



3E Affinity Incorporated ART CONTEST

Official Rules (“Official Rules”)

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

THIS IS A SKILL-BASED CONTEST.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.

THIS CONTEST, INCLUDING ANY ENTRY METHOD OR PRIZE OFFERED, MAY BE CANCELED OR POSTPONED BY THE SPONSOR, IN FULL OR IN PART AT ANY TIME, DUE TO REASONS RELATED TO THE ONGOING PANDEMIC (E.G., CORONAVIRUS/COVID-19).

BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

I. ELIGIBILITY: The 3E Affinity Incorporated Contest (“Contest”) is open only to kids ages 10-16 who are at the time and date of entry: (1) legal U.S. residents (including D.C). The Contest is void in U.S. territories, including Guam, Puerto Rico and where prohibited by law. Winning a prize is contingent upon fulfilling all requirements set forth herein.

II. HOW THE CONTEST WORKS: The Contest consists of an overall Promotional Period (defined below) in which one (1) prize winner will be identified from amongst all eligible entries received throughout each of the individual Entry Periods (defined below), based on the judging procedure and criteria outlined below.

The promotion period begins on or about 12:00:00 AM Eastern Time (“ET”) on the first day of each month for the next month and ends on or before 11:59:59 PM on the 25th of the month.

Sponsor’s designated servers are the official time clock for this Contest.

III. HOW TO ENTER: Visit www.consult-3e.com(the “Website”) during the Promotion Period and follow the instructions provided to complete and submit the design via email at shauna@consult-3e.com. The submitted entry design and consents will collectively be referred to as an “Entry” hereafter. The email server must receive all Entries by 11:59:59 PM PT on 25th of each month. Limit one (1) Entry per Entrant, per email address, per Entry Period. If Entrant submits more than one (1) Entry during any given Entry Period, all Entries received after the first Entry will be void. Once the Entry is completed and submitted, the Entry is final and may not be modified or edited. All Entries must meet the Entry Requirements set forth below. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of the Sponsor may be disqualified at Sponsor’s sole and absolute discretion. All Entries that are late, illegible, incomplete, damaged, destroyed, forged, or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor’s sole and absolute discretion. By signing consents and submitting design

you certify that you acknowledge and are in compliance with these Official Rules, including, without limitation, all eligibility requirements. Sponsor reserves the right to disqualify any Entry that it determines, in its sole discretion, has violated any provision of these Official Rules as applicable, and its decision in this regard is final. Proof that you entered the Contest does not constitute evidence of receipt by Sponsor within the required deadline. All Entries and information become the property of the Sponsor and will not be acknowledged or returned. Assurance of delivery of Entries is the sole responsibility of the Entrant. In the event of a dispute as to the identity of any Entrant who submits an Entry, the Entry will be deemed submitted by the account holder of the email account from which it was sent but only if such person is otherwise eligible. The “account holder” is the person assigned an email address or username by the entity responsible for assigning it (e.g., Yahoo). If a dispute cannot be resolved to the Sponsor’s satisfaction, the Entry will be deemed ineligible. Sponsor, Administrator and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries.

Entry Requirements:

All Entries must meet the following criteria, as determined within Sponsor’s final sole discretion:

- Entries that contain or otherwise infringe on any third-party names, trademarks, music, identities, copyrighted or patented material, and/or other material subject to third-party rights are prohibited;
- Entries that include any reference to any patents and/or trade secrets of Sponsor or Released Parties and/or its competitors are prohibited;
- Entries that are obscene, offensive, contain any profanities, endorse any form of hate or hate group, or any language or images communicating messages inconsistent with the positive images to which Sponsor and/or Released Parties wish to associate will be void;
- Entries cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Entries cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entries cannot contain disparaging remarks, defame, misrepresent, invade the publicity, third party rights, and/or the privacy rights of Sponsor, Released Parties, their products or any trademarks or other intellectual property they own, other products or companies, or any person, living or deceased;
- Entries cannot contain trademarks owned by others, or advertise or promote any brand or product of any kind, or contain any personal identifiable information, such as personal names, email addresses, etc.;
- Entries cannot communicate messages inconsistent with the positive images and/or goodwill to which Released Parties associate; and
- Entries cannot be in violation of any law, statute, regulation, or ordinance. Sponsor reserves the right to void and disqualify any Entry not satisfying these requirements, as determined within Sponsor’s final sole discretion.
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By submitting an Entry, you agree that: (i) the Entry does not violate any law or regulation or any right of any third party, including those laws, regulations, and rights related to copyrights, trademarks, publicity, or privacy, (ii) you have the right to grant the rights to the Entry as provided in these Official Rules, (iii) the Entry has not been published or submitted in any other competition; (iv) the Entry is your original work; (v) the Entry has not won previous awards; (vi) you have obtained permission from any person whose name or likeness is used in the Entry; and (vii) that publication of the Entry via various media, including, without limitation, social posting, will not infringe on the rights of any third party. You will indemnify, defend and hold harmless Released Parties from any claims to the contrary. Further, by submitting an Entry, you grant permission and a perpetual, non-exclusive, royalty-free, no-cost, worldwide, irrevocable right and license for Released Parties to publish, post, adapt, edit,

display, exploit and/or modify or otherwise use the Entry and all images, text, and materials included or depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to Entrants or any third party, except for the awarding of the prize(s) to the Finalists/winner in this Contest. Entrants agree that during the Promotion Period, they shall not make, and shall not permit, any other public use, display, or distribution of their Entry, and they shall maintain all rights without encumbrances so that, if Sponsor desires, Entrants can assign all rights in and to their Entry if selected as a winner. Sponsor, and each of its successors, assigns, and licensees, will have the right to make unlimited derivative works of Entries, to assign or transfer any or all of Sponsor's granted rights, and to grant unlimited, multiple-level sublicenses. Without limiting the foregoing, Sponsor will have the right to use the Entries submitted as part of the Contest, and all images, text, and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion, or for any other commercial or non-commercial purpose.

Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Entries submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a winner, Sponsor may request that the Entrant's Entry, and any rights therein, be assigned to Sponsor and Entrants may be required to confirm such assignment by completing and submitting the Prize Acceptance Documents (defined below) (and any other documents reasonably required by Sponsor) or such Entrant will otherwise be disqualified from receiving his/her prize(s). Entrants must maintain the ability to assign all such rights to the Sponsor free of any limitations, restrictions, or third-party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of Entries and are not obligated to use any Entry. Entrants agree that Sponsor, nor its agents, shall be responsible for the return or preservation of the Entries submitted.

Entrant further agrees that submission of an Entry is gratuitous and made without restriction and will not place Sponsor and/or Released Parties under any obligation and that Sponsor and Released Parties are free to discuss or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to Entrant. Each Entrant acknowledges that Entries are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Each Entrant acknowledges that Sponsor and other Entrants may have created ideas and concepts contained in their Entries that may have familiarities or similarities to his/her own Entry and that she will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate Entrants for their Entry and there is no obligation for any Released Party to pay or otherwise compensate Entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. Entrant acknowledges that, by acceptance of their Entry, Released Parties do not waive any rights to use similar or related ideas previously known to Released Parties, or developed by its employees, or obtained from sources other than Entrant. Sponsor and/or Released Parties reserve the right to screen Entries, but may post Entries without editing or other prior review. Entrant acknowledges that Sponsor and/or Released Parties have no obligation to use or post any Entry that she submits. For all social media postings of Entries made by the Sponsor and/or Released Parties, posting of such content is for entertainment purposes only and does not relate to winner selection. Entrant, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice, and/or other likeness and prize information for advertising, trade, and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Sponsor reserves the right to request from Entrant at any time proof that Entrant maintains all necessary rights in their Entry in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the Entrant being disqualified from the Contest.