

TERMS AND CONDITIONS FOR THE EMPOWERANDHELP GLOBAL AWARENESS 2020 CHALLENGE:

PLEASE READ THESE RULES CAREFULLY PRIOR TO PARTICIPATION OR ENTRY. RULES APPLY TO ALL EMPOWERANDHELP GLOBAL CHALLENGE PARTICIPANTS , INCLUDING GLOBAL CHALLENGE AMBASSADORS. PARTICIPANTS HERE REFER TO BOTH “GLOBAL CHALLENGE AMBASSADORS AS WELL AS GLOBAL CHALLENGE PARTICIPANTS”. THE EMPOWERANDHELP GLOBAL CHALLENGE AMBASSADOR PROGRAM IS OPEN ONLY TO THE PARTICIPANTS OF THE EMPOWERANDHELP GLOBAL CHALLENGE. ALL THE RULES APPLICABLE TO CHALLENGE PARTICIPANTS ALSO APPLY TO AMBASSADORS.

1. **Eligibility:** The Challenge is open only to individuals who: (a) will be attending grades 6 to 12 within the US school system at the time entry is submitted; (b) have their parents’/legal guardians’ permission to participate in The Challenge.
2. The Challenge is administered in the United States and by submitting an Entry to The Challenge you consent to the transfer of your personal information and, in the event of a minor, said minor’s parent or legal guardian consents to the transfer of his/her child’s personal information.
3. **Ineligibility:** The Challenge is not open to students who go to a school system outside of the US and who are not in Grades 6 to 12.
4. **Registration Period:** The registration period for The Challenge ends at 11:59 p.m. EST on July 10th, 2020 (the “Registration Period”).

5. **How to Register for the Challenge:** To register, visit www.empowerandhelp.com (the “Site”) and click on Global Challenge to Register.
6. **How to Register for the Ambassador Program:** Registration for EmpowerAndHelp Global Challenge is mandatory to be an Global Challenge Ambassador. Once registered for the challenge, fill out the form available <https://empowerandhelp.com/be-an-global-challenge-ambassador/>. The Ambassador program is optional and will not affect one’s chances to win a challenge. However, we do have 1 award reserved for an outstanding ambassador.
7. **Registration Fees:** There is a \$12.99 registration fee. Once you register please note that registration fees are non-refundable.
8. **Entry Period:** The entry period for the Challenge ends at 11:59 p.m. EST on August 31, 2020 (the “Entry Period”).
9. **Team Size:** There is a maximum team size of 5. While EmpowerAndHelp encourages each Participant to join a team and collaborate with other Participants, single person teams are permitted. Every participating person will have to be individually registered.
10. **How To Enter:** To enter, visit the Site during the Entry Period and follow instructions under Global Challenge tab. All Entries (as defined below) must be in the English language and must be completed and received no later than 11:59 p.m. EST on August 31st, 2020 to be eligible. Proof of submission is not proof of receipt. EmpowerAndHelp’s computer will be the official clock for The Challenge. EmpowerAndHelp reserves the right not to acknowledge or return any Entry. Each Entry must include the following (collectively, an “Entry”):

1. Team name (even if participating alone);
2. Team member information, including each member's first name, last initial, month and year of birth, and email (if any team members are under 13 years old, the email of a parent or guardian for each member under 13 must be provided);
3. Brief statement of idea (140 characters or less) along with your video;
4. Please submit the video files using standard video formats like MOV (.mov), MPEG-4 (.mp4), FLV (.flv), or WMV (.wmv) – accepted by youtube.
5. Signed release form for each contestant appearing in video.
6. Everything above should be sent in a single email to contactus@empowerandhelp.com.

11. Reporting of Ambassador Activities: All Ambassador activities must be completed and reported by no later than 11:59 p.m. PST on August 31, 2020 to be eligible for Ambassador Reward. Proof of submission is not proof of receipt. EmpowerAndHelp's computer will be the official clock for the Ambassador Program. EmpowerAndHelp's reserves the right not to acknowledge any submission.

12. The parent or legal guardian of a Participant under the legal age of majority in his/her jurisdiction of residence: (a) will ensure that Participant will comply with these Rules; and (b) warrants that Participant is capable of agreeing (through him/herself or through his/her parent or legal guardian) to these Rules and giving the consent contained herein. The Participant's parent or legal guardian must agree, and does hereby agree, to indemnify the EmpowerAndHelp, and EmpowerAndHelp Parties from and against: (a) any claims made by you or your

family against the EmpowerAndHelp and EmpowerAndHelp Parties in connection with The Challenge; and (b) any losses (including any liability) caused by any of your conduct which is inconsistent with these Rules.

13. Entry Guidelines: Each team must comply with all of the following content restrictions:

1. The Entry **MUST NOT** contain any team member's last name, address, social security number, or other federal or state identification number.
2. The Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark, patent, intellectual property-related rights, or property-related rights;
3. The Entry must not contain footage, images, or artwork not created by the team members unless the entrants have obtained all rights necessary to include such footage, images, or artwork as part of an Entry to the Challenge;
4. The Entry must not contain anything that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous.
5. The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
6. The Entry must not contain material that is in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created;
7. The Entry must not show experimentation with dangerous materials or items in any manner whatsoever; and
8. The video must not include third-party intellectual property or copyright-protected content, like logos on shirts or branded products visible in the background. Video should have all original content.

9. Please get appropriate permissions and/or credit the source of any third-party content referenced during the speech.
10. Each and every member of the team must meet all eligibility requirements of The Challenge.

14. Selection, Announcement, And Further Review Of Finalists: Project

EmpowerAndHelp will select 1 to 6 contestant entries as EmpowerAndHelp Global Challenge Finalists (“Finalists”) based on the following process:

1. Selected videos will be uploaded on our youtube channel. Videos will be officially accepted, selected and judged only from registered contestants who have emailed the release form and completed the registration process.
2. Videos will then be analyzed by a panel of judges at EmpowerAndHelp using following criteria 1) Tone 2) Message 3)Creativity 4)Quality .
3. Final results will be published on our website.

15. Cash Prizes For The Winners Will be distributed as below:

EmpowerAndHelp will select 6 winners as listed below

- EmpowerAndHelp Global Challenge Championship Award - \$300
- EmpowerAndHelp Global Challenge Golden Ambassador Award - \$200

High School Rewards :

- EmpowerAndHelp Global Challenge Winner - \$150

- EmpowerAndHelp Global Challenge Runner Up - \$100

Middle School Rewards :

- EmpowerAndHelp Global Challenge Winner - \$150
- EmpowerAndHelp Global Challenge Runner Up - \$100

16. The age of the oldest team member on the date the entry is submitted determines a team's division. If a team is combined of middle school and high school contestants, then the team will be judged as a high school division.

17. Winning teams will have to split the award evenly among themselves for charitable use.

18. **All Decisions Final:** All decisions of EmpowerAndHelp and EmpowerAndHelp Parties are final and binding in all respects.

19. **Winner Notification and Verification:**

EmpowerAndHelp will publish the final results on its website and also notify the potential winners by using the email address(es) provided on the Registration Form. Register with a valid email address. Should a winning notification be undeliverable, it will result in disqualification. If a potential winner is unreachable by email during a period of seventy-two consecutive hours, the potential winner and/or his or her team may be disqualified and/or EmpowerAndHelp may elect not to award the applicable prize, as EmpowerAndHelp may determine in its discretion.

20. Grant of Rights: By registering for the Challenge, each Participant (or if a minor, such Participant's parent or legal guardian) grants to EmpowerAndHelp and its designees the irrevocable, royalty-free right to publish, disseminate, and use the person's name, likeness, and biographical information without further notice or consideration, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, in connection with the execution and promotion of The Challenge and the promotion of EmpowerAndHelp and its activities. In addition, by registering, each Participant grants to EmpowerAndHelp and its designees a nonexclusive, irrevocable, royalty-free license to reproduce, exploit, adapt, use and display worldwide, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, the Entry and all components thereof, including without limitation posting the Entry and/or components thereof on the Site (or such other online environments as Project EmpowerAndHelp may designate), in connection with the execution and promotion of the Challenge and the promotion of EmpowerAndHelp and its activities, without further notice or compensation

21. Disputes: This Challenge is governed by United States law and is subject to all applicable federal, state, and local laws and these Challenge Rules shall be governed by and interpreted under the laws of the State of New Jersey without regard to its conflicts of law provisions. Participants hereby agree that any and all disputes claims, causes of action, or controversies arising out of or in connection with The Challenge or these Challenge Rules shall be resolved in arbitration

individually and without resort to collective, class, or aggregate action as set forth in the Terms of Use, which are available on the Site, and such arbitration must be brought and heard in the State of New Jersey. By registering and/or submitting an Entry, each Participant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

22. Indemnity: By registering and/or submitting an entry, each Participant agrees to indemnify, hold harmless and defend the EmpowerAndHelp and the EmpowerAndHelp Parties from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the registration, participation, and entry in The Challenge, any use of the Entry, and/or the exercise by EmpowerAndHelp of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Entry. Notwithstanding anything herein to the contrary, in the event of any claim by a third party affecting or relating to the Entry, EmpowerAndHelp shall have, in addition to any other rights available to it, at law or in equity, the right to immediately revoke any prize.

23. DISCLAIMER: NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL THE EMPOWERANDHELP, THE EMPOWERANDHELP, THE EMPOWERANDHELP PARTIES, FOR THE EMPOWERANDHELP GLOBAL CHALLENGE BE LIABLE TO ANY

PARTICIPANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS, LOST CAPITAL OR OVERHEAD, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT EMPOWERANDHELP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 24. Release of Claims:** By registering and/or submitting an Entry, each Participant releases the EmpowerAndHelp and the EmpowerAndHelp Parties for The EmpowerAndHelp Challenge from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with participation in The EmpowerAndHelp Challenge, any use of the Entry and/or the exercise by EmpowerAndHelp of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the team's Entry and claims for injury, loss or damage of any kind resulting from the team member's participation in EmpowerAndHelp Challenge or acceptance or use of any prize.
- 25. No Limitation on Exploitation of Materials:** Each Participant acknowledges that the EmpowerAndHelp engages and has engaged and will in the future engage in the development, preparation, production, acquisition, and dissemination of creative, educational, artistic, and other material (collectively, the "Materials"), including without limitation Materials that are similar or identical to a team member's Entry. Each Participant also acknowledges that other persons, including

employees of EmpowerAndHelp, may previously have originated and/or submitted to EmpowerAndHelp or to others, and may hereafter originate and/or submit, Materials that are similar or identical to the Participant's Entry. Each Participant agrees that it will not be entitled to any compensation because of the use by EmpowerAndHelp of any such similar or identical material.

26. No Limitation on Exploitation of Materials: Each Participant acknowledges that EmpowerAndHelp engages and has engaged and will in the future engage in the development, preparation, production, acquisition, and dissemination of creative, educational, artistic, and other material (collectively, the "Materials"), including without limitation Materials that are similar or identical to a team member's Entry. Each Participant also acknowledges that other persons may previously have originated and/or submitted to EmpowerAndHelp or to others, and may hereafter originate and/or submit, Materials that are similar or identical to the Participant's Entry. Each Participant agrees that it will not be entitled to any compensation because of the use by EmpowerAndHelp of any such similar or identical material.

27. Without limitation of the foregoing, EmpowerAndHelp may use, without any payment or other obligation whatsoever to any Participant, any part of the Materials, and any idea or concept contained therein, that (a) is similar or identical to, or contains significant elements encompassed in, a concept that is under consideration or in development by EmpowerAndHelp before or at the time of the Participant's Entry, (b) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its submission to EmpowerAndHelp or otherwise is in the

public domain, (d) would be freely usable by a third person if it had not been accepted as an Entry or the subject of any agreement, (e) is not protected by United States copyright law, or (f) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that is independently created by EmpowerAndHelp or any third party. By registering and/or submitting an Entry, each Participant agrees that EmpowerAndHelp's development, preparation, production, acquisition, dissemination, and/or exploitation of Materials similar or identical to the Participant's Entry or containing features, ideas, material and/or elements similar to or identical with those contained in the Participant's Entry shall not entitle the Participant to any compensation or other right or remedy whatsoever. As an inducement to EmpowerAndHelp to accept the Participant's Entry into The Challenge, each Participant hereby waives any claim or right of action against EmpowerAndHelp Parties or their successors in connection with the EmpowerAndHelp Parties' use of any Materials (or any portions thereof) whether or not such Materials are similar or identical to a Participant's Entry or contain any features, ideas, material, and/or elements that are similar or identical to those contained in a Participant's Entry. Acceptance by EmpowerAndHelp of an Entry is not an admission by EmpowerAndHelp of the novelty or originality of the Entry.

28. General Terms: All national, state, municipal and local laws and regulations apply. If any provision of these rules is invalid under the law, rules or regulations will only apply to the extent permitted. EmpowerAndHelp reserves the right in its sole discretion to disqualify any individual who violates these Challenge Rules, tampers with the entry process, and/or acts in any way that would, in any way,

discredit or harm the reputation of EmpowerAndHelp, and/or to cancel, modify, or suspend The Challenge if a Participant engages in fraud or misconduct or other conduct beyond the control of EmpowerAndHelp which corrupts the administration, integrity, security, and/or proper operation of The Challenge. Without limitation of the foregoing, EmpowerAndHelp reserves the right to terminate, modify, or suspend The Challenge due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production, or technical personnel to appear or be available; or other cause beyond its control. EmpowerAndHelp is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed Entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of Entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof. Caution: Any attempt by a person to deliberately damage any website or undermine the legitimate operation of The Challenge is a violation of criminal and civil laws and should such an attempt be made, EmpowerAndHelp reserves the right to seek damages from any such person to the fullest extent of the law. EmpowerAndHelp is not responsible for any typographical or other error in the printing of the offer, administration of The Challenge, or in the announcement of the prizes. These

Challenge Rules set forth the entire agreement and understanding between EmpowerAndHelp and Participant concerning the subject matter hereof and merges and supersedes all prior discussions, agreements, and understandings of any kind between them. Notwithstanding anything contained herein to the contrary, EmpowerAndHelp reserves the right, in its sole discretion, at any future time to terminate, modify, or suspend The Challenge for any reason, in EmpowerAndHelp's sole discretion. All notices shall be in writing and shall be delivered to the Participant in accordance with instructions contained on the Registration Form. EmpowerAndHelp's failure to enforce any provision of these Challenge Rules shall not constitute a waiver of any provision contained herein. The titles of Sections of these Challenge Rules are for convenience only and shall not be given any legal effect. The word "including" is used in these Challenge Rules to mean "including but not limited to".

29. **Privacy:** Personal information collected by EmpowerAndHelp is subject to the Privacy Policy located at <http://empowerandhelp.com/privacy-policy/>.