

NINJIO CARES

OFFICIAL RULES

1. **SPONSOR:** The Ninjio Cares Program is sponsored by Ninjio, LLC (“Sponsor”). Sponsor will conduct the Program substantially as described in these Official Rules. All copyrights and trademarks are the property of their respective owners.

2. **ELIGIBILITY:** The Program is open only to any natural person who is at least 18 years of age or older, and is a Ninjio client who is running the full library of NINJIO (i.e. not “pack” users) and was launched content by April of 2018. Employees of the Sponsor and their respective parent companies; affiliates; subsidiaries; advertising, promotion, fulfillment or other coordinating agencies; and their respective immediate family members and persons living in their same household are not eligible to participate in the Program. The Program is subject to all applicable federal, state, and local laws and regulations. By participating in the Program, participants agree fully and unconditionally to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Program.

3. **HOW TO PARTICIPATE:** In order to be included in the Program, you must have signed up by March 2018, so that your numbers from April forward will count. For companies who are NINJIO Enterprise (Content Only), we require that you print a report that shows your overall engagement through December 31, 2018 and signed by your CEO or CFO. No other method of participation will be accepted. No random drawings, sweepstakes, raffles or other elements of chance are utilized to determine the Prize winners.

4. **PRIZES AND DETERMINATION OF WINNERS:** On December 31, 2018, Sponsor will review the engagement percentage for each participating company, in each category, and the top winner in each category will be awarded a \$5,000 check made payable to the charity of their choice, on behalf of the company and NINJIO. There will be 7 different winners. The decisions of Sponsor will be final and binding in all matters related to the Program. Company sizes are broken into 7 categories as follows:

- 1 – 150
- 151 – 500
- 501 – 1,500
- 1,501 – 5,000
- 5,001 – 10,000
- 10,001 – 25,000
- 25,001 – 100,000

In the event of a tie, the average number of individual user points per company will be considered and the higher number of the average points per user will win. Individual

points are based on consuming each episode quickly after its release, and scores on the quizzes.

5. **RELEASE:** By participating in the Program, participants agree to release, indemnify, defend and hold Sponsor, and its parents, affiliates, subsidiaries, directors, officers, employees, and agents, including advertising and promotion agencies, and assigns, and any other organizations/entities related to the Program (collectively, "Releasees") harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Program, including without limitation (i) any condition caused by events beyond Releasees' control that may cause the Program to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Program; and (iii) any printing or typographical errors in any materials associated with the Program.

6. **LIMITATION OF LIABILITY:** The Releasees are not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Program materials; or (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures or difficulties. Prizes are awarded "as is, where is," without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose. Except where prohibited, by participating in the Program and submitting an entry, each participant agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with the prize awarded, determination of a winner, or any other matter relating to the Program that cannot be resolved between such participant and any Releasees shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Program, but in no event attorneys' fees. Notwithstanding anything to the contrary herein, in no event shall any participant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, operation or other exploitation of Sponsor's platform, the Program, any website, content, advertising or other materials used, displayed or issued in connection with the Program, or any submission or entry, and such participant's rights and remedies in any such event shall be strictly limited to the right to recover money damages, if any, in an action at law. IN NO EVENT WILL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE PROGRAM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL PARTICIPANTS.

7. PUBLICITY RELEASE: Except where prohibited, a party's participation in the Program constitutes consent to the perpetual, worldwide, royalty-free use of his/her name, photo, and/or likeness, biographical information, entry, and statements attributed to him/her by any Releasee for advertising and promotional purposes, including without limitation, inclusion in Sponsor's e-mail blasts and any other media chosen by Sponsor without compensation or additional compensation.

8. GENERAL CONDITIONS: By participating in the Program, each participant acknowledges that he/she has read these Official Rules and agrees to be bound by them and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Program. Non-compliance with these Official Rules may result in disqualification and all associated entries will be void. Sponsor reserves the right, in its sole discretion and without liability to the participant, to cancel, modify or suspend the Program in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Program is compromised. Sponsor reserves the right to disqualify any participant or winner, as determined by Sponsor, in its sole discretion and without liability to the participant or winner. The Program is subject to these Official Rules and all applicable federal, state, and local laws and regulations. The Program is void where prohibited or restricted by law. All disputes, issues and/or questions concerning the Program, including the rights and obligations of the participant and Ninjio in connection with the Program, or the construction, validity, interpretation and enforceability of these Official Rules 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. Any legal actions, suits or proceedings related to the Program (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in Los Angeles County, California, and each participant accepts and submits to the personal jurisdiction of such courts with respect to any legal actions, suits or proceedings arising out of or related to the Program. Sponsor may substitute prizes of equivalent value, amend the rules, or discontinue the Program at any time for any reason. Sponsor disclaims any responsibility to notify participants of any aspect related to the conduct of the Program.

9. PRIVACY AND PERSONAL INFORMATION: Sponsor may collect personal data about participants online and use such data in accordance with Sponsor's privacy policy at <https://ninjio.com/privacy-policy/> ("Privacy Policy") and as set forth in these Official Rules. Please review these Official Rules and the Privacy Policy carefully. By participating in the Program, participants hereby agree to such collection and use of their personal information by Sponsor, either collectively or individually, and acknowledge that they have read and accepted these Official Rules and the Privacy Policy.

10. FORCE MAJEURE: Without limiting any other provision in these Official Rules, in the event that any of the participant's activities, Program's activities or the Releasees' operations or activities are affected, as determined by Ninjio, in their sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or

request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic or public health crisis (e.g. SARS), explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above, subject to any governmental approval that may be required, Ninjio shall have the right to modify, suspend, or terminate the Program, and no Releasees shall be responsible or liable to any participant or prize winner or any person claiming through such participant or prize winner for failure to supply the prize or any part thereof. Ninjio is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in participant's e-mail account to receive e-mail messages.

11. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to (or decision not to) enforce any provision in these Official Rules shall not constitute a waiver of that or any other provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials and these Official Rules, these Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

12. WINNER'S LIST: For the name of the official prize winners, available after the conclusion of the Program, or a copy of these Official Rules, send a self-addressed, stamped envelope to "Ninjio Cares Program" - WINNERS LIST <OR> OFFICIAL RULES (PLEASE SPECIFY WHICH), Ninjio, LLC, 2820 Townsgate Road, Suite 203, Westlake Village, CA. Vermont residents may omit return postage.