

SNAPWAVE
“PHOTO CHALLENGE” OFFICIAL CONTEST RULES

The following sets forth the Official Rules governing Snapwave’s “Photo Challenge” Contest (“Contest”). By clicking the “Submit” button below, you acknowledge that you have carefully read these Official Rules, you agree to be bound by the terms and conditions contained herein, and you represent and warrant that you satisfy all of the Contest eligibility requirements.

Contest Sponsors: The Contest is administered and sponsored by Expressionality Inc. d/b/a Snapwave, a Delaware corporation whose principal office is located at 730 Apple Tree Lane, Glencoe IL 60022 (“Snapwave”, “our”, “we”). The Contest is also co-sponsored by the musical artist (“Artist”), person or entity listed under the “Co-Sponsors” heading of the Contest information bubble on the Site, if applicable (“Co-Sponsors” and together with Snapwave, the “Sponsors”). Spotify, Inc., Apple, Inc., Deezer Inc, and any other person or entity that becomes a qualified streaming partner service to Snapwave (collectively, the “Partner Services”), as well as Instagram, Inc. (“Instagram”), are not, and shall not be considered, sponsors of the Contest, and the Contest is in no way endorsed, administered by, or associated with, such Partner Services or Instagram.

Contest Description: The Contest seeks to recognize the exceptional photography skills of the registered users (“Users”) of our website and mobile application (collectively, the “Site”) and provides our Users with the opportunity to create and submit one (1) or more original, unique photographs to be matched to a particular song on the Site (the “Contest Song”) for the chance to win the Prize (described in more detail herein). The Contest is subject to all applicable laws and regulations.

Contest Entry Period: The Contest commences immediately as of the date and time such Contest is uploaded onto the Site and opened to Users for submission and ends at 11:59PM Eastern Standard Time (“EST”) on the date that is thirty (30) days following the date upon which the Contest commenced (the “Entry Period”). For example, if the Contest was uploaded onto the Site and opened to Users for submission at 10:35AM EST on January 1, 2017, the Contest would commence at that time and continue through 11:59PM EST on January 30, 2017. Snapwave’s computer is the official time keeper of the Contest. All Contest entries must be submitted by a Contest entrant during the Entry Period in order to be eligible to be selected as a winner of the Contest.

Entrant Eligibility Requirements: THE CONTEST IS OPEN GLOBALLY ONLY TO THOSE INDIVIDUALS WHO (I) ARE REGISTERED USERS OF THE SITE, (II) ACCESS THE SITE AS A SUBSCRIBER OF A PARTNER SERVICE, AND (III) ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY (OR ANY GREATER AGE REQUIRED FOR SUCH INDIVIDUAL BE DEEMED TO HAVE REACHED THE AGE OF MAJORITY UNDER THE APPLICABLE LAW OF THE STATE OR JURISDICTION OF SUCH INDIVIDUAL’S PRIMARY RESIDENCE AT THE TIME OF ENTRY). MINORS AND INDIVIDUALS WHO HAVE NO OR LIMITED LEGAL CAPACITY MAY NOT PARTICIPATE. THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW, OR WHERE OTHER AGE RESTRICTIONS APPLY. ANY ENTRANT THAT DOES NOT MEET ANY OF THESE ELIGIBILITY REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES, WILL NOT BE ELIGIBLE TO WIN THE CONTEST AND THE SPONSORS RESERVE THE RIGHT TO DISQUALIFY SUCH ENTRANT FROM THE CONTEST AT ANY TIME IN THEIR SOLE AND ABSOLUTE DISCRETION. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THE CONTEST. INTERNET ACCESS IS REQUIRED TO ENTER.

Additional Contest Eligibility Rules: To be eligible to win the Contest, each Contest entrant must upload his/her photographs and complete all other steps required on the Site to submit such entrant's Contest entry within the Entry Period. Any submission received outside of the Entry Period will be automatically disqualified and rejected. Any person who is currently, or who has within the twelve (12) months immediately prior to the start of the Entry Period, held employment with, or performed services for, either Sponsor, or any of their respective parent, subsidiary and affiliated companies, or advertising and promotion agencies, or who is an immediate family member of such person (parents, spouses, children, siblings, grandparents irrespective of where they reside) and/or who is or has lived in the same household as such person (whether or not related thereto), is not eligible to enter or win the Contest.

A Contest entrant shall be entitled to submit multiple Contest entries during the Entry Period; provided, that each individual Contest entry photograph that is submitted must be substantially different, unique and distinct from all other Contest entry photographs submitted by such Contest entrant, such that the photographs cannot be stylistically compared to each other as substantially similar or identical. For example, a Contest entrant shall not be permitted to submit multiple, identical Contest entries containing an identical photograph of the same sunset, or multiple Contest entries containing similar photographs of different sunsets, but would be permitted to submit a Contest entry containing a photograph of a sunset and another Contest entry containing a photograph of a burning candle. The Sponsors shall have the right, in their sole and absolute discretion, to automatically disqualify any Contest entrant who submits more than one (1) Contest entry for consideration that fails to meet the above described uniqueness criteria, in which case such Contest entrant shall not be eligible to win the Contest, and/or the Sponsors shall have the right, in their sole and absolute discretion, to immediately delete any duplicative Contest entries from the Site, in which case any such deleted Contest entry photographs shall not be eligible to be selected as the winning photograph.

By entering the Contest, each entrant: (a) agrees to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsors; (b) agrees that all decisions of the Sponsors are final in all matters relating to the Contest; (c) releases and holds harmless the Sponsors, each Partner Service, Instagram, and their respective parents, subsidiaries and affiliated entities, directors, officers, employees, managers, shareholders, members, attorneys, agents, and representatives (collectively, the "Released Parties") against any and all claims, liabilities or damages arising out of or relating to such Contest entrant's participation in the Contest and/or use or misuse or redemption of the Prize; (d) acknowledges full compliance with these Official Rules; (e) acknowledges full compliance with the applicable Partner Service's, and Instagram's, terms of use; and (f) waives any right to claim ambiguity in these Official Rules.

No Contest entry shall contain, and each Contest entrant represents and warrants that its Contest entry does not contain, any material which: (i) is sexually explicit, obscene, pornographic, violent, (e.g., relating to murder, the sales of weapons, cruelty, abuse, and etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation, or age), illegal (e.g. underage drinking, substance abuse, computer hacking, and etc.), offensive, threatening, profane, harassing, defamatory, slanderous or libelous, promotes bigotry, racism or hatred, or contains any other content or information that is unlawful, in violation of, or contrary to, the laws or regulations in any state or jurisdiction where the entry is submitted; (ii) disparages the Sponsors, the Contest or any person or entity affiliated with the Contest, including, without limitation, any Partner Service or Instagram; or (iii) contains personally identifiable information of any person. In addition, each Contest entry must constitute an original work of authorship of the Contest entrant and shall not include any third party copyrights, trademarks, trade dress, trade names, logos, designs, insignias, or any other content or information owned by any third party ("Third Party Materials"), which the Contest entrant does not have an adequate right and license to use as contemplated by the Contest. Each Contest entrant represents and warrants that his/her Contest entry

shall not infringe upon the rights of any third party, including, without limitation, intellectual property rights and rights of publicity and privacy.

Entrants must be a member in good standing of the applicable Partner Service for which they have a user account and Instagram in order to participate in the Contest. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted, and any use of such automated devices or programs will be void and all Contest entrants using such automated devices or programs will be automatically disqualified. All Contest entries shall become the non-exclusive property of the Sponsors and will not be acknowledged or returned.

Entrants who submit a Contest entry which, in the Sponsors' sole discretion, violates any of the Contest eligibility requirements contained herein will be automatically disqualified from, and shall not be eligible to win, the Contest. The Sponsors reserve the right to disqualify, in their sole and absolute discretion, any Contest entry deemed inappropriate or that does not comply with these Official Rules. The Sponsors reserve the right to determine in their sole discretion which Contest entries have satisfied the entry eligibility requirements.

How to Enter: To enter the Contest, all Contest entrants must (i) have Internet access; (ii) have or create a Site user account; (iii) have or create a user account with one of the Partner Services, which such entrant must use to access the Site; and (iv) (A) upload a photograph that is stored directly on the electronic device that such Contest entrant uses to access the Site or (B) create an Instagram user account and upload photographs to such Instagram user account, one of which such entrant must select and upload to the Site to complete the Contest entry. To create a Site user account, go to [<http://snapwave.co/>] and fill out the new user sign up form, or download the Snapwave mobile application on your mobile device, and fill out the new user sign up form. To create a user account with one of the Partner Services, go to the homepage of the applicable Partner Service website, or download the applicable Partner Service mobile application, and fill out the new user sign up form. To create an Instagram user account (if choosing to upload the Contest entry photograph through Instagram), go to <https://www.instagram.com>, or download the Instagram mobile application, and fill out the new user sign up form. There may be a fee associated with creating your Partner Service user account, and such fee may vary depending on which Partner Service you choose to join. There is no fee associated with creating an Instagram account or uploading photographs to your Instagram user account. Entrants choosing to upload a Contest entry photograph directly from his/her electronic device may need to update certain permissions and/or privacy settings on the device in order to allow the Site to gain access to such entrant's photographs for upload. Entrants accessing the Site via the Internet will not incur any costs over and above their normal service provider fees. However, entrants accessing the Site via a cellular phone or other mobile device may incur costs for data use and roaming charges may apply if outside your local area. Any such costs incurred as a result of accessing the Site via a cellular phone or other mobile device are the sole responsibility of the Contest entrant.

Once a Contest entrant has completed the above steps and established the required user accounts stated above, the Contest entrant must (i) access the Site, (ii) click on the "Photo Challenges" link within the Site to pull up the list of active "Photo Challenge" contests, (iii) click on link for this Contest within the "Photo Challenges" contest list page, (iv) upload a photograph directly from such Contest entrant's electronic device or through such Contest entrant's Instagram user account (as applicable) and submit such photograph to the Site for display in the Contest, and (v) complete all other information and requirements necessary to submit the Contest entry as stated in the link for this Contest on the Site. Entrants who do not complete all of the steps listed above during the Entry Period will not be counted and shall not be eligible to win the Prize. NOTE: Contest entries from entrants who have certain privacy settings on their Instagram account that restrict the people who are allowed to view their posts and updates may not be received due to the way Instagram operates its service. By entering the Contest, you

are confirming that you meet the eligibility requirements set forth herein. The term “entrant” for purposes of these Official Rules means the natural person assigned the email address utilized by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. No entrant may consist of a group of individuals collaborating on a Contest entry. Each entrant must provide all information requested on the Site to be eligible to win the Contest. The Sponsors are not responsible for any late, lost, misrouted, incomplete, illegible, garbled, distorted, invalid, corrupt, unintelligible, misdirected or damaged transmissions of Contest entries (“Invalid Contest Entries”), and such Invalid Contest Entries will be disqualified from the Contest. Sponsors are also not responsible for (a) electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures; (b) any Contest disruptions, injuries, losses, or damages caused by events beyond the control of the Sponsors or by non-authorized human intervention; or (c) any printing or typographical errors in any materials associated with the Contest, and Sponsors are not responsible for notifying any entrant of an Invalid Contest Entry or any of the other Contest entry issues described herein.

Judging; Contest Rounds; Contest Winner Announcement; User’s Pick: All Contest entries will be judged by other Users of the Site as well as a panel of judges (as described in more detail herein); provided that the ultimate Contest winner will be selected solely by the panel of judges.

Simultaneously with the start of the Entry Period and continuing until the close of the Entry Period, all Contest entry photographs uploaded during the Entry Period will be instantly viewable by other Users of the Site, who will have the opportunity to vote for such Contest entries by clicking on the “Heart” icon directly below the photograph pertaining to such Contest entries. Each “Heart” represents one (1) vote, and a User will only be able to vote one (1) time per Contest entry photograph. Site Users voting on Contest entries will be instructed to base their votes on the following criteria: (i) the ability to capture the mood and feeling of the Contest Song; (ii) originality/creativity and artistic merit, (iii) genuineness/authenticity; and (iv) the quality and professionalism of the image.

Immediately following the close of the Entry Period, and for a period of seven (7) days thereafter, all valid Contest entries submitted during the Entry Period in accordance with these Official Rules will be judged by a panel of at least two (2) judges who may or may not be employees or affiliates of Snapwave or the Co-Sponsors. All judges shall be selected at the sole discretion of the Sponsors. The panel of judges will select one (1) Contest winner from the pool of eligible Contest entries received during the Entry Period based on the following criteria: (i) the number of votes or “Hearts” received from Users of the Site; (ii) the ability to capture the mood and feeling of the Contest Song; (iii) originality/creativity and artistic merit, (iv) genuineness/authenticity; and (v) the quality and professionalism of the image. The Contest entry with the most votes from the panel of judges will be declared the Contest winner. In the event there is a tie between two (2) or more Contest entries, the panel of judges will again vote between the tied finalist Contest entries using the same criteria set forth above, and the winner of such vote will be declared the Contest winner. All decisions of the panel of judges are final in all aspects of the Contest.

The Contest winner will be announced on the Site by 9:00PM EST on the date that is three (3) days following the close of the judging panel voting.

By way of example only, if the Contest was uploaded onto the Site and opened to Users for submission at 10:35AM EST on January 1, 2017, the Entry Period for the Contest would commence at that time and continue through 11:59PM EST on January 30, 2017, during which time eligible Contest entrants would be able to submit their Contest entry photographs and other Users of the Site would simultaneously be able to vote on, or “Heart”, such Contest entry photographs. Then, from the period beginning 12:00AM EST on January 31, 2017 through 11:59PM EST on February 6, 2017, the selected panel of judges would

vote on a Contest winner from the pool of eligible Contest entries submitted during the Entry Period. The Contest winner would then be announced on the Site by 9:00PM EST on February 9, 2017.

In addition to the announcement of the Contest winner selected by the panel of judges, the Contest entry photograph that receives the most votes or “Hearts” from other Users of the Site will also be announced on the Site as the “User’s Pick” at the same time that the Contest winner is announced (the “User’s Pick”); provided, that the Contest entrant whose Contest entry photograph is selected as the User’s Pick (and not the Contest winner selected by the judges) shall not be entitled to the Prize or any other prize and shall receive no other compensation or award of any kind as a result of being the User’s Pick. In the event there is a tie between two (2) or more Contest entries with the highest number of User votes or “Hearts”, each such Contest entry photograph shall be deemed a User’s Pick and will be announced on the Site together. By entering this Contest, each Contest entrant hereby grants to Snapwave the right and license to use such Contest entrant’s username and Contest entry photograph on the Site for the purpose of announcing, showcasing and/or promoting such Contest entrant’s Contest entry photograph as a User Pick (to the extent selected).

NOTE: ALTHOUGH SITE USERS WILL CONTINUE TO BE ABLE TO “HEART” CONTEST ENTRY PHOTOGRAPHS ON THE SITE FOLLOWING THE CLOSE OF THE ENTRY PERIOD, ONLY “HEARTS” RECEIVED DURING THE ENTRY PERIOD WILL BE COUNTED TOWARDS DETERMINING WHICH CONTEST ENTRY PHOTOGRAPHS ADVANCE TO THE SECOND ROUND OF VOTING. “HEARTS” RECEIVED AFTER THE ENTRY PERIOD WILL NOT COUNT AS A VOTE.

Contest Prize: The prize awarded to the Contest winner shall be the prize described under the “Rewards” heading of the Contest information bubble on the Site (the “Prize”).

The estimated retail value of the Prize is between zero dollars (\$0) and four hundred dollars (\$400), depending on the Artist and the type of Prize being granted. The actual retail value of the Prize may vary and is subject to change based on current market conditions at time of Prize fulfillment. Any difference between the estimated retail value and the actual retail value, if any, will not be awarded to the Prize winner. The Prize is awarded “as-is” without any warranty or guarantee, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. Additional restrictions, limitations and conditions may apply. No substitution, transfer or cash equivalent of the Prize or any portion thereof is permitted, except in the Sponsors’ sole discretion, in which case a prize of comparable or greater value may be awarded. Any physical Prize elements (e.g., cash awards, signed Artist album, etc.) will be delivered via mail to the physical mailing address provided by the Prize winner, as described in more detail under the “Conditions to Prize Award” section below, and will be fulfilled within thirty (30) days of the announcement of the Prize winner. The Sponsors will use commercially reasonable efforts to fulfill all non-physical Prize elements (e.g., featuring Contest winner’s photograph on the Site or Artist website/social media pages, etc.) as soon as practicable following the announcement of the Prize winner. The Prize does not include any additional expenses or incidentals that the Prize winner may incur at any time in connection with the Prize, which are not specifically mentioned as being included herein, including, but not limited to, Internet or telecommunications charges such as data usage and phone calls, costs of using the Prize in any manner, or any federal, state and local sales or other taxes and surcharges, which are the sole responsibility of the Prize winner.

Conditions to Prize Award: As a condition to being awarded the Prize, the potential Prize winner must comply with these Official Rules as published, be confirmed as the official Contest winner and execute and deliver to the Sponsors a signed affidavit of eligibility and acceptance of these Official Rules and releases (including, without limitation, the name, social media name/handle, photograph, portrait, picture, video, actual or simulated likeness, image, voice, address (city and state), biographical information, and

any other material based thereon or derived therefrom (the “Released Information”). The affidavit of eligibility will require that the Prize winner provide his/her Social Security Number, which will be used solely for tax reporting purposes, and an IRS Form 1099 will be filed in the name of the Prize winner for the value of the Prize.

The potential Prize winner will be notified of winning the Contest via email, based on the email address provided by such potential Prize winner when creating his/her User account for the Site. The potential Prize winner will be asked to provide a confirmation of acceptance of the Prize and certain other requested information set forth herein (via a reply to the email received). If any potential Prize winner does not respond with an email accepting the Prize and containing all requested information within forty eight (48) hours of notification, and deliver to the Sponsors all other required documentation (i.e. the affidavit of eligibility and release of the Released Information for the potential Prize winner), within the time period required by the Sponsors, that potential Prize winner will be disqualified and an alternate potential Prize winner will be selected based on the finalist Contest entrant who received the second most votes from the panel of judges in the second round. Any information submitted by the potential Prize winner in connection with the Contest shall be subject to Snapwave’s Privacy Policy described in more detail below.

Unless prohibited or restricted by law, Sponsors may conduct background checks on the potential Prize winner. Such background checks may include, without limitation, investigation of employment history, criminal or other arrest or conviction record, and any other factor deemed relevant by Sponsors to help ensure that selection of the potential Prize winner will not, in Sponsors’ sole discretion, reflect unfavorably on Sponsors or any of their respective affiliates or bring them into public disrepute, contempt, scandal or ridicule or reflect unfavorably on Sponsors. Sponsors may, in their sole discretion, disqualify any potential Prize winner based on the results of such background checks.

Grant of Rights: Snapwave and the other Co-Sponsors acknowledge that your Contest entry photograph belongs to you, and neither Snapwave nor the other Co-Sponsors claims to have any ownership interest in your Contest entry photograph. Notwithstanding the foregoing or anything to contrary contained herein, by entering the Contest, each Contest entrant hereby grants to the Sponsors and those acting pursuant to the authority of the Sponsors, a non-exclusive, perpetual, transferable, sublicenseable, royalty-free, irrevocable, fully paid, universal right and license to use, copy, transmit, reproduce, distribute, publish, delete, display, or otherwise exploit, in all media, whether now known or hereafter developed, without limitation at any time, such entrant’s Contest entry photograph, or any portion thereof, as well as such entrant’s Snapwave user name, in connection with the Contest and for the purpose of advertising, trade, or promotion related to the Contest, without further payment or additional consideration, and without review, approval or notification.

With respect to the Prize winner, by accepting the Prize, the Prize winner hereby grants to the Sponsors and those acting pursuant to the authority of the Sponsors, a non-exclusive, perpetual, transferable, sublicenseable, royalty-free, irrevocable, fully paid, universal right and license to use, copy, transmit, reproduce, distribute, publish, print, delete, display, modify, create derivative works of, or otherwise exploit, in all media, whether now known or hereafter developed, without limitation at any time, the Prize winner’s Contest entry photograph, or any portion thereof, for global commercial use, without further payment or additional consideration, and without review, approval or notification.

Notwithstanding the foregoing, the Sponsors shall have no obligation (express or implied) to use a Contest entrant’s, or Prize winner’s, Contest entry photograph, or to otherwise exploit such photograph, including, without limitation, on the Site, Snapwave’s social media pages, or on the website and social media pages of Artist, and the Sponsors may at any time abandon the use of any Contest entry photograph

for any reason, with or without legal justification or excuse, and Contest entrants shall not be entitled to any damages or other relief by reason thereof.

Odds; Taxes: The odds of winning a Contest will depend on the number of eligible Contest entries submitted, the quality of the photographs submitted by the Contest entrants as well as other factors. ANY FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE IS THE SOLE RESPONSIBILITY OF THE CONTEST WINNER.

Limitation of Liability: By participating in the Contest, each Contest entrant agrees to release, indemnify, defend, and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, expenses, or actions of any kind for any injuries, losses or damages of any kind to persons, including death and bodily injury, and property, arising in whole or in part, directly or indirectly, from participation in the Contest or any Contest related activity, and acceptance, possession, use or misuse of the Prize (as applicable), whether sponsored, held by or paid for by a third party or by Sponsors. Additionally and without limiting the foregoing, by participating in the Contest, each Contest entrant agrees that the Released Parties are not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable emails, Contest entries, release forms, affidavits or other correspondence; (ii) electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of the Sponsors that may cause the Contest to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Contest; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Contest unless they result from any gross negligence or breach of these Official Rules by a Sponsor; (vi) acceptance, possession, or use of any grant, including without limitation, personal injury, death and property loss or damage arising there from other than death or personal injury or property loss or damage caused by gross negligence on the part of a Sponsor; (vii) any virus contracted by any Contest entrant's computer or mobile device through participation in the Contest and (viii) claims based on publicity rights, defamation, invasion of privacy, or portrayal in a false light. The Sponsors reserve the right, in their sole discretion, to suspend or cancel the Contest at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Contest, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of the Sponsors. The Sponsors reserve the right, at their sole discretion, to prohibit any entrant from participating in the Contest or to disqualify any individual it finds, in their sole determination, (i) to be tampering with the entry process or the operation of the Contest; (ii) to be attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices; (iii) to be acting in violation of the Official Rules; (iv) or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If, for any reason, the Contest is not capable of running as planned, or in the event the Contest is challenged by any legal or regulatory authority, the Sponsors reserve the right in their sole discretion to cancel, terminate, modify or suspend the Contest or to disqualify affected entrants without any liability to such entrants. If the Contest is terminated before the stated expiration date, notice will be posted on the Site and the Prize may be awarded to a potential Prize winner to be selected from among all valid, non-suspect eligible Contest entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by the Sponsors. The Sponsors are not responsible for the content or practices of any third party websites that may be linked to the Sponsors' websites, mobile applications, or social

media pages. These sites may also be linked to websites operated by companies affiliated with the Sponsors. Visitors to those third party sites should refer to each site's separate privacy policies and practices.

Indemnification: Each Contest entrant agrees to indemnify, defend, release, and hold harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, damage to or loss of property, rights of publicity or privacy, infringement, or defamation or portrayal in a false light, arising out of such entrant's breach of these Official Rules. Furthermore, each entrant hereby agrees to indemnify, defend, release, hold harmless, and compensate the Released Parties for all claims, cause of action, damages, expenses, costs, losses, fees, and liabilities (including reasonable attorney's fees) related to or arising out of such entrant's use of any Third Party Materials in connection with the Contest or breach of any other represent or warranty contained herein.

Governing Law: ALL ISSUES AND QUESTIONS CONCERNING OR ARISING OUT OF OR CONNECTED WITH THE CONTEST, THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THE CONTEST, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS AND THE SPONSORS IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS. Each Contest entrant hereby irrevocably and unconditionally consents to submit to the jurisdiction of the courts in the state of New York and of the United States of America located in New York, New York for any actions, suits or proceedings arising out of or relating to the Contest. In the event of a claim or dispute, Contest entrant's sole remedy shall be limited to the remedy at law for damages, if any, and Contest entrant shall not have the right to in any way enjoin or restrain the distribution, advertising, publicizing or other exploitation (in any form of media) of the Site, the Contest, and/or any intellectual property owned or licensed by the Sponsors or their respective parent companies and affiliated entities. Other than for actual out-of-pocket expenses, under no circumstances will a Contest entrant be permitted to obtain awards for, and each Contest entrant hereby waives all rights to claim punitive, incidental and consequential damages, any other damages, and any and all rights to have damages multiplied or otherwise increased. In no event shall the Sponsors be liable to any entrant or Prize winner for damages that exceed the value of the Prize to be awarded to the individual entrant in the Contest.

The failure to exercise or enforce any right or provision of these Official Rules shall not constitute a waiver of such right or provision. If any part of these Official Rules is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of these Official Rules will remain fully in force.

Privacy Policy: Any personal information supplied by a Contest entrant in connection with the Contest will be subject to Snapwave's privacy policy posted at [<http://snapwave.co/privacy>]. The information necessary to operate the Contest will be collected by Snapwave at the time that each eligible Contest entrant registers for the Contest, and without limiting each Sponsor's rights under the Snapwave privacy policy with regards to its use of the information, will be used to contact such entrant specifically for operation of a Contest. By entering a Contest, each Contest entrant also consents to the collection, use and processing, as set forth in the Snapwave policy privacy, by Snapwave of such entrant's personal information provided at registration as well as any further information provided during such entrant's participation. The data utilized for the Contest shall be collected from all eligible entrants at the time that the eligible entrant registers for the Contest.

Request for Prize Winner Name, Official Rules; Questions: To obtain the name of the Prize winner or a copy of these Official Rules, send a request along with a stamped, self-addressed envelope to Snapwave

“Photo Challenge” Contest Winner/Rules, Expressionality Inc. d/b/a Snapwave, 730 Apple Tree Lane, Glencoe IL 60022. If you have any technical issues or other questions related to the Contest, send an email to hello@snapwave.co with the subject line: Challenge Issues.

Snapwave and the Snapwave logo are trademarks or registered trademarks of Expressionality Inc. All other trademarks or registered trademarks, including those of Artist, are the property of their respective owners. All rights reserved.