

# ELLEN'S PURRFECT PAIRS CHALLENGE CONTEST

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

**CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, 13 YEARS OF AGE OR OLDER AT TIME OF ENTRY. CHILDREN UNDER 13 YEARS OF AGE MUST BE ENTERED BY THEIR PARENT/LEGAL GUARDIAN**

**VOID IN PUERTO RICO, ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

Ellen's Purrfect Pairs Challenge Contest (the "Contest") is sponsored Chosen.fm, Inc. ("Sponsor"), 517 55th Street, Oakland, CA 94609.

- 1. CONTEST PERIOD:** The Contest begins on May 20, 2016 at 12:00:00 AM (midnight) Eastern Time ("ET") and ends on August 1, 2016 at 11:59:59 PM ET (the "Contest Period"). Judging will take place from May 20, 2016 until the winner is announced. The Grand Prize winner will be contacted between August 1, 2016 – August 13, 2016. During the Contest Period, there will be five (5) Entry Periods as follows:

<b>Entry Period</b>	<b>Start Date (at 12:00:00 AM ET)</b>	<b>End Date (at 11:59:59 PM ET)</b>
1	5/20/16	06/15/16
2	6/15/16	6/30/16
3	6/30/16	7/01/16
4	7/01/16	7/15/16
5	7/15/16	8/1/16

Non-Finalist Submissions, defined below, submitted during one Entry Period will **not** carry forward to future Entry Periods. Sponsor's computer is the official Contest clock.

- 2. ELIGIBILITY:** The Contest is open only to "Contestants" who are legal United States residents who are physically residing in one (1) of the 50 United States/District of Columbia. A Contestant must be at least 13 years old as of the date of entry to enter the Contest on his/her own. A child under 13 years old must be entered into the Contest by his/her parent/legal guardian who has the legal authority to enter the child. If the child is entered by his/her parent/legal guardian, then the parent/legal guardian will also be considered a "Contestant" under these Official Rules. Void in Puerto Rico, the United States Territories and Possessions, and where prohibited or restricted by law. Residents of Puerto Rico and the United States Territories and Possessions are ineligible to enter or win. Employees, officers and directors of Sponsor, the independent agency judging this Contest ("Administrator"), Warner Bros. Entertainment Inc., Telepictures Productions Inc., as well as their immediate family (e.g., spouse, parents, siblings and children) and household members (whether or not related) of each such employee, officer or director of such entities

(collectively, "Contest Entities") are ineligible to enter. An eligible contestant is referred to as a "Contestant."

The Contest is subject to all applicable federal, state, municipal and local laws and regulations.

For purposes of the Contest, a Contestant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Contestants will not be allowed to change their physical address or e-mail address. Each Contestant may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

- 3. HOW TO ENTER THE CONTEST:** During the Contest, each Contestant must download the Chosen App (the "App"). Use of the App must comply with the terms and conditions of the App as set forth on <http://chosen.fm/terms-and-conditions> and <http://chosen.fm/privacy>. The App may be downloaded at no cost from the iOS App Store or the Google Play Store. No one under 13 may use the App. The App will automatically retrieve information from the Contestant's Facebook account to complete the Contestant's profile and registration for the Contest.

Each Contestant is required to have a Facebook account to use the App and for entry. Each Contestant understands that he/she is providing his/her information to Sponsor and not Facebook. Further, each Contestant specifically releases Facebook and Released Parties from any and all liability associated with this Contest.

After completing his/her registration, a Contestant (or the parent/legal guardian of the Contestant if the Contestant is not at least 13 years old at the time of entry) can enter the Contest by uploading a video of the Contestant (the "Submission"). All Submissions must conform to these Official Rules, including, but not limited to, the Contest Guidelines and Content Restrictions, as defined in Section 4, to be eligible.

Each Submission must be a unique Submission, i.e. the same Submission may not be the same as a previous Submission. The Sponsor, in its sole and absolute discretion, will determine if a Submission is unique.

There is a limit of one (1) Submission per Contestant per day during the Contest Period. If more than one (1) Submission is received from the same person and/or e-mail address in a single day, only the first Submission received may be considered valid. A day as defined as starting at 12:00:00 AM ET and ends at 11:59:59 PM ET each day during the Contest Period.

By submitting a Submission, each Contestant grants Sponsor and its agents an unlimited, worldwide, irrevocable, perpetual license and right, but not obligation, to publish, reproduce, exhibit, use, publicly display, distribute, edit, modify, crop or otherwise exploit and create derivative works of the Submission (as well as any names or likenesses embodied therein) in any way, in any and all media now known or hereafter devised, without limitation, and without further consideration or approvals. Each Contestant waives any intellectual property rights, publicity/privacy rights or other legal or moral rights relating to such use. BY SUBMITTING A SUBMISSION, EACH CONTESTANT AGREES THAT THE SUBMISSION MAY BE POSTED ON THE INTERNET (INCLUDING THE WEBSITE, SPONSOR'S

FACEBOOK PAGE AND SOCIAL MEDIA PLATFORMS, AND NON-SPONSOR SOCIAL MEDIA PLATFORMS)., ON TELEVISION, RADIO, AND IN PRINT AT SPONSOR'S SOLE DISCRETION, AND THAT ENTRIES MAY BE REPOSTED BY THE PUBLIC OR OPEN TO PUBLIC COMMENTARY, FOR WHICH SPONSOR AND THE CONTEST ENTITIES SHALL NOT BE LIABLE.

**IMPORTANT:** Message and data rates may apply if a Contestant enters this Contest on his/her mobile device. Not all mobile telephone/wireless providers carry the service necessary to participate in this Contest. Contestants should consult their wireless provider's pricing plans. Mobile entry is not required to enter or win a prize in this Contest.

#### **4. CONTEST SUBMISSION GUIDELINES AND CONTENT RESTRICTIONS:**

- Each Submission must not be longer than thirty (30) seconds;
- Each Submission must be in a .mov, .mv4, .wmv, .mp4 file format;
- Each Submission must not exceed 50 MB in size;
- Each 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;
- Must not disparage Contest Entities or any other person or party affiliated with the Contest;
- Must not feature brand names, logos or trademarks other than Sponsor's trademarks in any other element of the entry or image, which Sponsor has granted, as respect to the Sponsor's trademarks, Contestant a limited license to use for purposes of this Contest as set forth below;
- Must not include personally identifiable information;
- Only the Contestant may be in the Submission;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, religious, political or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

The Contestant represents that he/she has not granted any rights in the Submission to any third parties. Furthermore, the Contestant represents that the Submission does not contain images or artwork, music, quotes, parodies or other materials which were created by a third party and used without that third party's consent.

**NOTE:** If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right to

disqualify the Contestant. By entering, Contestant represents and warrants that he/she has abided by the restrictions set forth above.

5. **GENERAL SUBMISSION TERMS:** Submissions generated by script, macro or other automated means are void. Contest Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions – all of which will be void. In the event of a dispute as to any Submission, the authorized account holder (determined at time of the entry) of the e-mail address used to make the Submission will be deemed to be the Contestant. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Each Contestant may be required to show proof of being an authorized account holder. Sponsor reserves the right to disqualify any Contestant and/or Submission.

Once a Submission is entered into the Contest, any such posting will be deemed made at the direction of the Contestant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH CONTESTANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN A PRIZE STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION BY SPONSOR. If requested, Contestant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Contestant is granting to use the Submission.

By accepting a Grand Prize, the Grand Prize winner agrees that his/her Submission will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then The Grand Prize winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Submission, including, but not limited to, all copyright, trademark and patent rights which he/she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. The Grand Prize winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to his/her Submission. Sponsor reserves the right to alter, change or modify the winning Submission, in its sole discretion. Upon request of Sponsor, each Contest Finalist and the Contest Grand Prize winner shall execute and deliver such additional instrument 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 Submission and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

6. **DETERMING THE SUBMISSION FINALISTS:** During each Entry Period, all of the Star Spotting Submissions will be ranked based on the method set forth below. The three (3) Submission with the most votes for each Entry Period will be a "Finalist Submission."

During the Contest, an individual can access the Chosen App and vote for a Submission. There will be a leaderboard showing the top three weekly Submissions with the most votes for each Entry Period.

- 7. GRAND PRIZE WINNER SELECTION:** The “Judges” are qualified individuals retained by the Sponsor. The Judges will judge each Finalist Submission according to the following “Judging Criteria”: (1) Skill - 25%; (2) Presence – 25%, (3) Creativity – 25%, and (4) Overall Talent - 25%. Using these Judging Criteria, the Submission with the highest score will be a potential Grand Prize winner. In the event of a tie, the Submission with the highest score in judging criteria (1) “Skill” will be the Grand Prize winner. In the event there is still a tie, the Submission with the highest score in judging criteria (2) “Presence” will be a will be the Grand Prize winner. In the event there is still a tie, the Submission with the highest score in judging criteria (3) “Creativity” will be a will be the Grand Prize winner. In the event there is still a tie, the Submission with the highest score in judging criteria (4) “Overall Talent” will be a will be the Grand Prize winner. All decisions of Judges and Sponsor are final and binding. The potential Grand Prize winner will not be deemed a Grand Prize winner until verification of eligibility and compliance with these Official Rules.

Only one (1) Grand Prize will be awarded.

- 8. GRAND PRIZE (1):** The Grand Prize winner will receive a trip for two, the Grand Prize winner and his/her Guest, defined below, to the Los Angeles, California on a date to be determined by the Sponsor to appear on the Ellen DeGeneres Show (the “Grand Prize”). The Grand Prize will include: roundtrip coach-class air transportation for Grand Prize winner and his/her Guest from the gateway airport closest to Grand Prize winner’s home (selected by the Sponsor in its sole discretion) to an airport in the Los Angeles, California area; travel to and from the Los Angeles airport to a hotel in the Los Angeles area, three (3) days/two (2) night hotel accommodations (single room, double occupancy) in a hotel to be determined in the Sponsor’s sole discretion, and travel to and from the Ellen DeGeneres Show and the hotel. The Grand Prize winner and Guest must be able to travel to Los Angeles and attend the Ellen DeGeneres Show in August 2016. The Grand Prize winner and Guest will receive tickets to attend the Ellen DeGeneres Show on date to be determined. The Grand Prize winner and Guest each agree that he/she may be included in an Ellen DeGeneres Show segment and will sign all appropriate documents for the use of his/her image in an Ellen DeGeneres Show segment as a requirement for receiving the Grand Prize.

Each “Guest” must be at least eighteen (18) years old or the minor child/ward of the Sweepstakes Grand Prize winner. If the Grand Prize winner is a minor, then the Guest must be his/her parent or legal guardian. The Guest must also sign a Liability & Publicity Release. If the Guest is not at least eighteen (18) years old, then the Release must be signed by the guest’s parent or legal guardian, who must be the Sweepstakes Grand Prize winner.

The Grand Prize winner and his/he Guest must travel on the same itinerary and all travel arrangements must be made with Sponsor or Sponsor’s agent. If the Grand Prize Winner elects to travel or partake in the Grand Prize without a guest, no additional compensation will be awarded to the Grand Prize winner. Travel arrangements are subject to availability. Some restrictions may apply. No cancellation of reservation or transfer of reservations to another date will be permitted after the reservations have been made. If the Grand Prize is cancelled for any reason, Sponsor may provide Grand Prize winner with the cash equivalent

of the prize. Grand Prize winner and Guest are solely responsible for obtaining any necessary travel documents. The Grand Prize winner and Guest are solely responsible for obtaining any desired or necessary travel documents, travel insurance or any other form of insurance desired (and at their own expense). The Grand Prize winner and Guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any trip. The Grand Prize winner is solely responsible for paying all applicable all other unspecified expenses associated with the Grand Prize.

Travel, parking, lodging and any other costs and expenses not expressly set forth in these Official Rules are not included in the prize. Sponsor is not responsible if the Ellen DeGeneres Show is delayed, postponed, or cancelled for any reason.

The Approximate Retail Value (“ARV”) of The Grand Prize is \$3,500. The actual value of the Grand Prize may vary depending on point of departure and fluctuations in the cost of air transportation.

No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. The Contest Entities shall not be held responsible for any delays in awarding a prize for any reason. The Grand Prize will only be awarded to a verified winner.

- 9. HOW TO CLAIM THE GRAND PRIZE, AFFIDAVIT, AND RELEASE:** The potential Grand Prize winner will be notified by email August 1, 2016 – August 13, 2016. If the potential Grand Prize winner cannot be contacted within five (5) days from the date the potential winner notification is attempted, fails to execute and return background check authorization and an Affidavit of Eligibility, Liability Release, and, where permitted by law, a Publicity Release (collectively, the “Documents”) within five (5) days from the date that the Documents are sent by e-mail, is found to be ineligible or is non-compliant with the Official Rules for any reason, then the potential Grand Prize winner forfeits the Grand Prize and the Submission with the next highest score Judges will be deemed the alternate potential Grand Prize winner. The Sponsor reserves the right in its sole discretion to disqualify the potential Grand Prize winner based on such background check if Sponsor determines in its sole discretion that the Grand Prize winner might reflect negatively on Sponsor or any other of the Contest Entities. If the potential Grand Prize winner is a minor in his/her jurisdiction of residence, then the Documents must be signed by his/her parent or legal guardian on his/her behalf. The parent/legal guardian must have the legal authority to sign the Documents.

If the potential Grand Prize winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the Grand Prize or, if Sponsor or its authorized designee is unable to contact a potential Grand Prize winner, or in the event that an e-mail notification is returned undeliverable, the Grand Prize may be forfeited, and in the Sponsor’s sole discretion, the forfeited Grand Prize may be awarded in accordance the Submission with the next highest score Judges will be deemed the alternate potential Grand Prize winner, time permitting.

The potential Grand Prize winner (and parent/guardian if applicable) may be required to furnish proof of identification. Sponsor reserves the right to announce the Grand Prize winner at such time as Sponsor has verified and/or confirmed such winner in its sole discretion, and Sponsor may announce no winner in the event no winner have been verified

and/or confirmed. All local, state, and federal taxes are the responsibility of the Grand Prize winner.

**10. NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of a Submission into the Contest, the awarding of a prize, or anything in these Official Rules be construed as an offer or contract of employment with Sponsor and/or Administrator.

**11. LIMITATION OF LIABILITY:** By participating in this Contest, Contestants agree that the Contest Entities, and each of their respective affiliates, subsidiaries, Contestants, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, Contestants, designees and agents, including Facebook, Inc. ("Released Parties"), are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized human intervention or access to the Contest; (vii) any injury or damage, whether personal or property, to Contestants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any undelivered e-mails, including without limitation, e-mails that are not received because of A Contestant's privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, or unauthorized access to the Website or any Contest-related website(s).

By entering the Contest, each Contestant agrees: (i) to be bound by these Official Rules, including Submission requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, participation or inability to participate in the Contest; (b) the violation or infringement of any third-party privacy, personal, publicity or proprietary rights, including without limitation any copyright or trademark; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction,

negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by a Contestant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible Submissions received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible Submissions are received.

Without limiting the foregoing, everything regarding this Contest, including the Grand Prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Each Contestant bears all risks of inclement weather.

**12. GOVERNING LAW/DISPUTES:** THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. CONTESTANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY CONTESTANT AND/OR CONTEST ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.



Further, Contestants hereby waive all rights to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of pocket costs; and (ii) have damages multiplied or otherwise increased. Contestants agree that the rights and obligations of any Contestant and/or Released Parties and/or any other party shall be resolved individually, without resort to any form of class action. Each Contestant hereby irrevocably and unconditionally waives his/her right to a jury trial.

- 13. PRIVACY POLICY:** Any personally identifiable information collected during a Contestant's participation in this Contest will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with the Privacy Policy as stated at <http://chosen.fm/privacy> .
- 14. CONTESTANT RELEASES:** All Contestants, as a condition of entry into the Contest, agree to release the Released Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Website, submitting an entry or otherwise participating in any aspect of the Contest, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement of offering of any prize. The winners shall bear all risk of loss or damage to their respective prize after it has been delivered. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Except for residents of Tennessee and where prohibited by law, winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use online at the Website) the winner's name, social media ID(s) or handle(s), address (city and state), voice, performance, statement, picture or other likeness, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.
- 15. WARRANTY AND INDEMNITY:** Contestants warrant that their entries are original, that the Contestant is the sole and exclusive owner and rights holder of the entry, and that the Contestant has the right to submit the entry in the Contest. Each Contestant agrees not to submit any Submission, entry or, if applicable, Video that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations or (2) otherwise violates any applicable federal, state, or local laws, rules, or regulations. To the maximum extent permitted by law, each Contestant on behalf of himself/herself indemnifies and agrees to keep indemnified the Released Parties at all times from and against any and all liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Contestant or breach of any warranty set forth herein. To the maximum extent permitted by law, each Contestant agrees to defend, indemnify and hold harmless Released Parties from and against any and all claims, actions, suits or proceedings as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from: (a) any material uploaded or otherwise provided by the Contestant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, or (b) any misrepresentation made by the Contestant in connection with the Contest.

Each Contestant further agrees to release and hold harmless the Released Parties from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Contestant's rights with regard to any entry. Although each entry will be reviewed by Sponsor before being judged, posted or published, the posting or publication of an entry does not mean the entry has been deemed to be in compliance with these Official Rules. Any entry that does not comply with these Official Rules or that otherwise contains prohibited or inappropriate content as determined by Sponsor, in its sole and absolute discretion, will be disqualified, and if posted on the Website or any websites related to this Contest, removed there from.

- 16. GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. If it is discovered that a Contestant has registered or attempted to register more than once using multiple e-mail addresses, telephone numbers, multiple identities, IP addresses, use of proxy servers, or like methods of entry, all of the Contestant's entries will be declared null and void and that Contestant will not be awarded any prize that he/she might have been entitled to receive. If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension. By entering this Contest, each Contestant agrees to abide by and accept these Official Rules throughout the Contest Period and the decisions of Sponsor and/or Administrator, which shall be final and binding in all matters relating to this Contest. Each Contestant agrees to waive any right to claim ambiguity in these Official Rules. In no event will more Prizes be awarded than are stated in these Official Rules. Contest is subject to all federal, state and local laws and regulations. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Contest. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same.

**CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. All entries and/or materials submitted become the property of Sponsor and will not be returned. Contest Entities are not responsible for any lost, late, undeliverable/undelivered, e-mail or postage due mail. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

- 17. WINNER LIST:** For the name of Grand Prize winner, send a self-addressed, stamped envelope postmarked after August 15, 2016, to: Ellen's Purrfect Pets Challenge winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winner list requests must be received by September 01, 2016.

**18. SPONSOR:** Chosen.fm, Inc., 517 55th Street, Oakland, CA 94609.

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