

## Official Rules for the #ShareHappiness<sup>SM</sup> Challenge

### “JustServe® #ShareHappiness<sup>SM</sup> 30-day Challenge”

By signing up on the JustServe® (“JustServe”) website to participate in the #ShareHappiness<sup>SM</sup> (“#ShareHappiness”) challenge, you (or you and your parent or legal guardian if you are a minor) agree to the following rules and submission terms:

- 1. ELIGIBILITY:** The JustServe #ShareHappiness 30-day Challenge (“Challenge”) is open to entrants ages thirteen (13) or older who are located in the United States of America (“Entrant” or “Entrants”). Entrants must have an account with Facebook, Inc. (“Facebook”), the Instagram Service (“Instagram”), or Twitter, Inc. (“Twitter”), all of which are free of charge (each, a “Social Media Platform”). Employees and interns of Sponsor (defined below) and Church service missionaries called as JustServe specialists and their spouses and family members of the foregoing are not eligible to participate in the Challenge. The Challenge is subject to all applicable United States federal, state, and local laws and regulations. The Challenge is void where prohibited or restricted by law.
- 2. SPONSOR:** JustServe.org is provided as a service by Corporation of the President of The Church of Jesus Christ of Latter-day Saints and its affiliates and affiliated entities (collectively, “Sponsor”).
- 3. AGREEMENT:** Participation in this Challenge constitutes Entrant’s unequivocal agreement to the Official Rules for the #ShareHappiness Challenge (“Official Rules”) and Sponsor’s decisions, which are final and binding, in all matters related to the Challenge. Winning is dependent upon fulfilling all requirements set forth herein.
- 4. CHALLENGE PERIOD:** The Challenge begins on March 1, 2020, at 12:01 a.m. Mountain Standard Time and ends on March 31, 2020, at 11:59 p.m. Mountain Daylight Time (“Challenge Period”). Sponsor is the official timekeeper for the Challenge Period. Challenge activities completed prior to or after the Challenge Period are considered invalid.
- 5. HOW TO ENTER:** Each week during the Challenge Period, Sponsor will post different Challenge activities to the JustServe website. Sponsor will also email Challenge activities to Entrants that subscribe to email notifications through the JustServe website. To enter to win, Each Entrant must sign up using his/her email address on the JustServe website to receive notifications about Challenge activities, complete at least ten (10) Challenge activities during the Challenge Period, and provide confirmation to Sponsor that the Entrant has completed at least ten (10) Challenge activities. Additional prizes may be awarded to an Entrant who creates or logs into their Social Media Platform account(s) (“Social Media Account(s)”), follow and tag Sponsor’s accounts on at least one Social Media Platform (@JustServe.org for Facebook; @just\_serve for Instagram; and @JustServe for Twitter (collectively, “Sponsor’s Social Media Accounts”)), and share their experience with the #ShareHappiness tag for each Challenge activity that the Entrant completes. Each tag of one of Sponsor’s Social Media Accounts with the #ShareHappiness tag for a Challenge activity, including the Entrant’s posts, tweets and any accompanying text or media, is called a “Submission.”

By tagging Sponsor’s Social Media Accounts with the #ShareHappiness tag, you represent and warrant that your Submission conforms to these Official Rules and the applicable Social Media Platform’s terms of service. Sponsor may disqualify you from the Challenge, at its sole discretion, if Sponsor believes that your Submission fails to adhere to these Official Rules and the applicable Social Media Platform’s terms

of service. Submissions generated by automated means, including bots, scripts, and/or macros, are void and will be disqualified. The person who creates the Social Media Account will be regarded as the Entrant.

In the event of a dispute regarding the ownership of a Submission, the authorized account holder of the email address used to create the Social Media Account at the time of submission, will initially be considered to be the Entrant and must comply with these Official Rules and with the applicable Social Media Platform's terms of service. Each Entrant may be obligated to show proof that he/she is the authorized account holder on the applicable Social Media Platform(s). In the event that the ownership of the Submission is challenged, Sponsor may disqualify the Submission and discontinue use of it.

6. LICENSE: By participating in or entering into the Challenge, Entrant (or the Entrant and the Entrant's parent or legal guardian if the Entrant is a minor) agrees to, and does hereby, grant Sponsor an unlimited, worldwide, royalty-free, irrevocable, perpetual, non-exclusive, and fully-paid-up license to print, publish, reproduce, perform, edit, distribute, display, transmit, broadcast, sell, license, sublicense, modify, create derivative works from, and otherwise use and allow others to use Entrant's Submission and any description of the Submission in whole or in part, in any program, distribution channel, publication, or promotional device of Sponsor, and in any and all medias, formats, or technologies now known or later developed, and in any and all manners and for any and all purposes, including, without limitation, using the Submission for promotional and marketing purposes, all without attribution or compensation to Entrant and his/her successors or assigns. The grant of rights herein shall include, but is not limited to, the right to adapt, perform, reproduce, distribute, license, or otherwise use the Submission, or any portion thereof, alone or in conjunction with other materials, in all types of electronic, digital, online, and computer-based media and technologies and any other system or medium now existing or hereafter developed, as well as the storage, retrieval, transmission, display, output, and reproduction of data through any such media and technologies. Entrant (or the Entrant and the Entrant's parent or legal guardian if the Entrant is a minor) will sign any necessary documentation that may be required by Sponsor to make use of the nonexclusive rights Entrant is granting to use the Submission. Without limiting the generality of the foregoing license, Entrant (or the Entrant and the Entrant's parent or legal guardian if the Entrant is a minor) acknowledges and agrees that Submissions may be stored, hosted, displayed, and published on the JustServe website at any time, where they may be freely accessible to the general public. Entrant also acknowledges and agrees that Sponsor may post or display Submissions on any or all of Sponsor's social media pages or channels, where they may be freely accessible to the general public.

Additionally, by participating in or entering into the Challenge, Entrant (or the Entrant and the Entrant's parent or legal guardian if the Entrant is a minor) agrees to the worldwide publication and/or display of his/her name, image, and likeness in connection with his/her Submission, the decision for which will be made at the discretion of Sponsor, except where prohibited by law. Furthermore, acceptance of any award shall constitute and signify winner's (or the winner's and the winner's parent or legal guardian's if the winner is a minor) agreement and consent that Sponsor and its designees may use the winner's name, likeness, biographical materials, image, photo, Submission, and/or award information for advertising, promotional, publicity, and other purposes, worldwide, in any and all media now known or hereafter devised, including, without limitation, posting the Submission online, for editorial purposes concerning this Challenge or succeeding challenges and for editorial publicity, special events, and advertising purposes in connection with promoting Sponsor, its products, its website, and/or this Challenge or succeeding challenges, without limitation and without further payment, notification, permission, or other consideration, except where prohibited by law.

Entrant (or the Entrant and the Entrant's parent or legal guardian if the Entrant is a minor) accepts and acknowledges that Sponsor shall not be obligated to use the Entrant's Submissions and that Sponsor, in its sole discretion, shall have the right to refrain from using any Submissions. Sponsor shall not incur any liability whatsoever by virtue of the fact that Sponsor chooses to refrain from any exploitation of its rights hereunder. Entrant (or the Entrant and the Entrant's parent or legal guardian if the Entrant is a minor) will indemnify Sponsor, Sponsor Indemnitees (as defined below), and any licensee or sublicensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable attorneys' fees and legal expenses) arising out of any breach or violation of these Official Rules.

**Any Entrant whose Submission includes the name, image, voice, or likeness of any third party or that contains elements not owned by the Entrant (including, but not limited to, music, trademarks, images, logos, and/or any other materials) must be able to provide Sponsor with valid releases and licenses, in a form acceptable to Sponsor, for all such materials, so that Sponsor has an unlimited, perpetual, worldwide, irrevocable, fully-paid-up, royalty-free right and license to use and allow others to use the Submission in any and all manners that Sponsor, in its sole discretion, deems appropriate. Entrants whose Submission includes the name, image, or likeness of one or more minors must be able to provide Sponsor, upon request, releases and licenses signed by the minors and the parent or legal guardian of such minors, so that Sponsor has an unlimited, perpetual, worldwide, irrevocable, fully-paid-up, royalty-free right to use and license the Submission in any and all manners that Sponsor, in its sole discretion, deems appropriate.**

7. SUBMISSION GUIDELINES: Submissions may only be submitted by the owner of the Submission. Anonymous Submissions will not be considered.

- All Submissions must be the original creation of the Entrant;
- Entrant must hold all rights to the Submission, including the copyright or a valid license to all content in the Submission;
- The Submission must be in English or must contain English subtitles; and
- The Submission must comply with the applicable Social Media Platform's terms of service.

Content Restrictions:

- The Submission CANNOT have been previously published, submitted, distributed, or publicly broadcasted prior to posting it on the Social Media Platform(s) for this Challenge;
- The Submission CANNOT contain material that violates or infringes any third party rights, including, but not limited to, privacy, publicity, intellectual property rights (including copyright, trademark, and patent rights), or other proprietary rights. In this regard, the Submission CANNOT contain copyrighted music, images, footage, artwork, or videos, unless such content is owned or properly licensed by Entrant, or unless Sponsor has specifically indicated that such content can be used for this Challenge;
- The Submission CANNOT contain any trademarks, logos, or brand names to which Entrant does not have the right to license to Sponsor as set forth herein;
- The Submission CANNOT defame or invade the privacy rights or privacy of any person, living or deceased;
- The Submission CANNOT contain degrading, derogatory, insulting, slanderous, or libelous materials;

- The Submission CANNOT contain inappropriate, indecent, filthy, obscene, hateful, or discriminatory materials, as determined in Sponsor's sole discretion; and
- The Submission CANNOT contain unlawful or illegal materials or materials contrary to the laws or regulations in the jurisdiction in which the Submission was created.

8. AWARDS: Entrants who confirm with Sponsor that they have completed ten (10) Challenge activities will receive a #ShareHappiness sticker, while supplies last. The fifty (50) Entrants with the highest number of Submissions, shares, and likes on the Social Media Platforms using the #ShareHappiness tag during the Challenge Period will be eligible to receive a #ShareHappiness sticker and a pair of socks with the #ShareHappiness logo. The first four hundred (400) Entrants who confirm with Sponsor that they have completed over twelve (12) Challenge activities will receive a #ShareHappiness sticker and a pair of socks with the #ShareHappiness logo. No substitution, assignment, or transfer of a prize is allowed except with Sponsor's permission or where required by law. THE WINNERS ARE SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE. Award of a prize is subject to verification of eligibility and compliance with these Official Rules. Prizes will not be substituted with cash value. Prizes will be shipped four (4) to six (6) weeks after the end of the Challenge Period.

9. WINNER NOTIFICATION: Potential winners will be contacted via email or the applicable Social Media Platform(s) and asked to provide confirmation to Sponsor that the Entrant has completed at least ten (10) Challenge activities. Potential winners must meet all eligibility requirements including the timely execution and return of all necessary releases and documents required by Sponsor, as set forth below.

Each potential winner will have five (5) calendar days after being notified via email or the applicable Social Media Platform(s) to respond or forfeit the award. Sponsor will send each potential winner a confirmation message via email or the Social Media Platforms confirming whether the potential winner is eligible for a prize. If a potential winner cannot be contacted within a reasonable time period, fails to respond to the notification message within the required time period, is not in compliance with these Official Rules, or if the award or award notification is returned as undeliverable, the potential winner forfeits the award.

A potential winner will be disqualified and an alternate potential winner may be selected if (a) the potential winner does not comply with these Official Rules, Sponsor's Terms of Service (<https://www.justserve.org/legal/terms>) or with the applicable Social Media Platform's terms of service (or is otherwise determined to be ineligible); (b) the potential winner does not respond to the prize notice within the time period set forth herein; (c) the potential winner fails to comply with other rules set by the Sponsor; or (d) the prize is undeliverable for any reason. If Sponsor notifies, or seeks to deliver a prize to or otherwise attempts to contact an alternate potential winner, and such alternate potential winner is subsequently disqualified, then Sponsor shall use its reasonable business judgment to determine, in its sole discretion, the disposition of the prizes (e.g., the Sponsor may choose another alternate potential winner in a manner consistent with these rules or donate the prize to another entity, at Sponsor's sole discretion).

If the Entrant is a winner, the Entrant (or the Entrant and the Entrant's parent or legal guardian if the winner is a minor) agrees that Sponsor shall not be liable for injury, loss, or damage of any type resulting from participation in this Challenge or from the acceptance or uses of the awards given.

10. **RELEASE:** By participating in or entering into this Challenge, Entrant (or the Entrant and the Entrant's parent or legal guardian if the Entrant is a minor) agrees to defend, indemnify, release, and hold harmless Sponsor including its respective directors, trustees, officers, committees, subsidiaries, affiliates, employees, agents, assigns, third party information providers, and representatives (collectively, "Sponsor Indemnitees") from and against any and all claims (including, but not limited to, claims of patent, trademark, and copyright infringement, or violations of the right of publicity or privacy), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys' fees and other legal expenses), awards, fines, and judgments asserted against or recovered from Sponsor arising out of or related to Entrant's participation in the Challenge, Entrant's Submission, and/or any act, conduct, omission, negligence, misconduct, or unlawful act (or act contrary to any governmental order or regulation) by Entrant, including, but not limited to, any of Entrant's acts or omissions resulting in personal injury, damage or loss of property, or breach or violation of these Official Rules or the infringement or violation of rights of another by Entrant. Sponsor shall not be liable in any way for injuries to persons or damages to property incurred or suffered by Entrant or any of Entrant's subcontractors, agents, heirs, successors or assigns, guardians, or any person related to Entrant in any way.

11. **GENERAL TERMS AND CONDITIONS:** By entering or participating in the Challenge, an Entrant (or the Entrant and the Entrant's parent or legal guardian if the Entrant is a minor) agrees that he or she meets the eligibility rules set forth in Section 1 above and also agrees to be bound by these Official Rules. Any attempt by any Entrant or other person to deliberately undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that term. Sponsor reserves the right to disqualify any suspect Submission or Entrant or to cancel, suspend, terminate, and/or modify the Challenge, or any part of it, if any fraud, technical failures, or any other factor impairs the integrity or proper functioning of the Challenge, as determined by Sponsor, in its sole discretion. If Entrant is disqualified from the Challenge, Sponsor may, in its sole discretion, determine the winners from among all remaining non-suspect, eligible Submissions received using the procedure outlined herein. Sponsor, in its sole discretion, reserves the right to disqualify any Entrant, and void such Entrant's Submission(s), who (a) does not meet the eligibility rules set forth in Section 1 above; (b) is determined by Sponsor to be tampering with the Submission process or the operation of the Challenge; or (c) acts in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner.

12. **LIMITATIONS OF LIABILITY:** Sponsor disclaims all responsibility for (a) any incorrect/inaccurate information, whether caused by Entrant, printing, typographical, or other errors, or by any of the equipment or programming associated with or utilized in the Challenge; (b) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, internet, cellular coverage, or network hardware or software; (c) unauthorized human interference in any part of the Submission process or the Challenge; (d) technical, computer, network, or human error that may occur in the administration of the Challenge, the uploading, processing, or tabulating of Submissions, the announcement of the awards, or in any Challenge-related materials; (e) late, lost, undeliverable, damaged, or stolen mail; or (f) any injury, loss, or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Entrant's Submission and/or participation in the Challenge or receipt or use or misuse of any award given. Sponsor is not responsible for misdirected or undeliverable 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. Sponsor is not responsible for any unauthorized third party use of any Submission. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge. Under no circumstances will Entrant be permitted to recover, and Entrant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages, and any other damages other than actual out-of-pocket costs, and any and all rights to have damages multiplied or otherwise increased.

13. DISPUTES: Entrant (or the Entrant and the Entrant's parent or legal guardian if the Entrant is a minor) agrees (a) that these Official Rules and the rights and obligations of the Entrant and Sponsor in connection with this Challenge shall be governed and construed by the laws of the State of Utah, without regard to its conflict of laws principles; (b) that any and all disputes, claims, and causes of action arising out of or connected with this Challenge or any award given shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts in the State of Utah; and (c) to consent to the jurisdiction of such courts and waive any objection that venue in such courts is inconvenient.

Copyright © 2020 by Intellectual Reserve, Inc. All rights reserved. THIS CHALLENGE IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INSTAGRAM, OR TWITTER.