

Stop Distracted Driving Campaign Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Stop Distracted Driving Campaign (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least sixteen (16) years old at the time of entry. Employees of The Kiefer Foundation, HelloWorld, Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: The Kiefer Foundation, 730 Penniman Avenue, Plymouth, MI 48170. **Administrator:** HelloWorld, Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein, including consent to a confidential background check to confirm each potential winner's eligibility and compliance with these Official Rules. ***Due to the nature of the prize offered, if a background check reveals that a potential winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified.***

4. Timing: The Contest begins on June 21, 2018 at 4:00 p.m. Eastern Time ("ET") and ends on September 3, 2018 at 11:59 p.m. ET (the "Contest Period"). Administrator's computer is the official time-keeping device for the Contest.

5. How to Enter: To participate, you will need to have a Twitter and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>) or (<http://instagram.com/about/legal/terms/#>). ***Posting on Instagram requires a mobile device and therefore message and data rates may apply.*** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings on the Social Account you use to enter must be set to "unprotected" and/or "public" in order for your tweets or posts to be viewable by Sponsor and its agents.

During the Contest Period, tweet or post on Instagram a thirty (30) second video that includes your tip on how you aim to stop distracted driving and include the hashtags #HandsFreeUSA #Contest ("Submission").

Your Submission need not include any reference, positive or negative, to Sponsor's products or services. By posting your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission from a gallery, if any, and disqualify you if it believes that it fails to conform.

Guidelines:

- The Submission must meet the format and size requirements of the social platform used to enter;
- The Submission must not exceed thirty (30) seconds in length;

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain content created by a third party, such as, and not limited to, music, images or artwork;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use in his/her Submission in this Contest;
- The Submission must not disparage Sponsor, Administrator, or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload one (1) Submission per day during the Contest Period regardless of method of entry. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same Twitter/Instagram account. Any attempt by any entrant to obtain more than the stated number of Contest entries by using multiple/different Twitter/Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to any registration, the authorized account holder of the Twitter/Instagram account used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Twitter/Instagram account. Each potential winner may be required to show proof of being the authorized account holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms; all of which will be void.

6. Sponsor's Use of Submissions: Posting a Submission constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. It is an express condition of submission and eligibility that each entrant warrants and represents that entrant's Submission is solely owned by entrant and solely created by entrant for the purpose of entering this Contest, and that no other party has any rights or interest in the Submission. Entrant further warrants and represents that the Submission and any use thereof by Sponsor or its subsidiaries and affiliates in connection with promotion and publicity shall not infringe upon any statutory or common law intellectual property right (including, without limitation, any copyright) under US and international laws and shall not constitute defamation, invasion of the right of privacy or publicity, or infringement of any other right of any third party.

7. Winner Determination: Winners will be determined according to the process set forth below.

a. Voting by Liking a Submission in Gallery or on Social Post: During the Contest Period, entrants' Submissions will be posted in an online gallery for public voting at <http://www.handsfreecontest.com>. Persons who meet the eligibility criteria as set forth in Section 1 will be invited to “vote” for the Submission they believe has the most public appeal. You can “vote” by either clicking on your favorite Submission in the online gallery and then “liking” it or by navigating to the social post directly and “liking” it without visiting the gallery. **Limit:** Each person may vote one (1) time per Submission during the Contest Period, but may vote for as many as they want. Any attempt by any entrant or voter to obtain votes/likes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public

as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes/likes for the entrant's Submission and entrant may be disqualified as determined by Sponsor in its sole discretion. The public vote tallies/likes will be used to determine the score for the Public Appeal criterion (included in the Judging Criteria described below) for each entrant's Submission. Entrants who receive a higher number of votes/likes will receive a higher Public Appeal score. Sponsor reserves the right to revise voting tallies or not consider the score generated for the Public Appeal criterion for purposes of determining the winners should the voting appear to have been tampered with or manipulated in any way.

b. Judging: After the conclusion of the Contest Period, a panel of qualified judges, determined by Sponsor in its sole discretion, will select the five (5) entrants with the highest-scoring Submissions ("Winners") based on the following Judging Criteria:

- Public Appeal (as determined by number of votes/likes, see above) (5%);
- Creativity/Originality (35%);
- Quality of Submission (30%); and
- Fit to Contest Theme (30%)

Administrator will determine the number of votes/likes for each Submission on or around September 4, 2018. Subject to the entrants' compliance with these Official Rules, the entrant whose Submission receives highest score will be deemed the potential Grand Prize winner. The four (4) entrants whose Submissions received the next highest scores, respectively, are the potential First Prize and Second Prize winners. In the event of a tie, the entrant whose Submission received the highest score for "Creativity/Originality," as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. In the event of a yet another tie, the entrant whose Submission received the higher score in the Quality of Submission, as determined by the qualified judges in their sole discretion, will be deemed the potential winner. If there is still a tie, the entrant whose Submission received the higher score in the Public Appeal, as determined by the qualified judges in their sole discretion, will be deemed the potential winner. Sponsor will not disclose judging scores.

8. Winner Requirements: Each potential winner will be notified by @kieferfoundation (if entered on Instagram) or @projectmitchel (if entered on Twitter) via Direct Message on the Social Account used to enter the Contest and will be required to provide their name, mailing address and date of birth to confirm eligibility and for prize fulfillment purposes within 7 days of the date notice or attempted notice is sent into order to claim the prize. Each potential winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration"), including consent to agree to a confidential background check (if applicable), which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. If the background check reveals that a potential winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify potential winner. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

9. Prizes: ONE (1) GRAND PRIZE: \$25,000 check and the opportunity to produce a video with Mark Wahlberg. Winner will also receive a trip for two (2) to Los Angeles, CA. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Los Angeles, CA; two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); a \$900 allowance for meals; ground transportation to and from destination airport and hotel; and travel agent services. Winner must travel on mutually agreed upon (between winner and production team) dates, within 90 days of winner confirmation or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the

event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. ONE (1) FIRST PRIZE: \$10,000 check. THREE (3) SECOND PRIZES: \$5,000 check. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person. Prizes will be fulfilled 8 – 10 weeks after the end of the Contest.

10. Release: By posting a Submission, each entrant each winner agrees to release and hold harmless the Sponsor, Twitter, Inc., Instagram LLC, Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, harassment, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize. Each entrant acknowledges that many ideas or tips may be competitive with, similar or identical to entrant's Submission and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant further acknowledges and agrees that Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.

11. Publicity Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, including winner's Twitter/Instagram profile photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. Ownership of Submission: Each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

13. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper

functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

14. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes/likes or the tabulating of votes/likes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons 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 (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

15. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

16. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://bit.ly/2MJeEJz> and Administrator's Privacy Policy <http://www.HelloWorld.com/privacy-policy>.

17. Winner List: For a winner list, visit <http://bit.ly/2JQTOud>. The winner list will be posted after winner confirmation is complete.

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