

“THE MIGHTY SWEEPSTAKES”
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

The “**WATM CONSUMER BEHAVIOR SWEEPSTAKES**” (“Promotion”) starts at 12:01:00 AM Pacific Time (“PT”) on **MAY 30th**, 2017 and ends at 11:59:00 PM PT on **August 31st**, 2017 (“Promotion Period”) and consists of five (5) winners from one (1) drawing, taking place at end of Promotion Period with prizing as detailed below. The Promotion shall be subject to these Official Rules, and by entering, all participants agree to be bound by the **TERMS AND CONDITIONS HEREIN**.

ELIGIBILITY: **PROMOTION IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) STATES OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA (“ELIGIBILITY AREA”), WHO ARE CURRENTLY PHYSICALLY LOCATED AND RESIDING THEREIN, AND WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF TIME OF ENTRY. THIS PROMOTION IS VOID OUTSIDE THE ELIGIBILITY AREA AND WHERE PROHIBITED BY LAW.** Employees (and their families) of The Mighty Networks, Inc. (“Sponsor”) and their respective affiliates, subsidiaries, parent companies and agencies and prize providers (collectively, the “Promotion Parties”) and those living in the household of same whether related or not are not eligible to enter or win. A prize won by an individual at least eighteen (18) years of age, but considered a minor (“Minor”) in the legal jurisdiction in which he or she resides will be awarded in the name of said Minor’s parent or legal guardian. By entering this Promotion, entrants agree to abide by all terms of these Official Rules.

HOW TO ENTER: This Promotion is offered electronically via the Internet. This Promotion is open to visitors and email subscribers of **WE ARE THE MIGHTY** (“Entrants”), and consists of following the link to participating studies in the prospective entrant’s invitation e-mail or on the **WE ARE THE MIGHTY** web site during the Promotion Period, and completing the study online. Entrants will receive one (1) entry per individual upon completion of study during the Promotion Period. Participants must agree to comply with the **WE ARE THE MIGHTY** Terms of Use.

Entries must be received by 11:59:59 p.m. PT on August 31st, 2017.. Any participant found to be using multiple e-mail accounts to enter the Promotion will be disqualified. Proof of delivery or receipt of entries will not be deemed by WATM as proof of receipt (or entry). Any attempted form of participation in this Promotion other than as described herein is void.

Entries that are not selected as prize winners for a Random Drawing in this Promotion will not be eligible for any subsequent Random Drawings to be conducted by WATM, if any.

The **WE ARE THE MIGHTY** website clock will serve as the official timekeeper for this Promotion.

Important Note: It is each Entrant’s responsibility to set his/her account settings to accept contacts by WATM and to timely check his/her e-mail account for any direct messages from WATM. If you opt to access the **THE MIGHTY SWEEPSTAKES** via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Promotion), standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile device bill or be deducted from your prepaid account balance. Wireless carriers’ rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Promotion. Participation in this Promotion by mobile

device means that you understand that you may receive additional messages by mobile device relating to this Promotion, including notifying you if you are a winner, which may be subject to charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas. Check your mobile device's capabilities for specific instructions.

WATM shall have the right to disqualify any entries that WATM has determined, in its sole and exclusive opinion, fail to adhere to these Official Rules or **THE MIGHTY SWEEPSTAKES'** Terms of Service, expose WATM to any unacceptable degree of technical, legal, or financial risks or problems, uses text and/or other components in a manner objectionable to WATM, or their affiliates, or is otherwise deemed inappropriate, all as determined by Sponsor, in its sole discretion (including, but not limited to, content deemed by WATM which contains violence, is sexually explicit or otherwise offends or denigrates any group or class of people or could reflect unfavorably on any of the Releasees (as defined below) or which defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringes upon any person's or entity's personal, commercial, or proprietary rights). WATM's decisions are final and binding with respect to all matters relating to this Promotion.

All entries become the exclusive property of WATM, and none will be acknowledged or returned.

The Promotion Parties and any and all Internet server(s) and access provider(s), web site hosts and facilitators and cellular provider(s), and each of their respective affiliates, subsidiaries, parent corporations, and advertising and promotional agencies, and all of their officers, directors, members, shareholders, employees, and agents (collectively, "Releasees") are not responsible for any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including, without limitation, any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in the Promotion; inability to access the web site or any web pages thereof; inability to send or receive e-mails; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer, or electronic malfunction or traffic congestion on telephone lines, mobile networks, or the Internet or any web site (including the **WE ARE THE** web site) or for any other reason whatsoever; mail that is late, lost, mutilated, misdirected, stolen, or postage due; typographical, printing, or other errors; or any combination thereof. Proof of submitting information to the **WE ARE THE MIGHTY** web site or sending an e-mail is not considered proof of delivery or receipt. Illegible, incomplete, and mechanically reproduced entries will be disqualified. False, fraudulent, or deceptive entries or acts shall render Entrants ineligible. Any damage made to the e-mail service will be the responsibility of the authorized account holder of the e-mail account submitted at the time of entry. By entering the Promotion, Entrants affirm that they have read and accepted these Official Rules.

WINNER SELECTION: **FIVE (5)** winners will be selected in a Random Drawing from among all eligible entries which will be conducted within ten (10) business days at the conclusion of the Promotion Period by WATM. Final eligibility for the award of any prize is subject to eligibility verification. WATM's decisions shall be final and binding in all matters related to the selection of the winners. Each potential winner will be contacted using the e-mail address listed on the winning entry. **It is Entrant's responsibility to timely set account settings to accept contacts by WATM and to timely check his/her account for such messages.** WATM is not responsible for any failure of delivery of notice attempting to use such methods. No correspondence will be entered into except with selected Entrants at the email address listed at registration with the THE MIGHTY SWEEPSTAKES, or on the mail-in entries. Notifications will occur within fifteen (15) business days

of Random Drawing, and potential winners will be required to respond to WATM's notification within seven (7) days in accordance with the instructions therein or prize will be forfeited and Entrant disqualified. In the event of disqualification an alternate winner will be selected at the sole discretion of WATM until a winner is determined, provided further that in the event that a winner is not determined after attempts have been made to contact three (3) Entrants, WATM may elect not to conduct any further redraws and not award such prize. The selected Entrants may be required to complete, and return to WATM a web-based Winner Notification Survey within seven (7) days of receipt. If a selected Entrant(s) fails to complete, and return the Web-based Winner Notification Survey to WATM within seven (7) days, WATM reserves the right to void that entry and select another eligible Entrant for that prize. Each winner will be required to provide (or confirm) information that includes, but is not limited to, the following: name, street address, city, state, zip code, daytime telephone number, email address and date of birth, and verify his/her eligibility per these Official Rules. Each winner (or parent or legal guardian if the winner is a Minor) may be required to execute and return a completed original notarized Affidavit of Eligibility/Release of Liability and (except where prohibited) Publicity Release form within seven (7) days. Failure to fully complete, execute, notarize, and return required forms as specified within this time period may result in the winner being disqualified, and in the event of any such disqualification or any other disqualification permitted under these Official Rules, or in the event that any prize notification is returned as undeliverable for any reason, at WATM's sole discretion, an alternate winner may be selected, or WATM may elect to not award the prize to anyone. **Only one (1) prize will be awarded to any one (1) person.**

All Federal, state and local tax liabilities, if any, are the responsibility of the winners. Acceptance of a prize constitutes permission (except where prohibited) to use the winner's name, likeness, picture, voice, biographical information (including city and state of residency) and statements for publicity, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without additional compensation, notification, permission or limitation of any kind unless prohibited by law.

PRIZES: The **FIVE (5)** individual prizes to be awarded for the Random Drawing in the Promotion consists of winners choice of Playstation 4, Microsoft Xbox One S, Nintendo Switch or Amazon Gift Card for **THREE-HUNDRED U.S. Dollars (\$300)** (subject to availability).

Note: Features of each prize element in this Promotion are at the sole discretion of the WATM. Prizes are non-transferable and non-assignable. No prize substitution or cash redemption allowed by a winner. Prizes will only be shipped to addresses within the Eligibility Area. WATM reserves the right to substitute comparable prize if advertised prize becomes unavailable. Prizes may not be sold, bartered or exchanged by winners. Prizes will be delivered within 6-8 weeks of the conclusion of the Promotion. All prizes are provided "as is" and without any warranty of any kind except as provided in the standard provider warranties. By accepting a prize, each winner acknowledges compliance with these Official Rules. Any prizes that are not awarded in the Random Drawing due to insufficient number(s) of eligible entries will remain the property of the WATM.

The odds of winning a prize in the Random Drawing are determined by the total number of eligible entries received for the Random Drawing.

GOVERNING LAW/LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants and Releasees in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other

state's laws. By entering the Promotion, Entrants hereby submit to the jurisdiction and venue of the federal and state courts of Los Angeles County, California, United States and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in Los Angeles, County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §1280 et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent same is not precluded by another provision of this Agreement.

FORCE MAJEURE: Releasees shall not be liable to a prize winner or any other person for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond WATM's and/or VC's sole control.

GENERAL: If for any reason this Promotion is not capable of running as planned, or if this Promotion or any web site (including the **WE ARE THE MIGHTY** web site) associated therewith (or any portion(s) thereof) becomes corrupted or does not allow the proper playing of the Promotion and processing of entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failures, or any other

causes, in the WATM's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Promotion, the WATM reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Promotion or any portion thereof. In the event this Promotion is cancelled, the WATM will conduct a random drawing to award the applicable prizes from among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at **WEARETHEMIGHTY.COM**. The Releasees are not responsible for the actions of Entrants in connection with the Promotion, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. Persons found tampering with or abusing any aspect of this Promotion, or whom WATM believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Promotion, as determined at the sole and absolute discretion of WATM, may result in immediate disqualification of the Entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

If a dispute arises about who submitted an entry (as detailed above), the entry will be deemed submitted by the authorized account holder of the e-mail account used for entry (as applicable). The authorized account holder of the e-mail account entered is deemed the natural person who has registered with THE MIGHTY SWEEPSTAKES for the user name associated with the submitted entry. A potential winner may be requested to provide WATM with proof that the potential winner is the authorized e-mail account holder associated with the winning entry and that all eligibility requirements are met. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to WATM's satisfaction, the affected entry will be deemed ineligible. The Releasees are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or inability of Entrant's e-mail account to receive messages. Also, the Releasees are not responsible, and may disqualify an Entrant, if his or her e-mail account user name does not work or if it is changed without Entrant giving prior written notice to WATM.

NOTE: Entry must be made by the Entrant only as detailed above. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The use of any device or software to automate the Entry process is prohibited. Entries or other Promotion materials that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, postage due, deceptive, in greater quantity than the limit stated above or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at WATM's sole and absolute discretion.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. WATM's failure to enforce any term of these Official Rules will

not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on the Entry Site and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

WINNERS LIST: For an Official Winners List (available after **August 31st**, 2017), or a copy of these Official Rules, send a self-addressed, stamped envelope (if state law prohibits, postage need not be prepaid) to: **"THE MIGHTY SWEEPSTAKES"** (*please specify Official Winner's List or Official Rules*), The Mighty Networks, Inc., 2690 N Beachwood Ave, 2nd Floor, Los Angeles, CA 90068. Official Rules are also available at **WEARETHEMIGHTY.COM** during the Promotion Period.