## "WILD to INSPIRE" Short Film Contest OFFICIAL RULES

## NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

**PROMOTION DESCRIPTION:** The "WILD to INSPIRE" Short Film Contest (the "**Contest**") begins on or about November 11, 2019 at 12:00 p.m. Eastern Time ("**ET**") and ends on February 3, 2020 at 12:00 p.m. ET (the "**Promotion Period**"). During the Promotion Period, entrants will have the opportunity to submit a short film (each, a "**Submission**") that captures the theme of celebrating "Earth Day" and to submit the video for consideration as more fully set forth below. At the end of the Promotion Period, up to three (3) Finalists will be selected from the eligible Submissions received during Promotion Period. From these Finalists, one (1) Grand Prize Winner will be selected, as more fully set forth below. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Nat Geo WILD, 1145 17th Street NW, 3rd Floor, Washington, DC, 20036, ("**Sponsor**") which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry are eligible to enter. Officers, directors and employees of Sponsor, Sun Valley Film Festival, and each of their respective parents, subsidiaries, affiliates, members, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively as the "**Promotion Entities**"), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Contest or win a prize. This Contest is void where prohibited.

**HOW TO ENTER:** To participate in the Contest, you must upload your video to **www.wildtoinspire.submittable.com.** Registration with Submittable is required to enter a short film and to enter the Contest. There is no cost to register with Submittable. Entries become the exclusive property of Sponsor and will not be returned or acknowledged.

All Submissions should capture the "Earth Day" theme. The ultimate goal is to celebrate earth day and/or inspire others to take conservation action for the planet. In addition, the Submission must meet with technical specifications provided on Submittable and comply with the following "Submission Requirements": (i) the Submission must be at or under three (3) minutes in length; (ii) the Submission must be the submitting entrant's original, previously unpublished work and not feature or focus on any material owned or controlled by third parties (including without limitation, third party copyrighted material); (iii) the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission (in the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor's benefit, or allow the applicable Submission to remain in Contest); (iv) the Submission must not include images that are obscene, pornographic, libelous or otherwise objectionable; and (v) the Submission must not include any corporate logos. Any Submission that, in Sponsor's good faith judgment, violates the Submission Requirements will be disqualified. Submissions must be received by the end of the Promotion Period. No substitutions of new versions of Submissions will be accepted under any circumstances once the original Submission is submitted for consideration. Any Submission that is considered by Sponsor in its sole and absolute discretion to be in violation of the Submission Requirements or obscene, pornographic, libelous, hate speech or otherwise

objectionable, in whole or in part, will be disqualified and will not be eligible for entry. All personally identifiable information collected in connection with the Contest will be used by Sponsor in accordance with its online privacy policy, located at http://www.nationalgeographic.com/community/privacy/. Any communication or information transmitted to Sponsor by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Submissions will not be returned or acknowledged. Proof of submission is not considered proof of delivery to or receipt by Sponsor of such entry. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor. Sponsor may engage a third party platform or application provider (for ease of reference, a "Third Party Application Provider") to administer certain aspects of the Contest, including without limitation, the online collection of entry information. Such Third Party Application Provider will provide your personally identifiable information to Sponsor, who will use such information in accordance with its privacy policy as set forth above. Third Party Application Providers may also use your information for their own independent purposes in accordance with their own independent privacy practices. Sponsor is not responsible for the storage or any use of your entry information by any Third Party Application Provider. You should carefully review the privacy practices of any third party to determine their specific privacy policies. Sponsor is not responsible for the storage or any use of your entry information by any Third Party Application Provider.

IMPORTANT NOTE: Any entrant who incorporates any intellectual property or material owned by a third party into his or her Submission does so at his or her own risk. Without in any way limiting, expanding amending the Terms of Use policy http://www.nationalgeographic.com/community/terms/ which Terms of Use policy shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the contest because of such infringement, such Submission may be disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Submission has been or can be sufficiently cleared for legal purposes.

WINNER SELECTION AND NOTIFICATION: Once a Submission is uploaded to Submittable it may be made available for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. At the end of the Promotion Period, a panel of judges selected by Sponsor (the "Judging Panel") will select up to three (3) Finalists from all eligible Submissions received during the Promotion Period based upon the following criteria: Thirty Percent (30%) for connection to the theme of celebrating the "earth day", Twenty Percent (20%) for quality of storyline and script, Twenty Percent (20%) for creativity and/or content originality, Twenty Percent (20%) for production quality (e.g. lighting, shot composition, focus, sounds), and Ten Percent (10%) for editing (collectively, the "Judging Criteria"). After the Finalists are selected, the Judging Panel will re-evaluate and score the Finalists, based on the Judging Criteria. The Grand Prize Winner will be the highest scoring Finalist, based on the Judging Panel's re-evaluation. The Finalists and Grand Prize Winner will be notified through email, as applicable. The Finalists will be selected by approximately February 10, 2020. The Grand Prize Winner will be selected by approximately March 22, 2020. Sponsor shall have no liability for any Finalist or Grand Prize Winner notification that is lost, intercepted or not received by the potential Finalist or Grand Prize Winner for any reason. If a potential Finalist or Grand Prize Winner does not respond within the time required by Sponsor, or if the notification is returned as unclaimed or undeliverable to any potential Finalist or Grand Prize Winner, such potential Finalist or Grand Prize Winner will forfeit his or her potential prize and an alternate Finalist or Grand Prize Winner may be selected. If any potential Finalist or Grand Prize Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential Finalist or Grand Prize Winner will be disqualified and the next highest scoring Submission may be selected.

## **PRIZES:**

Finalist Prize: Up to three (3) Finalists will be selected. Each Finalist will receive a three (3) day / two (2) night trip for the Finalist and one (1) travel companion to Sun Valley, Idaho (the "Sun Valley Trip") to attend a special screening event at the 2020 Sun Valley Film Festival (the "Film Festival") which includes: (i) round-trip coach airfare for the Finalist and his or her travel companion between the major airport that is nearest to the Finalist's residence and Sun Valley, Idaho; (ii) two (2) nights' hotel accommodations for the Finalist and his or her travel companion , one (1) room, double occupancy at a hotel to be selected by Sponsor in its sole and absolute discretion; (iii) ground transportation between the hotel and airport; and (iv) a One Hundred Dollar (\$100) per diem for the Finalist. The total approximate retail value ("ARV") of each Finalist Prize is \$1,500.00.

**Grand Prize:** One (1) Grand Prize is available. The Grand Prize winner will receive a Nat Geo WILD expedition (the "**Expedition**") (such location to be selected by Sponsor in their sole discretion). Following his or her stay, the Grand Prize winner may be asked to provide updates to Nat Geo WILD, including video pieces, written posts and slideshows, as directed by Sponsor in its sole discretion. The Expedition includes: (i) round-trip coach airfare for the Grand Prize Winner between the major airport that is nearest to the Grand Prize winner's residence and the chosen expedition destination; (ii) room and board for the Grand Prize Winner; and (iii) ground transportation as necessary. The ARV of the Grand Prize is \$10,000. For clarification and the removal of doubt, the Grand Prize Winner may not be an employee of Sponsor and will receive no compensation in connection with his or her activities.

For the Sun Valley Trip, each Finalist's travel companion must be eighteen (18) years of age or older, or if such travel companion is under the age of majority in his or her state of residence (a "minor"), the Finalist must be such minor's parent or legal guardian, or such travel companion must travel with the written permission of such parent or legal guardian in form and substance acceptable to Sponsor in its sole discretion. If the Finalist is a minor, his or her travel companion must be his or her parent or legal guardian, or the Finalist must travel with the written permission of such parent or legal guardian in form and substance acceptable to Sponsor in its sole discretion. For the Expedition, if the Grand Prize Winner is a minor in his or her state of residence, he or she must travel with the written permission of his or her parent or legal guardian in form and substance acceptable to Sponsor in its sole discretion. In the event a Finalist's residence is close enough to Sun Valley, Idaho, such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Finalist Prize will not include air transportation from such Finalist's residence and no other substitution or compensation will be provided in lieu thereof. Each Finalist and his or her travel companion must travel together on the same itinerary. Each Finalist and his or her travel companion and the Grand Prize Winner must possess all required travel documents, including visas and valid passports, if and as applicable, and comply with any applicable hotel check-in requirements, such as presentation of a major credit card. All aspects of the travel portions of the Sun Valley Trip and the Expedition must be conducted on such dates as determined by Sponsor in its sole discretion. The dates of departure and return are subject to change at Sponsor's sole discretion. Airfare may not include government taxes, a Passenger Facility Charge or September 11th Security Fee. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. 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. The ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. Sponsor reserves the right to structure travel routes and select hotels in its sole discretion. The ARV for travel prizes is an estimate made before the Contest begins. Each Finalist and the Grand Prize Winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for any travel prize begins and ends at the point of departure. No interest will be awarded on cash prizes. Room taxes and other hotel fees are not included and if

applicable may be payable at the time of check-out by the winner/guest. A deposit or payment in advance, or presentation of a credit card by each Finalist and/or Grand Prize Winner, may be required at the time of check-in at the hotel. Any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and each Finalist and/or Grand Prize Winner is solely responsible for any charges and/or fees arising from changes made directly with the hotel. The prize restrictions/conditions stated herein are not all-inclusive and the Finalist Prize and Grand Prize described above may be subject to additional restrictions/conditions, which may be stated in the Prize Claim Documents (as defined below) and/or other travel documents. In the event the Grand Prize Winner or the Finalists and/or their travel companions engage in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the Grand Prize Winner and/or the Finalists and/or their travel companions home with no further compensation. All expenses and incidental travel costs not expressly stated in the prize descriptions above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes, gratuity or other expenses are the sole responsibility of the Finalist or Grand Prize winner. In the event that the Film Festival listed in the Finalist Prize description does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, an event of "Force Majeure" (defined below), or for any other reason, then in lieu of attending the Film Festival, the Finalists will receive the remaining components, if any, of the Finalist Prize and such components shall constitute full satisfaction of Sponsor's prize obligation to the Finalists, and no other or additional compensation will be awarded.

**GENERAL PRIZE CONDITIONS**: No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and nontransferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each Finalist and Grand Prize Winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Each potential Finalist and ultimately the Grand Prize Winner may be required to execute an Affidavit of Eligibility, a Liability Release, a Publicity Release (where imposing such condition is legal) and an Agreement/Acceptance Form certifying among other things that they have complied with these Official Rules (collectively, "Prize Claim Documents"). The travel companion of each Finalist will also be required to execute applicable Prize Claim Documents prior to travel. If a Finalist or Grand Prize winner is a minor, at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential Finalist or Grand Prize Winner (or, in the case of a minor, such minor's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification, the Finalist or Grand Prize Winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

CONDITIONS ON PARTICIPATION IN THE GRAND PRIZE. The Grand Prize to be awarded in this Contest involves a trip that may involve circumstances or activities that are considered dangerous. As part of the Prize Claim Documents, the Grand Prize Winner will be required to sign additional release documentation acknowledging and accepting the actual or potential risk of death or injury that may result from participating in the Grand Prize activities, and assuming all risks and releasing the Co-Promotion Partners from any and all liability of any kind. If the Grand Prize winner should, prior to or during the Expedition, commit any act which is antithetical to Sponsor or its productions or which brings the Grand Prize winner or Sponsor into public disrepute or scandal, or which shocks, insults or offends a substantial portion or group of the community or reflects unfavorably on the Grand Prize winner or Sponsor, Sponsor may, in addition to and without prejudice to any other remedy of any kind or nature set forth herein or otherwise available, terminate the Expedition early, in whole or in part, and send the Grand Prize winner home with no further compensation. Without limiting the generality of the foregoing, Grand Prize winner shall refrain from publicly making any disparaging or unfavorable comments about Sponsor or its productions both during and after the Expedition. Further, during Grand Prize winner's participation in the Expedition and any Grand Prize-related activities, the Grand Prize winner may not (a) carry weapons of any kind (including, without limitation, firearms and knives); (b) use illegal drugs or prescription medication without a valid prescription; and/or (c) consume more than a reasonable amount (as determined by Sponsor in its discretion) of alcoholic beverages.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each person who enters this Contest (and his or her parent or legal guardian, if the entrant is a minor) represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

**GRANT OF RIGHTS:** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Contest (and his or her parent or legal guardian, if the entrant is a minor) hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the Submission throughout the universe, in perpetuity, for any reason whatsoever, in any and all media, throughout the universe in perpetuity, without further notice to, consent by, or payment to entrant. Without in any way limiting the foregoing, Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements. In addition, the results and proceeds of the Grand Prize winner's activities in connection with the Grand Prize ("Results and Proceeds") shall be deemed a work-made-for-hire for Sponsor specially ordered and/or commissioned by Sponsor for use in an audio-visual work, and therefore, Sponsor shall be the author and exclusive copyright owner thereof for all purposes throughout the universe. If under applicable law the foregoing is not effective to place authorship and ownership of the Results and Proceeds and all rights therein in Sponsor, then by way of assignment and transfer of

present and future copyright and otherwise, the Grand Prize shall irrevocably grant, transfer, sell and assign to Sponsor, all of the Grand Prize winner's right, title and interest therein.

**PUBLICITY RELEASE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Contest, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, biographical information and Submission, and any individual(s) participating therein, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Contest or other promotions, and hereby release the Promotion Entities from any liability with respect thereto.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants (and any minor entrant's parent or legal guardian) agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by accessing Submittable or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or Submittable, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated for Force Majeure before the designated end date, Sponsor will (if possible) select the Finalists and Grand Prize Winner from all eligible, non-suspect Submissions received as of the date of the event giving rise to the Only the type and quantity of prizes described in these Official Rules will be awarded. termination.

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Submission or any materials or content created by the Grand Prize Winner during his or her trip(the "**Materials**"), or to otherwise exploit any Submission or Materials or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission or Materials for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.

**DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

**FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, releases from third parties appearing in the Submission, or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT

GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**ARBITRATION PROVISION:** By participating in this Contest, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Los Angeles, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Contest; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

WINNER'S LIST/OFFICIAL RULES: To obtain a copy of any legally-required winners list or a copy of these Official Rules, send a self-addressed stamped envelope to: "WILD to INSPIRE: : Short Film Contest", c/o Olivia Trexler ,  $1145\ 17_{th}$  Street NW,  $3_{rd}$  Floor, Washington, DC 20036. All such requests must be received within six (6) weeks after the end of the Promotion Period. These Official Rules will be posted on <a href="https://www.natgeotv.com">www.natgeotv.com</a> during the Promotion Period.

**MISCELLANEOUS:** This Contest is in no way sponsored, endorsed or administered by, or otherwise associated with Submittable, Inc. You understand that you are providing your information to Sponsor and not to Submittable.

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