volunteer Family Winners' Prizes:

The Volunteer Family Winner will receive a 6-day/5-night vacation to the *Walt Disney World*[®] Resort (the "**Grand Prize Trip**"), which will include the eligible family members included in the winning Submission (maximum of ten (10) individuals): (a) round trip coach airfare between the major U.S. Gateway airport nearest the Winner's residence and the Orlando International Airport (provided, however, if the residence is within 100 miles of the ceremony location, airfare will not be provided and alternate transportation at Sponsor's or Disney's discretion may be provided); (b) round trip ground transfers between the Orlando International Airport and the *Walt Disney World*[®] Resort via *Disney's Magical Express* service (provided, however, if the residence is within 100 miles of the ceremony location, ground transfers will not be provided); (c) standard room accommodations (with a maximum of four (4) persons per room) for five (5) consecutive nights at a hotel at or near the *Walt Disney World*[®] Resort (hotel, number of rooms, and room type to be determined by Disney in its sole discretion); (d) 5-day *Walt Disney World*[®] Resort theme park tickets with *Park Hopper*[®] option; and (e) a meal stipend of \$100 per day, which Disney may elect to provide in the form of a gift card. Approximate Retail Value of trip: \$10,000 (value of trip may vary depending on Winner family's residence and size of the Volunteer Family Winner). Gratuities, other ground transportation, travel insurance, hotel room service, spa/salon services, seat/room/ticket upgrades, laundry, alcoholic beverages, merchandise/souvenirs, telephone calls, service charges, taxes, and all other costs and

expenses not listed herein are not included as part of the Grand Prize Trip and are the sole responsibility of the Winners. Sponsor recommends that the Winners consult a tax advisor regarding any tax consequences relating to acceptance of the Prize.

Prize Restrictions: Grand Prize Trip must be taken during the week of (and including) Family Volunteer Day, November 23, 2019. If all members of the Volunteer Family Winner are unavailable to travel during designated timeframe for any reason or if the Volunteer Family Winner cannot comply with these restrictions or any other portion of these Official Rules, the Grand Prize Trip will be forfeited, at the Sponsor's discretion, and the next Finalist with the highest score from the Final Judging Period will be awarded the Grand Prize Trip (and so on, time permitting). If some members of the Volunteer Family Winner are unavailable to travel during designated timeframe for any reason, the Grand Prize Trip will be forfeited as to those individuals without compensation of any kind and no other individuals can be substituted in their place. Travel must be reserved through Sponsor or its agent, and Sponsor shall determine airline and flight itinerary in its sole discretion. Travel and lodging are subject to availability, certain restrictions, blackout dates and Sponsor's and Disney's approval. Theme park attractions and entertainment are seasonal and subject to change without notice. Airline carrier and hotel regulations and conditions apply. The actual value of the Grand Prize Trip may vary depending on city of departure, date and times of travel, airfare fluctuations, size of Volunteer Family Winner, and Resort charges at the time of travel booking. Therefore, the actual value of the Grand Prize Trip awarded may be lower or higher at the time it is fulfilled. If the actual value of the Grand Prize Trip is less than the stated ARV, the difference will not be awarded. Any depiction of the Grand Prize Trip is for illustrative purposes only. Itineraries and departure dates may be changed, cancelled or discontinued by Sponsor or Disney at any time and without prior notice. Sponsor and Disney will not replace any lost, mutilated or stolen tickets, travel vouchers, gift cards or certificates. Grand Prize Trip elements may not be separated. Airline tickets issued in conjunction with the Grand Prize Trip are not eligible for frequent flyer miles, and no code share flights may be used. No one-way trips or upgrades allowed. Unless otherwise necessitated by Sponsor, no stopovers are permitted on tickets issued as part of the Grand Prize Trip; if a stopover otherwise occurs, the Grand Prize will terminate and full fare will be charged to Winners from the stopover point for the remaining Trip segment(s), including the return. Once hotel accommodations and flight arrangements have been confirmed, no changes will be allowed except by Sponsor or Disney. Grand Prize Winner is solely responsible for any and all excess baggage charges, taxes and any other charges incurred after or in connection with the issuance of airline tickets. Entities are not liable for any expenses incurred as a consequence of flight cancellation/delay. Grand Prize cannot be used in conjunction with any other promotion or offer, and any unused element of the Grand Prize will be forfeited. Air transportation, ground transfers, and accommodations must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except at Sponsor's sole discretion. Grand Prize travel is subject to capacity controls, availability and certain other restrictions, which may include a Saturday night stay, all of which are subject to change. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. In the event any member of the Volunteer Family Winner engages in behavior that, as determined by Sponsor or Disney in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor (and/or Disney) reserves the right to terminate the Grand Prize Trip or other applicable experience early, in whole or in part, and send the Volunteer Family Winner home at their expense with no further compensation. Volunteer Family Winner acknowledges and agrees to be solely responsible for any actions, claims or liabilities of any member of the Volunteer Family Winner. Volunteer Family Winner must travel together on the Grand Prize Trip and must travel from the same

major airport. Guest(s) (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) must sign a Release and Indemnification and a Publicity Release (where allowed by law), prior to issuance of travel documents. Members of the Volunteer Family Winner are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., passport, visa, credit card, etc.) before departure. Photo identification and credit card or cash deposit may be required at check-in for incidental charges. If any portion of the Grand Prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the Grand Prize with another prize of comparable or greater value. All taxes (including, without limitation, U.S. federal, provincial, state and local taxes (including, but not limited to income and withholding taxes), sales taxes, VAT, GST, PST, HST) and, where legal, import Customs and excise duties and fees, as applicable on or connected with any Grand Prize Trip, the shipment of any Grand Prize element, as applicable, and the reporting consequences thereof, and any other expenses not specifically included in the Grand Prize Trip description are the sole responsibility of the Volunteer Family Winner. The Volunteer Family Winner will receive an IRS Form 1099-MISC reflecting the total fair market value of the Grand Prize Trip. Non-residents of California are subject to the California withholding tax of 7% of the Prize value, when applicable. Volunteer Family Winner may be required to provide to Disney an amount to cover the balance of all applicable withholding taxes at the normal rates required by law (notwithstanding any tax treaties that may provide for lower rates of tax withholding, including exemption from withholding with the satisfaction of qualification requirements) prior to being awarded the Grand Prize Trip, and failure to do so will result in disqualification. Grand Prize Trip is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prizes are not redeemable for cash or transferable. No substitutions allowed, except as set forth in these Official Rules and at Sponsor's sole discretion, a Prize of comparable or equal value will be provided. Prize elements may not be separated and tickets, vouchers and gift cards will not be replaced if lost or stolen, and Sponsor and Disney disclaim any and all liability in conjunction therewith. Tickets and gift cards are subject to terms and conditions thereon. All Prizes will be awarded provided a sufficient number of eligible Submissions are received. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern.

The Volunteer Family Winners will be celebrated on National Family Volunteer Day at *Walt Disney World*[®] Resort in Florida.

9. GENERAL CONDITIONS: Nominator and Volunteer Family Winner agree to abide by these Official Rules and the decisions of the Sponsor and Judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, Disney, their respective parents, affiliates, subsidiaries, and advertising and Contest agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, the "**Released Parties**") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Nominator's and/or the Members' participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize (including any travel or activity related thereto); Nominator and Volunteer Family Winner agree to confirm the foregoing grants in writing upon Sponsor's request and to cooperate with Sponsor by executing any additional documents Sponsor deems necessary in its discretion to secure all rights needed for Sponsor to use nomination materials for advertising and/or promotional purposes. Failure to confirm these grants in writing may result in disqualification of the Submission, at Sponsor's sole discretion. The Nominators and Nominees may be featured in follow-up promotional materials and activities of Sponsor or Disney.

Sponsor and Disney reserve the right to modify and/or edit any Submission materials or Videos for the purpose of press releases and for feature stories in publications. By participating in the Contest, Nominators acknowledge and agree that publication of an Essay, Video, or related story on the Disney & Points of Light Volunteer Family of the Year website or in any other media during the submission period does not indicate that a Submission has been selected to win. The Nominators and Nominees may be required to sign and return an Affidavit of Eligibility, an Affidavit of Liability, and where legally permissible, a Publicity Release. Nominees and Nominators may both be disqualified (at the absolute discretion of Sponsor) if any documentation required from either the Nominee or Nominator, as described in these Official Rules, is not received within the time period requested in correspondence from the Sponsor. In addition, the prizes may be forfeited by both the Nominee and the Nominator, and an alternate Nominee and the Nominator may be selected, if any notification letter required from any Nominee or Nominator is returned as undeliverable or a potential winning Nominee or Nominator cannot be contacted. In the event that any selected Nominee or Nominator declines to accept the Prize, alternate winners may be selected.

10. MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Submissions or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Submissions, the announcement of the prize(s), the incorrect uploading of content or any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in the Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Submissions will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or entry of Submissions, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Program and, if terminated, at its discretion, select the potential Nominator Winner and Volunteer Family Winner from all eligible, non-suspect Submissions received prior to action taken using the judging procedure outlined above. Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE VOTING PAGE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW,**

INCLUDING CRIMINAL PROSECUTION.

11. ARBITRATION: Except where prohibited by law, as a condition of participating in this Contest, Nominator and each Member agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at a AAA regional office nearest to the Nominator and Member; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Nominator or any Member be permitted to obtain awards for, and therefore hereby waives, all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than their actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and Nominator and each Member further waives all rights to have damages multiplied or increased.