BLIPPI'S CLASSROOM CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT AFFECT YOUR ODDS OF WINNING.

By participating in the Blippi's Classroom Contest ("Contest"), you affirm and warrant that you have read and agree to be bound by these terms and conditions ("Official Rules"). If you do not agree to be bound by these Official Rules, you should refrain from entering this Contest.

1. SPONSOR. Moonbug Production USA, LLC located at 110 South Fairfax Ave, Suite 200, Los Angeles, CA 90036 ("Sponsor").

2. ELIGIBILITY. The Contest is open to persons who are at least 18 years of age at the time of entry, who are classroom teachers, school administrators or parents of school students, and who are legal residents of the continental United States (including the District of Columbia), excluding employees of Sponsor as well as the immediate family (spouse, parents, siblings and children) and household members (whether or not related) of each such employee. The Contest is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations and is void where prohibited by law. Also, to enter, you must be available to be filmed, photographed and recorded at your school on July 18 and July 19, 2023; and you must have the permission of the school employing you (or if you entering as a parent and not a teacher/administrator, the permission of the school your child attends) to enter this Contest. Participation in this Contest constitutes your acceptance of these Official Rules and the decisions of Sponsor, which shall be final.

3. START/END DATES. Contest begins at 12am PST on April 28, 2023 and ends at 11:59pm PST on May 10, 2023 ("**Contest Period**"). Sponsor's computer systems will be the official timekeeping device for the Contest. Entries that are submitted before or after the applicable Contest Period may be disqualified.

4. HOW TO ENTER. You may enter the Contest via one (1) – and only one (1) – of Instagram, Facebook or TikTok (collectively, the "Permitted Entry Channels"). During the Contest Period, to enter the Contest, you must (a) follow @Blippi via your preferred Permitted Entry Channel; and (b) via your account on your selected Permitted Entry Channel, publicly share a video (between :30 seconds and 2 minutes duration) describing or showing how Blippi is, or could be, incorporated in the classroom to make learning fun (the "Entry"); and (c) in your Entry, include the hashtag #blippiinmyclassroomcontest and tag the applicable @Blippi account for the Permitted Entry Channel you used. No automated entry devices and/or programs permitted. An Entry submitted by an eligible person shall be referred to as "you" or "Entrant" herein. Entries that fail to include the designated hashtag will be void. You must continue to follow the applicable @Blippi account on the Permitted Entry Channel you used for your Entry at the time of entry until (at least) the Winner is finalized.

To participate, you will need to have one (1) of an Instagram, Facebook or TikTok account. Creating any of such accounts is free but is subject to the applicable terms and conditions (<u>https://help.instagram.com/581066165581870/; https://www.facebook.com/legal/terms;</u> and <u>https://www.tiktok.com/legal/page/us/terms-of-service/en</u>). If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. During the Contest Period and until a Winner is announced, your account settings on your selected Permitted Entry Channel you use to enter must be set to "unprotected" and/or "public."

Upon submission of Entry in this Contest, you agree that Sponsor may contact you via the Permitted Entry Channel, including by sending you a direct message, tagging you, or naming you on Sponsor's social media page(s).

a. A maximum of one (1) Entry(ies) per person/email address/social media account will be accepted throughout the entire Contest Period. You may only enter one (1) time, via one (1) of the Permitted Entry Channels. Entries in excess of the stated maximum will be void. You understand that Internet access and device data usage charges and any other charges imposed by your data plan and/or online service may apply when participating in the Contest. Contact your internet service provider or wireless carrier and/or check your mobile plan for data usage pricing plans and details. Each Entry must comply with the following guidelines:

- i. Each Entry should be filmed in portrait mode, ideally via a mobile phone;
- ii. Each Entry should be filmed in a well-lit area, and must be clearly audible;

iii. Each Entry must depict no individual other than the Entrant, and any other individual(s) for whom the Entrant has procured all necessary rights to permit their inclusion in the Entry, and Sponsor's use in accordance with these Official Rules;

iv. Each Entry must not contain any copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;

v. Each Entry must not contain any content that Sponsor determines in its sole discretion is abusive, hateful, racially, ethnically, religiously or otherwise discriminatory or offensive, obscene, threatening, harassing, intimidating, bullying, vulgar, violent, predatory, sexually explicit, pornographic, defamatory, infringing, invasive of personal privacy or publicity rights, violative of any laws, rules or regulations in any territory, or otherwise objectionable and/or inappropriate;

vi. Each Entry must be submitted in the English language;

vii. Each Entry must be the sole work of authorship of the Entrant who submitted the Entry;

viii. Each Entry must comply with the applicable community guidelines, terms of use and any other binding terms of the applicable Permitted Entry Channel used; and

ix. Each Entry must be viewable by the public (i.e., the Entry must not be set to private).

b. Sponsor is not responsible for lost, interrupted or unavailable network server or other connection; miscommunications; failed phone or computer or telephone transmissions; technical failure; jumbled, scrambled or misdirected transmissions; late, lost, incomplete, delayed, inaccurate, invalid, un-intelligible, or misdirected entries; or other error of any kind whether human, mechanical, or electronic. Entries received or ranking status attained based on any tampering (cheating) or foul play will render that Entrant ineligible to receive any prize(s), and may result in Entrant no longer being allowed to enter Sponsor's other promotions in the future, at Sponsor's sole discretion.

c. In the event of a dispute as to any Entry, the Authorized Account Holder of the email address or account on the Permitted Entry Channel used to register for Entry will be deemed to be the Entrant. The "Authorized Account Holder" is the natural person who is assigned an account by the Internet access provider, online service provider, or other organization responsible for assigning such accounts or the account associated with the submitted email address. The potential winners may be required to show proof of being the Authorized Account Holder. Entrants may not register with multiple email addresses, nor may Entrants use any other device or artifice to register multiple times or as multiple entrants. Any Entrant who attempts to enter with multiple e-mail addresses under multiple identities or uses any device or artifice to enter multiple times may be disqualified and may be required to forfeit any and all prizes won, in Sponsor's discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of any Contest or to be acting in violation of these Official Rules.

d. As between you and Sponsor, except with respect to any intellectual property rights owned by Sponsor, its affiliates and any of its and their third party licensors and the rights granted pursuant to this section of the Official Rules, you will retain all rights in and to your Entry. By submitting an Entry, you grant to Sponsor and its affiliates a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully-paid, transferable and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display, and otherwise exploit your Entry (and all content included therein) and any name, username, handle or likeness provided in connection with your Entry in all media formats and channels now known or later developed, and for promotional or marketing purposes, without compensation to you. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your Entry, regardless of whether your Entry is adapted or modified in a manner not agreeable to you. In accordance with the foregoing, you acknowledge that Sponsor may archive all winning Entries on Sponsor's media properties and list and display each winning Entrant's username, name and handle along with each Entry.

5. JUDGING/CRITERIA. The judges of the Contest shall consist of select individuals from Sponsor's organization. Entries will be judged on relevance to the Entry prompt asked (33.3%), creativity (33.3%), and originality (33.3%). The judges' decisions are final. One (1) potential winner ("Winner") shall be contacted shortly following the Contest Period – via direct message on the applicable Permitted Entry Channel or other reasonable method of communication.

6. WINNER VERIFICATION/ NOTIFICATION: Potential Winners are subject to verification, including verification of age. Potential Winner shall also be required to sign an additional release regarding the Shoot (described below), which shall include the right for Sponsor to film, photograph and record potential Winner at the Shoot, and use the resulting film, photographs and recordings in any Blippi-related materials, in any media, anywhere in the world at any time. Potential winners may also be asked to make reasonable efforts to cause (a) parents/legal guardians of students in the relevant classroom to attend the Shoot; and (b) such parents/legal guardians and the authorized representative of the relevant school to sign reasonable releases allowing for the filming/photographing of the Shoot and for Sponsor's broad usage rights of the results and proceeds of such filming/photography. If a potential Winner of any prize cannot be contacted, fails to comply with these Official Rules, fails to respond to the notification within forty-eight (48) hours, fails to provide the requested information or sign reasonable documents required by Sponsor, or is determined by the Sponsor to be otherwise ineligible, the potential Winner forfeits the applicable prize. In the event that a potential Winner is disqualified for any reason, including ineligibility or forfeiture. Sponsor reserves the right to award the prize to a potential substitute Winner, and each such potential substitute Winner will also be subject to the prize notification and delivery requirements set forth in this paragraph. Sponsor is not responsible for any change of e-mail address, Permitted Entry Channel account, mailing address, and/or other contact information of Entrant. On or about May 19, 2023, Sponsor will publicly announce the Winner, and notify the Winner of its final decision by direct message, phone or email message.

7. **PRIZES.** The Winner shall receive the prize (the "**Prize**"), consisting of the opportunity to be filmed, recorded and photographed on July 18 and July 19, 2023 (or such other dates as determined by Sponsor) (the "**Shoot**") with Sponsor's Blippi character, and included in a future episode of Sponsor's Blippi YouTube show (and in any other Blippi-related content Sponsor may choose). The total approximate retail value of all Prizes: USD\$500. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any Prize, Sponsor reserves the right to substitute a prize of equal or greater value. In the event there is not a sufficient number of Entries to award all prizes, Sponsor reserves the right to not award a prize. Odds of winning depend on the responsibility of Winners. Prize may not be sold or refunded for any monetary gain. Prize may be considered a taxable benefit to Winner, for which Winner may need to pay taxes on the cash value of the Prize. All federal, state, provincial, and local taxes (if any) are the sole responsibility of the Winner, if applicable.

8. ADDITIONAL TERMS.

a. Except where prohibited by applicable law, participation in the Contest constitutes each Winner's consent to Sponsor's use of the Winner's Entry, Permitted Entry Channel handle/photo, name, city, state, or county, and country, likeness, photograph, statements made by the Winner about the Contest, Sponsor, and/or prize information for purposes solely related to the Contest in any media without further payment or consideration, including, but not limited to, posting winner lists online.

b. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer or phone problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play in the Contest. Any attempt by any person to deliberately damage the Contest or related websites or undermine the legitimate operation of the Contest may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. If the Contest or a particular portion thereof is canceled or terminated before the designated end date of the Contest Period for any reason, Sponsor may (if possible) select the winner based on the Entries received as of the date of the event giving rise to the termination and that is in complete compliance with these Official Rules. This shall be each Entrant's sole and exclusive remedy in the event the Contest is so terminated or cancelled. In particular, Sponsor is not responsible for any changes or unavailability of TikTok that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use TikTok for the Contest as set forth herein that are not acceptable to Sponsor) or ability of Entrant to timely enter, receive notices or communicate with Sponsor via TikTok, in which case Sponsor, in its sole discretion, may terminate or modify the Contest.

c. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules will be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

9. RELEASE. Entrant agrees to release and hold harmless Sponsor, its subsidiaries and affiliated companies, units and divisions; and their advertising and promotional agencies or marketing partners and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies' and individuals' respective successors, representatives and assigns, as well as TikTok Inc. and Meta (collectively, the "**Released Parties**") from and against any claim, liability, or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize. This Contest is in no way sponsored, endorsed or administered by, or associated with, TikTok Inc. or Meta.

10. LIMITATIONS OF LIABILITY. Except as provided by applicable law, and as specifically set forth below for individual jurisdictions, the Released Parties are not responsible, to the extent permitted by law, for: (A) any incorrect or inaccurate information, whether caused by Entrant, printing errors or omission or by any of the equipment or programming associated with or utilized in the Contest; (B) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (C) unauthorized human intervention in any part of the entry process or the Contest; (D) technical or human error which may occur in the administration of the Contest or the processing of Entries; or (E) any injury or damage to person or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use or misuse 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 provided that if it is not possible to submit another Entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible Entries or, as the case may be, received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded.

NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. PRIVACY POLICY. The Entrants acknowledge and understand that all personal information submitted as part of any Contest will be collected and processed by Sponsor (and may be passed on to third parties) for the purpose of managing the Contest in accordance with Sponsor's privacy policy. Entrants can read more about their rights, how Sponsor handles Entrant's personal information, and how to contact Sponsor in its privacy policy, available at moonbug.com/privacy. By participating in any Contest, Entrants agree to all of the terms and conditions of Sponsor's Privacy Policy and the terms and conditions on Sponsor's website, www.moonbug.com.

12. APPLICABLE LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with each Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Some jurisdictions do not allow for limitations of certain remedies or damages and so those provisions may not apply to you.

13. DISPUTES/ARBITRATION. By participating in any Contest and to the extent permitted by applicable law, you agree that the exclusive jurisdiction for any dispute, claim or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Sponsor or anyone associated with the production, development or handling of any Contest, of whatsoever kind or nature arising out of any Contest or the terms of these Official Rules, shall be submitted individually, without resort to class action, to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration, under its rules then in effect, in Los Angeles, California, USA, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred and that, unless prohibited by applicable law, under no circumstances will Entrant be permitted to obtain awards for, and Entrants hereby waive all rights to claim, punitive, incidental and consequential damages and any damages other than actual out-of-pocket expenses.