

CONTEST RULES

ACCEPTANCE OF RULES.

By entering this Contest, you fully and unconditionally accept and agree to these Rules and to all decisions made by Administrator, which are final and binding on all matters related to the Contest.

GENERAL PROVISIONS

- THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS. THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW AND WHERE BONDING, REGISTRATION, OR OTHER SIMILAR REQUIREMENTS ARE REQUIRED.
- NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER THIS CONTEST. MAKING A PURCHASE OR PAYMENT WILL NOT INCREASE THE AMOUNT OR CHANCES OF WINNING.
- IN ADDITION TO THESE RULES, THIS CONTEST AND ALL ENTRIES ARE SUBJECT TO THE TERMS OF USE, PRIVACY POLICY, AND ALL OTHER APPLICABLE NOTICES POSTED BY CHIVE MEDIA GROUP, LLC, AVAILABLE AT THE FOLLOWING URLS: WWW.CHIVEMEDIAGROUP.COM/LEGAL/TERMS; & WWW.CHIVEMEDIAGROUP.COM/LEGAL/PRIVACY (THE “TERMS OF USE”). IF THERE IS ANY CONFLICT BETWEEN THESE CONTEST RULES AND ANY PROVISION OF THE TERMS OF USE, THESE RULES WILL GOVERN.

ADMINISTRATOR AND SPONSOR.

This Contest is administered by Chive Media Group, LLC (“Administrator”). This Contest will be conducted under the supervision of Administrator.

ELIGIBILITY TO ENTER.

This Contest is only open to legal U.S. residents of the 50 United States and the District of Columbia, who are at least 18 years old as of the beginning of the applicable Contest Period (defined in these Rules). By entering this Contest, you represent that you are at least 18 years of age. Employees of the Administrator and/or their respective parents, subsidiaries, and affiliates, and employees of any advertising or promotion agencies or any other entity involved in the sponsorship, conducting, or development of this Contest, and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or household members are not eligible to enter.

CONTEST OVERVIEW.

This Contest will allow you to submit your most funny and original viral videos to the Administrator for the opportunity to win a weekly and/or annual cash prize. The Contest consists of a series of weekly contests, followed by an annual contest chosen among the winners of each weekly contest.

Weekly Contest. Each calendar week, Administrator will conduct a weekly contest (each a “**Weekly Contest**”). The Weekly Contest will renew from week-to-week, with a new Weekly Contest beginning at the start of each Weekly Contest Period and ending at the end of each Weekly Contest Period. The last Weekly Contest will end on December 2, 2018.

Final Contest. Following the completion of the final Weekly Contest, Administrator will conduct a final contest (the “**Final Contest**”) where a winner of the Final Contest will be chosen from all valid winners of each Weekly Contest. ONLY WINNERS OF THE WEEKLY CONTESTS WILL BE ELIGIBLE FOR ENTRY INTO THE FINAL CONTEST.

HOW TO ENTER.

To enter this Contest, during one of the Weekly Contest Periods (defined below), submit your video entry to Administrator by uploading your video to iCHIVE, in accordance with the requirements and terms of iCHIVE. Only videos, submitted in a file format acceptable to Administrator, are eligible for entry into this Contest; no other media format is eligible for entry. Your entry will be entered into the Weekly Contest corresponding to the Weekly Contest Period during which you submit your entry.

YOU MAY SUBMIT AS MANY DIFFERENT VIDEO ENTRIES AS YOU WOULD LIKE, BUT YOU MAY ONLY SUBMIT EACH INDIVIDUAL VIDEO ENTRY (OR ANY PORTION THEREOF) ONCE. ALL VIDEOS SUBMITTED THROUGH iCHIVE DURING A WEEKLY CONTEST PERIOD WILL AUTOMATICALLY BE ENTERED INTO THIS CONTEST. IF YOU SUBMIT A VIDEO, BUT DO NOT WISH TO HAVE YOUR VIDEO ENTERED INTO THIS CONTEST, PLEASE CONTACT CUSTOMER SERVICE AT DMCA@THECHIVE.COM

All information submitted during your entry must be complete and accurate, or your entry will be disqualified. You may only enter this Contest on behalf of yourself; you may not enter this Contest on behalf of any other person. The owner of the email address used to submit the entry will be deemed the entrant into the Contest. You may be required to show proof of ownership of your account used to enter this Contest.

TIMING OF ENTRIES.

Each Weekly Contest is only open for entry each week, until cancelled by Administrator as follows:

Weekly Contest. Each Weekly Contest will begin at 12:00 a.m. Central Time every Monday and will end on 11:59 p.m. Central time every Sunday (each a “**Weekly Contest Period**”). The Weekly Contest Period will renew each week, on a week-to-week basis.

Final Contest. There will be no separate or additional entry period for the Final Contest. Administrator will conduct the Final Contest after conclusion of the last Weekly Contest.

ADMINISTRATOR MAY, IN ITS DISCRETION, TERMINATE THE WEEKLY CONTESTS AT THE END OF ANY WEEKLY CONTEST PERIOD. UPON TERMINATION OF THE WEEKLY CONTEST, ADMINISTRATOR WILL CHOOSE A WINNER OF THE FINAL CONTEST FROM AMONG ALL THEN-VALID WINNERS OF EACH OF COMPLETED WEEKLY CONTESTS, IN ACCORDANCE WITH THE PROCEDURES OF THESE RULES FOR DETERMINING THE FINAL CONTEST WINNER.

WEEKLY CONTEST WINNER JUDGING AND VOTING.

Weekly Finalist Judging. Each Weekly Contest Period, Administrator will select 3 entries from all eligible entries submitted during that Weekly Contest Period to advance as finalists to the user vote (each a “**Weekly Finalist**”). Weekly Finalists will be determined, as judged by Administrator’s representatives, in their sole discretion, based on creativity, quality, and entertainment value, as determined by. Administrator reserves the right to change judging criteria or periodically require entries into a Weekly Contest to be of a certain topic, format, or theme.

User Voting. After selecting the Weekly Finalists, Administrator will publish the Weekly Finalist videos on its website, www.thechive.com and the Chive App (collectively, the “**Properties**”). Users of the Properties will then vote for their favorite of the Weekly Finalists, using the voting method determined by Administrator, in its sole discretion.

User voting will begin on 12:00 a.m. Central Time every Monday and end on 11:59 p.m. Central every Sunday (the “**Voting Period**”).

Weekly Winner. The 1 Weekly Finalist receiving the most votes during the Voting Period will be the Winner of that Weekly Contest (each a “**Weekly Winner**”).

FINAL CONTEST WINNER VOTING.

The Final Contest will be conducted in the following manner:

Each Weekly Winner will be automatically entered into the Final Contest. Administrator will announce the voting period for the Final Contest on the Properties, prior to conducting the Final Contest.

The Weekly Winner receiving the most votes, in connection with the Final Contest, as described above, will be the winner of the Final Contest (the “**Final Contest Winner**”).

PRIZES.

Prize Description. The Contest prizes are as follows (each a “**Prize**”):

- Each Weekly Winner will win \$250
- 1 Final Contest Winner will win \$25,000

The actual amount of all Prize payments will be less any applicable third-party payment processing fees. The approximate retail value of the Weekly Contest prize is \$250. The approximate retail value of the Final Contest Prize is \$25,000. Actual retail value of the Prize may be different from the stated approximate retail value, due to taxes, processing fees, market conditions, changes in values/rates of components; and if so, Winner will not be entitled to receive any difference in value. Prize winnings will be paid out at the end of each month once all winners for that month have been selected and have completed the affidavit.

Payment Format. All Weekly Winners will be paid their Prizes by PayPal. All Weekly Winners must have an active and valid PayPal account to claim the Weekly Prize. If a Weekly Winner does not have an active valid PayPal account, the Winner will be required to register one before he/she will be eligible to claim the Prize. The Final Contest Winner will be paid through ACH or similar electronic funds transfer method, as determined by Administrator, in commercially reasonable discretion.

Prize Restrictions. Prizes are non-transferable and has no cash redemption or substitution value, except that Administrator, in its discretion, reserves the right to change or replace the Prize at any time with one of greater or comparable value if any part of the Prize becomes unavailable for any reason. Administrator will not be responsible for or replace any lost or stolen Prizes. To be awarded and claim the Prize, the Winner must meet all eligibility requirements, comply with these rules, and be otherwise ready, willing, and able to claim the Prize. No more than the stated number of Prizes will be awarded.

Warranty Disclaimer. ALL PRIZES ARE AWARDED "AS IS." ADMINISTRATOR DOES NOT MAKE AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE PRIZE, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

NOTIFICATION OF WINNER.

Administrator will contact potential Winners *via* iCHIVE or the email address provided at entry, to notify the potential him/her that he/she is has been selected as a Winner and to arrange for claiming of the Prize.

ALL WINNERS MUST MEET ALL ELIGIBILITY REQUIREMENTS AND COMPLY WITH THESE TERMS TO WIN THE PRIZE. WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, IN ADMINISTRATOR'S SOLE DISCRETION, AND ALL ADMINISTRATOR'S DECISIONS WITH RESPECT THERETO ARE FINAL. NO ENTRANT WILL BE DECLARED A WINNER UNLESS AND UNTIL ADMINISTRATOR HAS VERIFIED THE THAT ENTRANT'S ELIGIBILITY.

ENTRY RESTRICTIONS.

General Restrictions. All entries must conform to Administrator's Terms of Use, as determined by Administrator in its sole discretion. You may not submit any entry that: (a) is unlawful, harmful, pornographic, obscene, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way; (b) harasses, degrades, intimidates, or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (c) is false, deceptive, misleading, deceitful, or fraudulent; (d) promotes illegal activities or is otherwise in violation of any law, rule, or regulation; (e) can be reasonably be expected disparage or adversely affect the reputation or commercial interests of Administrator; (f) violates or infringes on the rights of any third party; (g) may subject Administrator or any other person or entity to any civil or criminal liability; (h) you do not own all right, title, and interest in and to.

Ownership. You must be the sole owner of all right, title, and interest (including all copyrights and any other intellectual property rights therein) in and to all your entries.

Incorporated Materials. If your entry uses, features, incorporates, or has displays therein any materials, works, content, music, performances, compositions, or trademarks owned by a third party or the name, image, likeness, voice, identity, social media ID, statement, hometown, or biographical information of any person (collectively “**Incorporated Materials**”), then you must have from the respective owner, full clearance, consent, and permission to use, feature, incorporate, and/or display those Incorporated Materials (as incorporated into your entry) in connection with your entry into this Contest. If you do not have such clearance, consent, or permission, do not submit any such entry.

Third Party Terms. If entry into this Contest requires you to make use of any third-party products or services, including without limitation, third-party, apps, websites, social media platforms, or email services (collectively, “**Third-Party Services**”), then you agree to abide by the rules, policies, terms, and conditions governing the use of each of those Third-Party Services.

CANCELLATION AND DISQUALIFICATION.

Administrator reserves the right to, in its discretion, cancel, suspend, and/or modify the Contest (or any part thereof) and/or to disqualify any entrant, Winner, or potential Winner in the event of any of the following (each “**Disqualifying Event**”):

- Administrator has reason to believe there exists any tampering, fraud, delay, unauthorized intervention, cheating, technical failures, fraudulent voting, or any other factor, technical failures, or other causes that corrupt the administration, security, fairness, integrity, or proper functioning of the Contest;
- Any entrant fails to comply with these Rules or any applicable law, rule, or regulation;
- Any entrant annoys, abuses, threatens, or harasses any other entrant or Administrator;
- Administrator’s technical systems become otherwise impaired for any reason, in a manner that may affect the administration, security, fairness, integrity, or proper functioning of the Contest;
- Administrator is unable to verify the eligibility of a Winner or potential Winner, or Administrator determines a Winner or potential Winner to be ineligible;
- Any entrant fails to provide current and correct contact information for when entering;
- Any person attempts to exceed the limit of number of entries into the Contest by any method, including but not limited to, using multiple email addresses or accounts or robotic entries;
- A Winner is not ready, willing, or able to accept and claim the Prize, in accordance with these Rules, or Administrator is unable to deliver the Prize for any reason.
- Administrator is unable to deliver the Prize for any reason; or

- As may be required by any governmental agency with authority over contest regulation.

In the event of any Disqualifying Event, Administrator reserves the right, but will not be obligated to, award or dispose of the Prize, as deemed fair and appropriate by Administrator, in its sole business discretion, including without limitation, disqualifying all suspect entries and/or selecting new winner(s) from the remaining pool of non-winning entries, using the same winner selection method.

LICENSE TO ENTRIES.

You agree that, in addition to all provisions stated in these Rules, all entries will constitute “**User Submissions,**” as defined by Administrator’s Terms of Use, and will be subject to all provisions of the Terms of Use regarding User Submissions. In addition to the provisions of the Terms of Use governing User Submissions, you grant Administrator and its parents, subsidiaries, affiliated entities, licensees, designees, successors, and assigns (collectively, “**Licensees**”) a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully-paid, sub-licensable, and transferable license to, in Administrator’s sole discretion, use, copy, exhibit, transmit, distribute, prepare derivative works of, broadcast, display, edit, modify, telecast, publicly perform and display, stream, compile with other works, and otherwise exploit your entries (including without limitation, any Incorporated Materials therein), in any media formats now known or hereafter devised and through any media channels, for all commercial and non-commercial purposes,, all without any further compensation, consideration, notice to, or approval by, you.

PUBLICITY.

You grant Licensees the perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable, and transferable right to, in Administrator’s sole discretion, use your name, image, likeness, voice, identity, social media ID, statement, hometown, and/or biographical information, in any and all media now known or later devised and through any media channels, for any and all purposes (whether commercial, non-commercial, or otherwise), without any further compensation, consideration, notice to, or approval by, you. The foregoing license includes the right of Licensees to modify and/or edit your Likeness, provided that Administrator will not modify or edit your Likeness in a manner that is reasonably likely to be disparaging of you.

REPRESENTATIONS AND WARRANTIES.

You represent and warrant that:

- You are the exclusive owner of all right, title, and interest in and to all entries you submit;
- You have not assigned, transferred, or exclusively licensed any rights (including without limitation any copyrights or other intellectual property rights), in your entry or any portion thereof to any third-party, nor otherwise encumbered your entry or any rights therein.
- You have full right, power, and authority to grant to Administrator all rights, licenses, and consents under these Rules;
- With respect to any Incorporated Materials used, featured, incorporated, or displayed in your entry, you have obtained full clearance, consent, and permission to use, feature, incorporate,

and/or display those Incorporated Materials in your entry, submit them with your entry into this Contest, and grant Administrator all rights granted by these Rules; and

- Your entry does not and will not violate or infringe upon the rights of any third party.

TAXES AND FORMS.

All Winners are solely responsible for all federal, state, and local taxes associated with the value of the Prizes, and for any shipping and handling charges related to delivery of the Prize. As a condition of receiving any Prize, each Winner may be required to execute and return to Administrator a form W-9, Affidavit of Eligibility, Liability and Publicity Release, and any other forms requested by Administrator, each in a form and substance acceptable to Administrator.

RELEASE.

BY ENTERING THIS CONTEST, YOU FOREVER RELEASE AND HOLD HARMLESS ADMINISTRATOR, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, “**RELEASEES**”) FROM AND AGAINST ANY CLAIMS, LIABILITIES, JUDGMENTS, DAMAGES, LOSS, ACTIONS OR CAUSE OF ACTION, AND COSTS (INCLUDING REASONABLE ATTORNEY’S FEES) (COLLECTIVELY, “**CLAIMS**”), KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, THAT YOU MAY NOW OR LATER HAVE, ARISING FROM OR RELATED TO YOUR ENTRY INTO, INABILITY TO ENTER INTO, OR PARTICIPATION IN THE CONTEST. YOUR FOREGOING WAIVER AND RELEASE INCLUDES, WITHOUT LIMITATION, ALL CLAIMS ARISING FROM OR RELATED TO: (A) THE NEGLIGENCE OF ANY RELEASEE OR ANY THIRD PARTY; (B) PHYSICAL AND/OR MENTAL INJURY, HARM, DAMAGES, DISABILITY, ILLNESS, DEATH, AND/OR OTHER OR LOSS TO YOU OR YOUR PROPERTY; (C) LOST, LATE, MISDIRECTED, DAMAGED, STOLEN, ALTERED, GARBLED, FRAUDULENT, INCORRECT, INCOMPLETE, OR DELAYED ENTRIES; (D) RECEIPT, USE, OR MISUSE OF THE PRIZE; (E) ERRORS OR MALFUNCTIONS OF ANY EQUIPMENT, COMPUTER, ONLINE SYSTEMS, SERVERS, PROVIDERS, OR COMPUTER HARDWARE OR SOFTWARE FAILURES; (F) THIRD-PARTY INTERVENTION INTO THE CONTEST OR OTHER TECHNICAL OR HUMAN ERRORS OR MALFUNCTIONS OF ANY KIND; (G) USE OF THE WEBSITE ON WHICH THE CONTEST IS CONDUCTED; (H) THE CANCELLATION, SUSPENSION, OR MODIFICATION OF THE CONTEST OR THE DISQUALIFICATION OF ANY ENTRANT OR WINNER; AND (I) BREACH OF CONTRACT; AND/OR (I) INFLECTION OF EMOTIONAL DISTRESS; DEFAMATION, FALSE LIGHT, COMMON LAW OR STATUTORY MISAPPROPRIATION, INVASION OR OTHER VIOLATIONS OF ANY ACTUAL OR PURPORTED RIGHT OF PRIVACY AND/OR PUBLICITY.

RESIDENTS OF CALIFORNIA OR STATES WITH SIMILAR LAW: IF YOU ARE A RESIDENT OF CALIFORNIA, OR OF A STATE WITH A LAW SUBSTANTIALLY SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE, THEN YOU EXPRESSLY WAIVE ALL RIGHTS AND BENEFITS AFFORDED BY CALIFORNIA CIVIL CODE SECTION 1542 OR YOUR STATE’S SUBSTANTIALLY SIMILAR LAW, AND YOU DO SO UNDERSTANDING AND ACKNOWLEDGING THE SIGNIFICANT OF SUCH SPECIFIC WAIVER THEREOF. SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA STATES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

THUS, NOTWITHSTANDING THE PROVISIONS OF SECTION 1542 OR YOUR STATE'S SUBSTANTIALLY SIMILAR LAW, AND FOR THE PURPOSE OF IMPLEMENTING A FULL AND COMPLETE RELEASE AND DISCHARGE OF RELEASEES, YOU EXPRESSLY ACKNOWLEDGE THAT THE RELEASE GRANTED BY YOU BY THESE RULES IS INTENDED TO INCLUDE IN ITS EFFECT, WITHOUT LIMITATION AND WITH RESPECT TO THE ENTIRETY OF THE RELEASE HEREIN, ALL CLAIMS NOT KNOWN OR SUSPECTED BY YOU AND ALL FACTS IN ADDITION TO OR DIFFERENT FROM THOSE WHICH YOU CURRENTLY KNOW OR BELIEVE TO BE TRUE, AND THAT THIS RELEASE CONTEMPLATES THE EXTINGUISHMENT OF ANY SUCH CLAIMS WHICH YOU MAY HAVE AGAINST ANY RELEASEES. ALL PROVISIONS OF THESE RULES APPLICABLE TO SECTION 1542 WILL APPLY WITH FULL FORCE AND EFFECT TO YOUR STATE'S SUBSTANTIALLY SIMILAR PROVISION

LIMITATION OF LIABILITY.

THE RELEASEES WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE, LOST BUSINESS, ANTICIPATED PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, AND REGARDLESS OF WHETHER THE RELEASEES WERE OR SHOULD HAVE BEEN AWARE OF OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION.

By entering this Contest, you indemnify, defend, and hold harmless the Administrator from and against any all third-party Claims related to your: (a) breach or violation of these Rules or of any representation, warranty, or provision contained herein or otherwise made in connection with the Contest; (b) causing physical and/or mental injury, harm, damage, disability, illness, death, loss, or damage to any third party; (c) violation of or infringement upon the rights of any third party; or (d) violation of any applicable law, rule, or regulation.

JURISDICTION.

This Contest and these Rules will be governed by the laws of the State of Texas, without regard to conflict of law principles. Any disputes arising from or relating to this Contest, these Rules (including their construction, validity, and enforceability), the Prize, and/or any rights or obligations hereunder will be adjudicated, individually (not by any class or representative action), exclusively in the State or Federal Courts located in Austin, Texas.

GAMBLING PROHIBITED.

This Contest is for entertainment purposes only and may not be used as or in connection with any form of gambling.

NO THIRD PARTY ENDORSEMENT.

This Contest is not associated with or administered, sponsored, or endorsed by, any Third-Party Services, or any third party other than the Contest Entities.

RULES; WINNER LIST; QUESTIONS.

To receive a copy of these Rules, within 15 days after the end of the Contest Period, send a self-addressed stamped envelope to: Administrator Media, LLC, attn. Contest Rules, 98 San Jacinto Blvd., Suite 160, Austin, TX 78701. The winner list will be mailed approximately 15 days after receipt of requests therefore. For any questions about this Contest, contact the Administrator at the preceding address.