

**VYVE BROADBAND "CREATE OUR CHRISTMAS CARD
ARTWORK CONTEST" OFFICIAL RULES (2020)**

1. **ELIGIBILITY.** The Vyve Broadband "Create Our Christmas Card Artwork Contest" ("Contest") is open to legal residents of Alabama, Arkansas, California, Colorado, Georgia, Kansas, Louisiana, Nebraska, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Washington, and Wyoming located in Sponsor's service area who are the age of majority in their state of residence and who are parents or legal guardians ("Parent/Guardian") of children between the ages of three (3) and twelve (12) at the time of entering the Contest ("Participant"). Employees of Vyve Broadband ("Sponsor") and its parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (defined as spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Contest subject to all applicable federal, state and local laws. No purchase or payment is required for entry in the Contest.
2. **HOW TO ENTER.** The three-step submission process takes place from September 28, 2020 through November 1, 2020 ("Contest Period") as follows:
 - a. Obtain and complete an official Entry Form available from participating schools, Sponsor's retail offices, Sponsor's technicians or Sponsor's website at www.vyvebroadband.com/card-contest.
 - b. Submit a hand-drawn (not digital) original artwork in color created by Participant on the Entry Form or paper measuring 8 ½" x 11" illustrating a "Spirit of Christmas" theme ("Artwork"). The Artwork may be done on any type of paper within the recommended measurements using artistic medium such as paint (watercolors, acrylic, etc.), markers, crayons, and colored pencils. The Artwork, together with a completed Entry Form, shall be collectively referred to as the "Submission." The Entry Form must include the name, complete address, telephone number (including area code), date of birth, grade and other required information listed on the form for Parent/Guardian and Participant.
 - c. Participants may submit the Submission at their local Sponsor retail office, or send the Submission in its entirety via regular U.S. Postal Service mail in an envelope with proper postage to:

VYVE BROADBAND CHRISTMAS CARD ARTWORK CONTEST
Four International Drive, Suite 330, Rye Brook, NY 10573
Attn: Card Contest -Marketing Department

- d. All Submissions must be received by regular U.S. Postal Service mail no later than November 1, 2020 or they will be deemed ineligible. Limited to one (1) Submission per person. All Submissions become the sole property of Sponsor and will not be returned.
3. **ARTWORK REQUIREMENTS.** All Artwork must meet the following requirements to be eligible:
 - a. Artwork must be an original illustration in color hand-drawn (not digital) on the Entry Form or paper with measuring 8 ½" x 11". Artwork not meeting these requirements is ineligible for consideration in the Contest.
 - b. Artwork may not contain any content that is inappropriate or objectionable as determined by Sponsor in its sole and absolute discretion.
 - c. Artwork must be an original artwork created solely by Participant.
 - d. If the Artwork contains an image of any recognizable persons, the Parent/Guardian and Participant are responsible for obtaining, prior to sending the Submission, any and all releases and consents necessary to permit the exhibition and use of the Artwork by Sponsor as set forth in these Official Rules.
 - e. The Artwork must not contain any personally identifiable information of any person other than Parent/Guardian or Participant. Should the Artwork include personally identifiable information of Parent/Guardian or Participant, Parent/Guardian and Participant acknowledge and agree that such information will be disclosed publicly and they are solely responsible for any consequences thereof.
 - f. The Artwork must not contain any commercial content or logos other than that of Sponsor. Sponsor does not require that the Artwork contain its logo.
 - g. The Artwork may not have been previously published or won previous awards.
 - h. The Artwork may not contain any material or elements that are not owned/created by Participant and/or that are subject to the rights of third parties. By submitting a Submission, Parent/Guardian and Participant agree that the Artwork conforms to these Official Rules and that the Sponsor, in its sole discretion, may disqualify the Submission for any reason at any time, including if the Submission fails to conform to these Official Rules in any way as determined by Sponsor, in its sole discretion.

Also, by submitting a Submission, Parent/Guardian and Participant hereby grant permission for the Artwork to be used to adorn Sponsor's 2020 Customer Christmas Card, posted online by Sponsor on its website and social media networks, used in television advertising spots and otherwise used for commercial or non-commercial purposes. Parent/Guardian and Participant agree that Released Parties (as defined below) are not responsible for any unauthorized use of the Artwork by any third parties. Released Parties do not guarantee the posting, publishing or broadcast of any Artwork. Parent/Guardian and Participant agree that they will not use the Artwork for any other purpose, including, without limitation, posting the Artwork to any online social networks without the express consent of Sponsor in each instance.

4. **JUDGING.** All eligible Artwork received by Sponsor will be judged based on whether the work expresses the holiday-related theme, uniqueness and artistry. The Winner will be chosen by Sponsor's Advertising Agency. The top three (3) Participants will be declared Finalists in the Contest and one (1) of the Finalists will be declared the Winner of the Contest. Sponsor reserves the right to choose fewer than the stated number of potential Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Artworks.
5. **WINNER & FINALISTS NOTIFICATION.** The decisions of the judges and Sponsor are final and binding on all matters related to the Contest. The Winner will be notified by telephone or email and must have signed completed copies (unless prohibited by law) of all releases and other documents that may be required by Sponsor (collectively, "Release Forms"). Return of a prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a Winner or Finalist within a reasonable time period or noncompliance with these Official Rules may result in disqualification and, at Sponsor's sole discretion, the position as a Winner or Finalist may be awarded to the next runner-up. Officially becoming a Winner or Finalist is subject to verification of eligibility and compliance with these Official Rules.

- 6. PRIZES.** The Finalists (3) and their Artworks may be publicly announced by Sponsor through social media outlets, press release or as otherwise determined by Sponsor in its sole discretion. The Winner's Artwork will be integrated into Sponsor's 2020 Customer Christmas Card and will receive an **Apple iPad Mini or equivalent** (approximate retail value or ARV of \$200) and, if the winning entry is submitted from a school (as opposed to through an independent submission not affiliated with a school), the winning school will receive a "Cookies & Cocoa" party and a \$200 gift card to a local craft store (e.g., Michaels or Hobby Lobby) to purchase art supplies for the school. Winners are responsible for all applicable federal, state and local income taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.
- 7. GENERAL CONDITIONS.** By participating, each Parent/Guardian and Participant agrees: (a) to abide by these Official Rules and the decisions of Sponsor and judges relating to this Contest, which shall be final and binding in all respects; and (b) to release, discharge and hold harmless Sponsor; its affiliates, subsidiaries, and advertising and promotion agencies; and the respective officers, directors, equity holders, employees, agents and representatives of the forgoing (collectively "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Parent/Guardian and Participant's participation in the Contest or any Contest-related activity (including any travel/activity related thereto). Parent/Guardian and Participant agree not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion.
- 8. USE OF ALL ARTWORKS.** By submitting a Submission, each Parent/Guardian and Participant hereby grant to Sponsor, and to its licensees, successors and assigns, and any person or entity acting on its behalf, the irrevocable right and license to use, publish, exploit, modify, edit, transmit and distribute the Artwork and the names, ages, images and likenesses of any persons or locations embodied therein, and Participant's name, age, town, school, images and likenesses for programming, advertising, publicity and promotional purposes in any and all media now known or hereafter devised, worldwide, including but not limited to, on the Internet and television and in social media, as well as in company publications, in perpetuity without compensation (unless prohibited by law), or additional consents, permissions or notifications to Parent/Guardian, Participant or any third party and without prior inspection or approval. Each Parent/Guardian and Participant hereby agree to execute specific consents to such use if asked to do so.
- 9. OWNERSHIP OF ARTWORKS BY WINNER AND FINALISTS.**
By accepting a Prize, Winner agrees that the Artwork will be deemed a "Work Made for Hire" under the Copyright laws of the United States. If it cannot be so deemed, then the Winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Artwork, including all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights that Winner may now or later have in his or her Artwork. Sponsor reserves the right to alter, change or modify the Artwork, in its sole discretion. Upon request of Sponsor, Winner shall execute and deliver such additional instruments of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Artwork and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the assignment, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.
- 10. GOVERNING LAW/JURISDICTION.** The Contest and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of New York (as distinguished from the choice of law rules) applicable to contracts made and performed entirely in New York and where the relevant contacts are with such state. Except where prohibited, as a condition of participating in this Contest, each Parent/Guardian and Participant agree that any and all disputes, claims and causes of action arising out of or connected with this Contest or the determination of the Winner and Finalists shall be resolved individually, without resort to any form of class action.
Parent/Guardian and Participant further agree that in any cause of action, the Released Parties entire liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorneys' fees and/or experts' fees and costs. Parent/Guardian and Participant waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages and Parent/Guardian and Participant further waive all rights to have damages multiplied or increased.
- 11. MISCELLANEOUS.** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, illegible, stolen, delayed, misdirected, undelivered, or postage-due Submissions; or for lost, interrupted or unavailable network, server, Internet service provider, Contest site, website, or other connections, availability or accessibility. Released Parties are not responsible for miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties, which may occur in connection with the administration of the Contest, the processing or judging of Artworks, the announcement of the Winner and Finalists or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by any website or its users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Sponsor's website. Persons who tamper with or abuse any aspect of the Contest or Sponsor's website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Submissions will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised in any way, or in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness of the Contest, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential Winner and Finalists from all eligible, non-suspect Submissions received prior to action taken using the judging procedure outlined above.
- 12. CAUTION:** Any attempt to deliberately damage Sponsor's website or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorney fees) from any such individual to the fullest extent of the law, including criminal prosecution.
- 13. REQUEST FOR LIST OF WINNERS.** For a list of Winner and Finalists (available after December 7, 2020), send a stamped, self-addressed envelope to Sponsor at the above address or an email to art@vyvebb.com.