

The Foundation for Global Sports Development Photo Contests - Terms and Conditions

July 8, 2014

Official Rules - The Foundation for Global Sports Development "Fun in the Sun" Facebook Photo Contest

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

Fun in the Sun Photo Contest (the "Contest") starts on 7/15/2014 at 12:00 am PDT and ends on 8/8/14 at 11:59pm PDT ("Contest Period").

I. ELIGIBILITY: Contest is open to Fans of the Facebook page for The Foundation for Global Sports Development. Entrants must be 18 years of or older as of July 14, 2014. Employees of The Foundation for Global Sports Development ("Sponsor"), and its parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (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. Contest is subject to all applicable federal, state and local laws.

II. PROMOTION PERIOD:

The Promotion runs between 00:01 a.m. PDT on July 15, 2014 and 11:59 p.m. PDT on August 8, 2014 (the "Promotion Period"). The Promotion Period consists of the two (2) phases (each, a "Phase", together, the "Phases") as set forth in the chart below:

Phase	Starts at	Ends at
Submission Phase	00:001 a.m. PDT 7/15/2014	11:59 p.m. PDT 7/31/2014
Voting Phase	8/1/2014	8/8/2014

Administrator's computer is the official time keeping device for the Promotion.

III. HOW TO ENTER: During the Contest Period, submit a photo of physical activity taking place outdoors (collectively, with entry form, "Entry"). **If a minor appears in the photo, you must be the parent or legal guardian of such minor.** To enter the Contest: (1) Online: visit <http://www.facebook.com/GlobalSportsDevelopment> and go to the "Fun in the Sun" tab. Follow the directions provided to complete the entry form; then, upload your photo, and submit. Photo must be submitted in **JPEG, GIF or PNG** format and cannot exceed **2 MB** in size. All online Entries must be received by **7/31/2014 at 11:59pm EST** to be considered.

Entries generated by script, macro or other automated means are void. Limit **one (1) Entry** per person, per email address and per household, **regardless of method of entry.** Entries received from any person or email address or household in excess of the limitation will be void. All Entries become the sole property of the Sponsor and will not be returned.

Identity of Entrant. If a dispute arises about the identity of the entrant, entries made online will be declared made by the authorized account holder of the email address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the

submitted email address. The potential winner may be required to provide The Foundation for Global Sports Development with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

IV. REQUIREMENTS OF ENTRIES:

1. The Submission must demonstrate one of the following contest themes (“Contest Themes”):

- Physical activity outdoors

2. Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains 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;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law
- watermarks of any kind

3. Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason, including if it determines, in its sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on www.globalsportsdevelopment.org, www.facebook.com/GlobalSportsDevelopment, other websites and for all uses of the Entry as described in the License/Use of Entries paragraph below. Once an entry is submitted it may be posted on the "Website" (as defined below) for viewing by the general public and any such posting will be deemed made at the direction of the entrant. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and reserve the right to take down any Entry at any time.

Limit one (1) entry per person, per email address and per household, regardless of method of entry, **every 90 days**.

- V. VOTING PHASE:** Only eligible entries will be featured at <http://www.Facebook.com/GlobalSportsDevelopment> - "Fun in the Sun" tab between 8/1 and 8/8 ("Voting Period"). During the Voting Period, visit <http://www.Facebook.com/GlobalSportsDevelopment> (the "Website") - "Fun in the Sun" tab and select your favorite Entry. Limit one 1 vote (each, a "Vote") per photo per person each day. Votes received from any person or email address in excess of the stated limitation will be void. Entries or Votes generated by script, macro, bot, commercial Contest subscription, vote-swapping sites, voting software, entering service sites or any other automated means and Entries or Votes by any means that subvert the Entry/voting process or do not conform to the spirit of these Official Rules will void the Entry/votes and may disqualify the Entrant. Entrants are prohibited from soliciting votes, and voters are prohibited from soliciting votes on behalf of Entrants, by any fraudulent or inappropriate means, including, without limitation, offering prizes, payments or other inducements to members of the public (including, without limitation, offering to trade votes), as determined by Sponsor in its sole discretion, and all associated votes may be void and such Entrants disqualified. Any rankings or vote counts posted on the Site are unofficial and should not be relied upon for any purpose. If attempts are made to Vote in excess of the stated limits or obtain Votes by means other than as specifically set forth in these Official Rules, Sponsor may, in its sole discretion, disqualify any related Entrant or Votes. Subject to verification of eligibility and compliance with these Official Rules, the entrant who submits the Entry that receives the highest number of valid Votes during the Voting Period, as determined by Sponsor, will be deemed the "winner." The second and third place winners will receive the next two highest Vote amounts during the Voting Period. In the event of a tie, a "tie-breaking" judge selected by Sponsor will determine the winner based on criteria determined by Sponsor in its sole discretion, including but not limited to, the entry's originality and adherence to the Contest's theme. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. Judges' and Sponsor's decisions are final and binding on all matters relating to this Contest and not subject to appeal.
- VI. WINNER NOTIFICATION:** Potential winners will be notified by email, using the information provided at the time of entry. Winners will be announced and displayed on the Website, Facebook page and other social media outlets for The Foundation for Global Sports Development on August 11th. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If any potential winner does not respond within the time required by Sponsor, or if the winner notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her

prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential winner will be disqualified and the prize may be awarded to the next highest scoring entry.

- VII. PRIZE:** The prizes are as follows: 1st place - \$300 Gift Card to Sports Authority, 2nd place - \$200 Gift Card to Sports Authority, and 3rd place - \$100 Gift Card to Sports Authority (the "Prize"). Up to three (3) Prize winners will be selected. The total approximate retail value of the Prize is \$500. **ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.** No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between guidelines, disclosures or other statements contained in any such promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due. With respect to non-cash prizes, it may be legally necessary under the United States Internal Revenue Code (as determined by Sponsor in its sole discretion) for the prize winner to pay the amount of any tax before receiving the prize. The potential prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, a (where imposing such condition is legal), a Publicity Release and any applicable forms required by tax authorities (collectively, "**Prize Claim Documents**") within a period of time determined by Sponsor. If a winner is a minor, at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within seventy-two (72) hours of prize notification, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

- VIII. GENERAL RELEASE:** By entering the Contest, you release The Foundation for Global Sports Development and all Released Parties from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, mis-delivery, acceptance, possession, or use of or inability to use any Prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of

publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

- IX. USE OF WINNER'S NAME, LIKENESS, ETC.** Except where prohibited by law, entry into the Contest constitutes permission to use winner's name, Facebook name, likeness, persona, hometown, and/or Prize information in all media now known or later devised throughout the universe in perpetuity for all purposes The Foundation for Global Sports Development deems appropriate - including, without limitation, for promotional and publicity purposes - without further permission or compensation. As a condition of being awarded any Prize, except where prohibited by law, winner may (in The Foundation for Global Sports Development's sole discretion) be required to execute a written consent, confirming The Foundation for Global Sports Development's right to use such winner's name, Facebook name, likeness, persona, hometown, and/or Prize information without further permission or compensation.
- X. ENTRANT'S PERSONAL INFORMATION:** Information collected from entrant is subject to The Foundation for Global Sports Development's Privacy Policy (<http://globalsportsdevelopment.org/about/privacy-policy/>)
- XI. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each person who enters this Contest (and his or her parent or legal guardian, if the entrant is under the age of majority in his or her state/province of residence [a "minor"]) represents and warrants as follows: (i) the Entry is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (ii) the Entry does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (iii) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant (and his or her parent or legal guardian, if the entrant is a minor) hereby agrees to indemnify and hold the Released Parties harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Contest (and his or her parent or legal guardian, if the entrant is a minor) hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit, make derivative works of and otherwise use the Entry throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Submission even if the Entry is disqualified.
- XII. GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, 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 entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize and (c) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees 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. Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest. If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.

XIII. MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Entries or votes; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or 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 difficulties, 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 of Entries, the tabulation of votes, the announcement of the winner(s), the incorrect uploading of the photo or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site 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 website. Persons who tamper with or abuse any aspect of the Contest or 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 Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, 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[s] from all eligible, non-suspect Entries received prior to action taken using the winner determination procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. **GOVERNING**

LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

- XIV. NO FACEBOOK ENDORSEMENT:** This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc. Any information you provide in connection with the Contest is to The Foundation for Global Sports Development and/or its sponsors/administrators and not to Facebook. You understand that by using and interacting with www.facebook.com, you are subject to the terms, conditions, and policies that govern the use of www.facebook.com. You should therefore review the applicable terms and policies for www.facebook.com, including privacy and data gathering practices, before using or interacting with Facebook.
- XV. SPONSOR:** The Foundation for Global Sports Development, 333 S Hope St, Fl 48, Los Angeles, CA 90071, www.globalsportsdevelopment.org