

OFFICIAL RULES – KALEIDOSCOPE OF LIFE PATIENT ART CONTEST 2023

1. **HOW TO ENTER:** No purchase or payment of any kind is necessary to enter or win this Kaleidoscope of Life Patient Art Contest 2023 (the “Contest”). Any purchase or payment will not increase your chance of winning the Contest. The Contest begins at 12:00 p.m. ET on February 1, 2023 and ends at 11:59 p.m. ET on February 28, 2023 (the “Contest Period”). Throughout the Contest Period, you may enter the Contest by completing the submission form available at <https://tafcares.org/art-contest/>, and submitting a high-res JPEG of your artwork (the “Artwork”) and your patient story (the “Patient Story”) based on the requirements/specs provided. For clarity, the Patient Story is optional and failure to include or inclusion of such will not increase your chance of winning the Contest. Online entry is the only method of entry.

Entries that are incomplete, false, or deceptive are void. Entries must be in English and shall not contain any elements that violate a third party’s copyrights, trademark rights, or personal, privacy, or other rights of any kind. Without limitation, entries should not depict, tag, or reference any individuals who have not granted permission to be featured and to be bound by these Official Rules. Artwork must be original and secular in nature (no religious or political themes) and must be drawn, painted, or otherwise created (no photography). Entries must not contain any material that The Assistance Fund, Inc. (“TAF”), deems inappropriate for public dissemination. The Winner will be picked and announced on March 31, 2023, from all qualifying entries received during the Contest Period. TAF’s computer will serve as the official time keeping device for this Contest.

2. **ELIGIBILITY:** In order to enter, you must be a legal resident of the United States of America (excluding Arizona), at least the age of majority of such state as of February 1, 2023, and a patient currently enrolled in a TAF disease program. Employees of TAF and their advertising and Contest agencies, and any other entities participating in the design, marketing, administration, or fulfillment of this Contest, as well as each of their parent corporations, subsidiaries, and affiliated companies (collectively, the “Contest Entities”), and each of their immediate families and members of their households are ineligible to participate in this Contest. Void where prohibited.

3. **SELECTING THE WINNER AND NOTIFICATION; GENERAL CONDITIONS:** A committee of seven TAF personnel will review all eligible entries after the close of the Contest Period and select five winners based on the most creative Artwork (each an “Entrant” and collectively the “Entrants”). TAF, whose decision is final and binding in all respects, will contact the selected Entrant through the email included in the entry (“Email”) on or about that specified date and time set forth in Section 1 (“Potential Prize Winner”). Eligible entries will be judged and scored based on the following criteria (the “Judging Criteria”) and the maximum number of points allocated for each criterion: (a) appropriateness to the subject of the Contest (five points); (b) originality (five points); and (c) Artwork quality (five points) for a total of 15 points. Artwork with the highest score based on the Judging Criteria will be selected as a Potential Prize Winner. Odds of winning the Prize (defined below) depend on the number of eligible entries received from Entrants during the Contest Period. Failure of Potential Prize Winner to respond to such notification within 24 hours will result in disqualification of Potential Prize Winner and an alternate potential winner will be selected (“Alternative Potential Winner”). The Alternate Potential Winner shall be contacted by email as soon as practicable and shall also have 24 hours to respond. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED (WHICH MAY REQUIRE ENTRANT’S EXECUTION AND RETURN OF AN AFFIDAVIT OF ELIGIBILITY, A LIABILITY RELEASE, AND/OR A PUBLICITY RELEASE CONSISTENT WITH THE TERMS HEREIN AND AS DETERMINED IN TAF’S SOLE DISCRETION), AND ENTRANT HAS BEEN NOTIFIED VERIFICATION IS COMPLETE (“Winner”). By entering this Contest, Entrant accepts and agrees to these Official Rules and the decisions of TAF, which shall be final in all matters.

Each Entrant acknowledges and agrees that a significant element of consideration Entrant is receiving is the opportunity to participate in the Contest and the potential publicity Entrant may receive if selected as a Winner by TAF. Except where prohibited by law, by entering into this Contest and/or accepting the Prize, each Winner hereby irrevocably and exclusively grants and assigns to TAF and the Contest Entities, and their licensees, affiliates, and assigns (collectively, the "Licensed Parties"), (or, if any applicable law prohibits such assignment, Winner hereby grants to the Licensed Parties, an irrevocable, royalty-free license of), all right, title, and interest in and to such the Winner's Artwork, Patient Story, and the name, photograph, likeness, statements, and biographical information related thereto (collectively, the "Materials"), throughout the universe, in perpetuity in any and all media, whether now or hereafter known or devised, for any and all purposes, including but not limited to commercial or advertising purposes, without review, credit, permission, or further compensation or consideration. Without limitation, each Winner understands and agrees that the rights granted herein include reproduction and/or exploitation of the Materials or derivatives thereto, in whole or in part, in any media throughout the world, in perpetuity and throughout the universe as may be conferred upon the Licensed Parties under all applicable laws, regulations, or directives. Entrant hereby waives all so-called "moral rights of authors" and "droit moral" rights (and any similar rights under the laws of any country of the world) in connection with the Materials and exploitation of any nature.

At TAF's request, Winner shall execute and deliver to TAF such instruments consistent herewith as TAF may reasonably deem necessary to establish, protect, enforce and/or defend any or all of TAF's rights in the Materials, and if Winner fails to do so within five (5) business days after TAF's written request, TAF shall have the right to execute any and all such documents and do any and all such other acts consistent herewith in TAF's name, and TAF is hereby irrevocably appointed as Winner's attorney-in-fact for such limited purposes, which power is coupled with an interest, with full power of substitution and delegation.

4. **PRIZES AND TAXES:** Each of the five Winners will receive a TAF swag bag consisting of a TAF tote bag and other items selected by TAF (each a "Prize"). Total Prize approximate retail value for the Contest is \$50.00 USD. Winner is solely responsible for any costs or expenses associated with or resulting from acceptance of Prize. Limit one Prize per family or household per Contest Period. No substitution or transfer of Prize permitted by Winner. Additional restrictions may apply.

Winner shall provide, upon TAF's request, all available information that TAF may reasonably require to fulfill its obligations under any national, state, provincial, or local tax statute, regulation, or rule, including but not limited to a valid W-9. Winner acknowledges that TAF will rely upon such information to prepare all relevant tax materials, if any.

5. **RELEASE AND INDEMNITY:** This Contest is subject to all applicable federal, state, and local laws of the United States. By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of TAF and waive any and all right to claim ambiguity in the Contest or these Official Rules or that Entrants' publicity or similar rights were infringed upon. Without limiting the foregoing, each Entrant represents and warrants that: (a) all information provided to TAF in connection with the Contest is valid, true, and accurate; (b) Entrant has all right, power, and authority necessary to enter the Contest, perform its obligations hereunder, and grant the rights it grants to the Licensed Parties; (c) the Entrant will comply with all applicable laws, regulations, orders, and other requirements of any governmental authority related to its entries hereunder without violating the rights of any third party, including, without limitation, publicity, privacy, and intellectual property rights.

Entrants and Winners also agree to release, discharge, indemnify, and hold harmless the Licensed Parties, YouTube, Instagram, Facebook, Twitter, LinkedIn, TikTok, and each of their respective officers, directors, employees, representatives, and agents (collectively, the "Released Parties") from and against any claims,

damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages, or losses to any person (including death) or property resulting from the Entrant's breach of any obligations hereunder, including breaches of any representations and warranties; or of any acceptance, possession, ownership, misuse of any Prize. TAF may rescind any Contest found to contain such errors without liability at its sole discretion.

TAF AND THE CONTEST ENTITIES DO NOT MAKE ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE OR, IF APPLICABLE, ANY PRIZE COMPONENTS, INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS OR ACTS OR GOVERNMENT OR AUTHORITY.

6. **LIMITATION OF LIABILITY:** The Released Parties are not responsible for: (1) lost, late, misdirected, undeliverable, or incomplete entries due to system errors or failure, or faulty transmissions or other telecommunications malfunctions and/or entries; (2) technical failures of any kinds; (3) failures of any of the equipment or programming associated with or utilized in the Contest; (4) unauthorized human and/or mechanical intervention in any part of the entry process or the Contest; (5) technical or human error which may occur in the administration of the Contest or the processing of entries; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or part, from Entrant's participation in the Contest or receipt or use of any Prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Contest. If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of TAF which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then TAF reserves the right at its sole discretion to cancel, terminate, modify, or suspend all or any part of the Contest and to select Potential Prize Winners from among all eligible entries received by TAF up until the time of such cancellation, termination, modification, or suspension, as applicable. **By entering this Contest you are giving your permission to receive emails from TAF.**

To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental, and/or consequential damages.

7. **JURY TRIAL WAIVER:** EXCEPT AS PROHIBITED BY LAW AND AS A CONDITION OF PARTICIPATING IN THIS CONTEST, ENTRANT HEREBY WAIVES ANY RIGHT HE/SHE MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTEST, ANY DOCUMENT OR AGREEMENT ENTERED INTO CONNECTION HEREWITH, AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

8. **APPLICABLE LAWS AND JURISDICTION.** This Contest is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation, and enforceability of these Official Rules for this Contest shall be governed by the laws of the State of Florida, without regard to any principles of conflict of laws. Should there be a conflict between the laws of the State of Florida and any other laws, the conflict will be resolved in favor of the laws of the State of Florida. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class action, exclusively by binding arbitration by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association, in Orlando, Florida. The arbitrator shall be an expert in the field of intellectual property law and marketing. All parties shall bear their own expenses, except that parties shall equally share the expenses of the arbitrator (except for the required non-refundable filing fees which shall be

paid solely by the party asserting the related claim). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

9. **PRIVACY POLICY AND TERMS OF USE:** BY ENTERING THIS CONTEST, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT: (i) THE ENTRANT HAS OPTED IN TO TAF'S TERMS OF USE AND PRIVACY POLICY AVAILABLE AT <https://tafcares.org/terms-of-use/> AND <https://tafcares.org/privacy-policy/>, IF ANY; AND (ii) BY OPTING IN, THE ENTRANT HAS READ AND CONSENTS TO TAF'S TERMS OF USE AND PRIVACY POLICY. EACH ENTRANT FURTHER ACKNOWLEDGES THAT IF HE/SHE IS CHOSEN AS A WINNER, CERTAIN OF HIS/HER IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES AT LEAST REQUIRED BY LAW INCLUDING, WITHOUT LIMITATION, ON A WINNER'S LIST.

10. **NO ASSOCIATION:** This Contest is in no way sponsored, endorsed, or administered by or otherwise associated with, YouTube, Instagram, Facebook, Twitter, LinkedIn, or TikTok.

11. **RULES/WINNERS LIST:** The names of the Prize Winners will be announced on TAF social media pursuant to the schedule set forth above and also included in TAF's Patient Newsletter. For 30 days after the Contest Period, you may also send an email to artcontest@tafcares.org for the names of the Prize Winners. In the subject of the email, type "Kaleidoscope of Life Patient Art Contest 2023 WINNERS." No correspondence will be entered into except as noted herein.